

ARMED MADHOUSE REMIXED OFFICIAL RULES

All submitted entries must be licensed to the general public under a Creative Commons Attribution-NonCommercial 2.5 license (<http://creativecommons.org/licenses/by-nc/2.5/>). To be eligible for prizes, all winners must also enter into a separate agreement with Palast Productions and Alternative Tentacles Records regarding the inclusion of their winning tracks on an upcoming Greg Palast spoken word CD on Alternative Tentacles Records.

These Official Rules (“Rules”) govern your participation in the Armed Madhouse Remixed contest (“Contest”). Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Rules; **so, it is important that you read and understand them.**

- (1) **Sponsors:** The Contest is sponsored and run by the Palast Investigative Fund, a 501c3 Organization headquartered at PO Box 923 Malibu, CA 90265.
- (2) **Entry Period:** The Contest’s audio elements will go online at August 17, 2006 12:00am. You may enter the Contest by emailing your remixes to submitremix@gregpalast.com from August 17,2006 to October 23, 2006.
- (3) **Who is Eligible?** The Contest is offered only to natural persons older than 15 years of age as of the date of entry. Employees, independent contractors, officers, and directors of Sponsors, their respective shareholders, agents, representatives affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors (“Sponsors’ parties”), and the immediate family members and persons living in the same household of such persons, are not eligible to participate in the Contest. Void where prohibited by law.
- (4) **How to Enter:** The Sponsors are offering you the chance to engage in a creative dialogue with Greg Palast. To enter, you must submit a remix of one of the audio snippets offered at <http://www.gregpalast.com/remix/index.php/source-materials/> Remixes may include the audio elements which have been made available at the Contest page at <http://www.gregpalast.com/remix/index.php/source-materials/> as well as music you create yourself, and/or material in the public domain, and/or other material you have express permission to use and license in accordance with Rule 5.

For the avoidance of doubt, you acknowledge and agree that the audio tracks available at

<http://www.gregpalast.com/remix/index.php/source-materials/> are licensed for use under the Creative Commons Attribution-NonCommercial 2.5 license (and that all rights that are not expressly granted under this license are reserved by Palast Productions. You further acknowledge

and agree that you must attribute the appropriate artists (ie. Greg Palast), as well as Palast Productions whenever you use the audio tracks (ie. "Remix using elements from Greg Palast/Palast Productions"), but not in such a way as to imply any endorsement, approval or affiliation with or by Palast Productions.

IF YOU USE CONTENT THAT YOU ARE NOT AUTHORIZED TO USE, YOU ARE NOT ENTITLED TO ENTER THIS COMPETITION AND YOUR ENTRY WILL AUTOMATICALLY BE DISQUALIFIED BY THE SPONSORS AND NOT CONSIDERED BY THE JUDGES.

Submit your track(s) via email after August 17, 2006, 12:00am before October 24, 2006 at 12:00am with a completed Armed Madhouse Remixed Entry Form for each track you submit.

Any number of persons may be entered with regard to an individual recording. However, each individual entrant must be listed on the Contest Entry Form in order to be eligible for a prize.

Any person or group may enter as many times as desired, but each individual or group entrant is only eligible for one prize.

To be eligible for the prizes (described below in (7)), an entrant or group of named entrants, must be the sole author and copyright owner of the remix(es), or must have *express* permission (via license or otherwise) to use or incorporate those portions of the remix(es) authored or owned by third parties and license the remix(es) in accordance with these Rules. Any materials that infringe the rights of any third party (ie. materials used without express permission of the copyright owner) may not be used.

- (5) **Format of Entries:** Entries must be in the form of an audio recording and in MP3 format. Duration of an entry may not exceed 5 minutes. All eligible entries must be received by Sponsors via email by October 24, 2006 at 12:00am. Entries that are received after October 24, 2006 at 12:00am are not eligible.

Sponsors are not responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries. Incomplete, illegible, or unintelligible entries are not eligible.

- (6) **What others may do with your remix(es):** By submitting a track as part of the Contest, you agree to license that track to the rest of the world under a Creative Commons Attribution-NonCommercial 2.5 license available at <http://creativecommons.org/licenses/by-nc/2.5/>.

All eligible entries will be made available to the general public for download on August 17, 2006 at 12:00am under the Creative Commons Attribution-NonCommercial 2.5 license. Sponsors reserve the right to evaluate each entry's

eligibility under the Rules as well as for compliance with the US Copyright Act and any and all other applicable laws. Entries may be removed from the <http://www.gregpalast.com/remix> site and disqualified from the Contest at the discretion of the Sponsors.

By submitting an entry, you are representing and warranting that the content in your entry is authorized to be remixed by you and licensed to the general public under a Creative Commons Attribution-NonCommercial 2.5 license.

By submitting your track, you also agree and acknowledge that you will receive no royalties from Sponsors, other contestants, or members of the general public who use your track consistent with the Creative Commons Attribution-NonCommercial 2.5 license.

- (7) **Prizes:** After all eligible entries have been received, and all voting is completed, the top five winners will be announced. The producers of the winning remixes will receive a prize package courtesy of Alternative Tentacles Records, Palast Productions, Evil Twin Booking, and Air America Radio. The top five winners will also be featured on the next Greg Palast spoken word CD on Alternative Tentacles Records.

Sponsors may modify or edit winning remixes to ensure the audio quality or for any purpose that Sponsors deem necessary or desirable. Sponsors reserve the right to undertake, or to instruct its representatives to undertake, such reasonable editing or modifications.

All prize expenses and/or services not specified herein are not included and are the sole responsibility of the winner(s). No alternative prize, cash equivalent, or other substitution is permitted except by Sponsors, at Sponsors' sole discretion, in the event of prize unavailability. Prizes are nontransferable. All federal, provincial, state and/or local taxes are the sole responsibility of the winners.

- (8) **Judging:** The winning remixes will be determined by the highest scores from all eligible entries received according to the following criteria:

- (A) Creativity (70% of overall grade);
- (B) Production Quality (30% of overall grade).

All grading decisions are final. Sponsors reserve the right to disqualify any entry that is, in Sponsors' discretion, inappropriate, offensive or demeaning to Sponsors' reputation or goodwill, or contrary to Sponsors' mission or these Rules.

- (8) Once the grading of the entries has been completed, the Sponsors will notify the winner and runners-up via email and/or telephone using the contact information submitted by the entrants in the Armed Madhouse Remixed Entry Form. If a winner fails to respond within 14 days of the date of the notification, that winner

will be disqualified and the next highest scoring track will be selected as an alternate winner and notified according to this procedure. Within 21 days of the date of the notification, the winner and runners-up must sign and return to the Sponsors the separate agreement to enable their track(s) to be included as part of a Greg Palast spoken word CD on Alternative Tentacles Records, which the Sponsors will provide to the winner and runners-up shortly after notification. If a winner fails to sign and return the agreement within 21 days, the next highest scoring track will be selected as an alternate winner and notified according to this procedure.

- (9) **General Terms and Conditions:** By participating, entrants agree that the Sponsors' parties are not responsible or liable for, and are released and held harmless from: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) any condition caused by events beyond the control of Sponsors that may cause the Contest to be disrupted or corrupted; (iii) any printing or typographical errors in any materials associated with the Contest; (iv) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Contest or acceptance of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Sponsors reserve the right, in their sole discretion, to suspend or cancel Contest at any time if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of participant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.
- (10) **Winners List/Official Rules:** A copy of these Official Rules and a winners list may be obtained by sending an email request to submitremix@gregpalast.com. Requests for winners list must be received by November 10, 2006.
- (11) **DMCA Compliance:** Sponsors comply with the provisions of the Digital Millennium Copyright Act (DMCA). In compliance with the DMCA, a Designated Agent has been established with proper documentation sent to the US Copyright Office. If you have a concern regarding the use of copyrighted material on the <http://www.gregpalast.com/remix> site, please contact the agent designated to respond to reports alleging copyright infringement.

[INSERT DMCA CONTACT NAME AND DETAILS]

- (13) **Notices:** © 2006 Palast Productions.