

UNIVERSAL CITYWALK WANNABE WICKED TERMS AND CONDITIONS
REVISED 7/15/08

These are the rules which apply to your participation in the Universal CityWalk Wannabe Wicked Competition.

The "UNIVERSAL CITYWALK WANNABE WICKED" SINGING CONTEST ("Contest") consists of five (5) semi-final competitions (as defined below) (each, a "Competition"; collectively, "Competitions") and one Grand Prize event (the "Finals"). Each Competition shall take place according to the schedule below. All times are Pacific Standard Time ("PST").

- Round 1 Semi-Finals: July 2, 2008 – Universal Studios Hollywood, Universal CityWalk, Universal City, CA, 7-9pm PST
- Round 2 Semi-Finals: July 9, 2008 – Universal Studios Hollywood, Universal CityWalk, Universal City, CA, 7-9pm PST
- Round 3 Semi-Finals: July 16, 2008 – Universal Studios Hollywood, Universal CityWalk, Universal City, CA, 7-9pm PST
- Round 4 Semi-Finals: July 30, 2008 – Universal Studios Hollywood, Universal CityWalk, Universal City, CA, 7-9pm PST
- Round 5 Semi-Finals: August 6, 2008 – Universal Studios Hollywood, Universal CityWalk, Universal City, CA, 7-9pm PST
- Round 6 Finals: August 20, 2008 – Universal Studios Hollywood, Universal CityWalk, Universal City, CA, 7-9pm PST

The sponsors of this Contest are Universal Studios LLC dba Universal Studios CityWalk Hollywood ("Universal"), 100 Universal City Plaza, Universal City, CA 91608 and WICKED LLC ("Wicked"), c/o 321 Theatrical Management, 321 West 44th Street, Suite 801, New York, NY 10036 (collectively, the "Sponsors"). The Contest shall be subject to these Official Rules and, by entering, all participants agree to be bound by the terms and conditions herein.

Read these rules carefully – they contain important information on how the Sponsors may use your "Audition Videos".

You may not participate in this Contest if you are under contract with any third party or agent, or are the member of any performance union or guild, including but not limited to A.E.A., S.A.G., A.F.T.R.A., or any other performers' union or are otherwise unable to: (i) participate fully in the Contest and the Prize (described below), and/or to (ii) enter into agreements with any of the Promotion Parties (as defined herein) or their respective designees, as determined by the Sponsors, in their sole and absolute discretion. Employees of the Sponsors, anyone professionally associated with any professional production of the musical WICKED ("Musical"), and their respective parents, affiliates, subsidiaries, and related companies, agencies, the judging panel, Universal Pictures, a division of Universal City Studios LLLP, Universal, Serino Coyne Inc., and Sonicbids Corporation (collectively the "Promotion Parties"), and their immediate families (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and those living in the household of same, whether or not related, are not eligible. This Contest is void outside the area specified above and where prohibited by law. By entering, entrants agree that they have read these Official Rules and to abide by and be bound by all terms of these Official Rules.

If you do not agree with these rules, please do not submit Audition Videos to Universal. You also agree to be bound by Universal's Download/Access Terms and Conditions, Universal's Terms and Conditions for the Universal online services and privacy policy (located at

<http://citywalkhollywood.com/privacy.html>) as applicable, and any other documents (including but not limited to contestant and prize-winner Affidavits and Waivers). In the event of conflict these rules shall take precedence.

HOW TO PARTICIPATE IN THE WANNABE WICKED COMPETITION

1. The Competition is organized by the Sponsors.
2. The Competition is open to US residents aged 18 or over, excluding Promotion Parties employees, their families, agents or any person or company associated with this Competition and the Musical ("Entrants"). Proof of age will be required from all finalists.
3. Details of the Prizes, how to enter/submit Audition Videos and rules for deciding the winner are set out at www.CityWalkHollywood.com/Wicked and/or any other website as directed by the Promotion Parties, and are incorporated into these terms and conditions.
4. The Audition Videos should be the length of the guide tracks provided on the audition application site. Alternate arrangements may be used other than those provided, but length may not exceed the length of the tracks provided. Songs performed on the Audition Video will be either "Popular," "Defying Gravity," "Dancing Through Life", "For Good" or "The Wizard and I" from the Musical ("Audition Video"). Singing to a backing track is optional. Universal reserves the right to edit any Audition Video.
5. Entrants can submit one (1) Audition Video only.
6. Entrants must include your contact details in any Audition Video submission. Entrants that fail to complete the entire contest application may be disqualified.
7. The Audition Video must be in English.
8. Audition Videos can be created in www.SonicBids.com/Wicked via the Universal website at www.CityWalkHollywood.com/Wicked. The Sponsors will not be responsible for the non-receipt of any Audition Video through www.SonicBids.com/Wicked.
9. Entrant's Audition Video is made at Entrant's own expense and the Sponsors shall not be liable to reimburse any expenses incurred in making a submission.
10. Semi-Finalists will be chosen from the pool of online entries each week during the months of June and July. All Audition Videos must be received by 5pm Pacific Standard Time ("PST") on July 31, 2008 for consideration in the Semi-Finals rounds as specified below.
11. Universal and Wicked will convene a judging panel (the "Judges") to select the Audition Videos that in their view are the most entertaining and/or where the Entrants' performances make them, in their view, the best potential candidates for the Prizes.
12. Audition Videos of the Semi-Finalists for each round of the Competition selected by the Judges will be displayed and accessible on the Universal website at www.CityWalkHollywood.com on August 13, 2008. The Semi-Finalist Audition Videos will then be rated by anyone who chooses to log onto the site and vote for the "Wannabe Wicked Fan Favorite." Voters can vote for the "Wannabe Wicked Fan Favorite" as many times as they would like between 9:00am PST, August 13, 2008 until 11:59 pm August 19, 2008.
13. After review of the Audition Videos a total of ten (10) Entrants will be chosen by the Judges to compete at each of the following Wannabe Wicked Contests ("Contestants") where two (2) winners will be chosen live from each round to move on to the Final Round (the "Finals"). Note: each Entrant's and/or Contestant's performance will be videotaped and may be photographed.
 - Round 1 Semi-Finals: Wednesday, July 2, 2008 – Universal Studios Hollywood, Universal CityWalk, 100 Universal City Plaza, Universal City, CA 91608, 7-9pm PST

- Round 2 Semi-Finals: Wednesday, July 9, 2008 – Universal Studios Hollywood, Universal CityWalk, 100 Universal City Plaza, Universal City, CA 91608, 7-9pm PST
- Round 3 Semi-Finals: Wednesday, July 16, 2008 – Universal Studios Hollywood, Universal CityWalk, 100 Universal City Plaza, Universal City, CA 91608, 7-9pm PST
- Round 4 Semi-Finals: Wednesday, July 30, 2008 – Universal Studios Hollywood, Universal CityWalk, 100 Universal City Plaza, Universal City, CA 91608, 7-9pm PST
- Round 5 Semi-Finals: Wednesday, August 6, 2008 – Universal Studios Hollywood, Universal CityWalk, 100 Universal City Plaza, Universal City, CA 91608, 7-9pm PST

14. After each of the Semi-Final rounds, the winners (the “Finalists”) at each event will go on to compete in the final round on Wednesday, August 20, 2008.

-Round 6 Finals: Wednesday, August 20, 2008 – Universal Studios Hollywood, Universal CityWalk, 100 Universal City Plaza, Universal City, CA 91608, 7-9pm PST

15. Using the audio equipment provided at the Semi-Final and Final Rounds, each Contestant will perform one (1) of the following songs from the Musical: POPULAR, DEFYING GRAVITY, DANCING THROUGH LIFE, FOR GOOD, or THE WIZARD AND I as selected by the Contestant. Music for the above named songs will be provided.

16. AUDITION VIDEOS, COMPETITION AND FINALS SELECTION: All eligible Audition Videos and Contestants for each Competition and the Finals will be judged equally according to the following equally weighted judging criteria:

Vocal Quality
 Performance Delivery
 Vocal Accuracy
 Overall Performance

17. At all Competitions judging will be done by a panel of judges, whose decisions are final, and is scheduled to be completed on or about the date of the Competition. The top two (2) or more Contestants within each Competition judged to have achieved the top highest total scores according to the above-specified criteria, as determined by the Judges, shall be declared the Finalists for the specific semi-final Competition. In the case of a tie in any Competition, the Finalist(s) will be determined on the basis of such tied entries’ rank in the first criterion, continuing in descending order thereafter to the second and third criteria, as needed to break the tie. Sponsor reserves the right to select fewer than two (2) Finalists for any Competition if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for that Competition. The Finalists will be announced immediately after the conclusion of the Competition and Finalists must be present or their place as a Finalist will be forfeited and the entrant achieving the next highest total score according to the above-specified criteria, as determined by Sponsor shall be declared a Finalist for the specific Competition.

18. The decisions of the Judges are final. Neither correspondence nor discussion concerning any decision shall be entered into.

19. The potential Finalists may be required to execute and return an Affidavit of Eligibility/Release of Liability/Submission Release/Transfer of All Rights and Waiver Agreement form, a completed IRS W-9 form, and a Publicity Release form (where permitted) within two (2) days of date of notification. Failure to return all required documents within the deadline may result in the forfeiture of the Prize and, at Sponsor’s discretion, a runner-up for the Competition at issue may be selected. Noncompliance with the terms of these Official Rules or if any Finalist notification is returned to Sponsor or its fulfillment company as undeliverable for any reason will result in place

as a Finalist being forfeited and, at Sponsor's discretion, place will be awarded to a runner-up for the Competition at issue.

20. Universal and Wicked reserve the right to use the Entrant's Audition Video to market the Competition or showcase the work of Universal or Wicked.

21. Universal shall be under no obligation to include an Entrant's Audition Video in Wannabe Wicked. Universal reserves the right to refuse any entry for any reason at its absolute discretion. Universal reserves the right to disqualify any Audition Video if it has reasonable grounds to believe an Entrant has breached any of these terms and conditions. In the event that an Audition Video is disqualified, Universal in its sole discretion may decide whether a replacement Entrant should be selected. In this event, any further Entrant will be selected on the same criteria as the original Entrant and will be subject to these Official Rules.

22. Universal or its third party contractors may review the Audition Videos Entrant submits to it but do not undertake to do so. Universal may reject or accept Entrant's Audition Video for any reason in its absolute discretion. If Entrant's Audition Video contains what appears to be illegal conduct, Universal may notify law enforcement authorities.

23. Entry to the Competition by Entrants is done at his/her own risk. Attendance by the Entrant at any Competition or event staged by Universal or Wicked and travel to or from any such Competition and event and lodging while at any such Competition and event is also at the Entrant's own risk and cost and Universal and Wicked accepts no responsibility or liability in this regard. The Entrant shall be required to sign a disclaimer should they be selected as a Contestant and/or Finalist. Semi-Finalists and Finalists shall be responsible for all travel, lodging, meal, and incidental costs in connection with the Semi-Final dates and the Finals date.

24. There is an application fee of \$10 to enter the Competition to cover the Sonicbids application processing at www.SonicBids.com/Wicked.

25. Universal cannot accept responsibility for any loss or delay in receipt of Audition Videos whether or not arising during operation or transmission as a result of Universal communications or broadband network.

26. Contestants will be notified by telephone call or email shortly after selection and must be available for travel to Universal City for their chosen Semi-Final dates and the Finals on August 20, 2008. If a Contestant does not respond to Universal's notification by 10pm PST on the Friday following notification and/or if a Contestant cannot attend one of the contest dates and the Final Audition on August 20, 2008, they will forfeit their right to any Prize and the Sponsors will select a replacement Contestant and/or Finalist from the pool of entrants knocked out previously.

27. Entrants must be available to be in Hollywood, CA to perform the walk-on appearance in the Musical if they win the Grand Prize. Semi-Finalists and Finalists shall be responsible for all travel, lodging, meal, and incidental costs in connection with the Semi-Final dates and the Finals date.

28. Only successful entrants will be contacted by Universal. Finalists' and the Prize winner's names may be published on the Wicked website, at www.CityWalkHollywood.com/Wicked through August 31, 2008 or you can write to Wannabe Wicked Finalists and Winners, c/o CityWalk Marketing, 100 Universal City Plaza, Bldg. 5511-6, Universal City, CA 91608 including a self-addressed stamped envelope, for a list of winners.

29. The Grand Prize is non-transferable and there is no cash alternative. Universal and Wicked reserve the right to substitute a prize of equal or greater value at any time. The Prize is awarded at Universal and Wicked's discretion and no Prize will be awarded as a result of improper actions or breach of these terms and conditions or any other applicable terms and conditions by or on behalf of any entrant.

30. Universal and Wicked reserve the right to seek and issue publicity on behalf of the Entrant. By entering the Competition, the Entrant agrees to participate in publicity as reasonably requested surrounding the Competition. Universal accepts no responsibility for any misuse of intellectual property rights.

31. The Grand Prize winner will win a walk-on appearance in the production of the Musical in Los Angeles at the Pantages Theatre, ten (10) Wicked tickets good for the walk-on performance, four (4) Wicked tickets for a performance prior to the walk-on performance date, four (4) gift packs of Wicked merchandise, and four (4) tickets to Universal Studios Hollywood ("Grand Prize"). Wicked merchandise selection to be determined by the Sponsors. The prize for the Runner-Up Finalists includes two (2) tickets to Wicked at the Pantages Theatre and two (2) tickets to Universal Studios Hollywood. The prize for the "Fan Favorite" includes two (2) gift packs of Wicked merchandise, two (2) tickets to Wicked at the Pantages Theatre and two (2) tickets to Universal Studios Hollywood (collectively, "Prize").

RIGHTS TO USE YOUR AUDITION VIDEOS

32. You irrevocably and unconditionally grant to Universal, Wicked (and those authorized by them) all necessary rights and consents for the full period of copyright to use any Audition Video Entrant submits for any purposes connected with the Competition including, without limitation, the ability to digitize, encode, publish and transmit the Audition Video on websites and television networks owned or controlled by it or by any third party technical provider in respect of the Competition and otherwise in any way in any media (including promotional material, associated services, and any other ancillary use) and in any part of the world through any medium now known or hereinafter invented. Such right to use is royalty-free and no payment is, or shall be, due to Entrant.

33. Entrant grants to Universal and Wicked the non-exclusive right to syndicate to third party websites or services.

34. Entrant permits Universal and Wicked or its third party agents to edit or change the Audition Video in any way that it deems necessary in its sole discretion for the purpose of the Competition.

35. Entrant irrevocably and unconditionally waives any so-called "moral rights" or "performers' rights" in the Audition Video that you now have or may acquire in relation to the Audition Video.

36. Any material created by or on behalf of Universal or Wicked utilizing Entrant's Audition Video or any component therein is and shall remain the property of Universal and Wicked, but for clarity Entrant retains ownership of the Audition Video.

AUDITION VIDEO CONTENT

37. Entrants are entirely responsible for the content submitted in Audition Videos. Entrants agree and confirm that Entrants will abide by the following in relation to any content submitted:

- a. Before Entrant features anyone else in their Audition Video, Entrant must have obtained their consent to film them and to submit the Audition Video.
- b. By submitting your Audition Video you agree and confirm that it does not infringe the copyright or any other rights of any third party. If you include anyone else's material in your Audition Video, you must have obtained their permission to do so. If you don't, you will be infringing the copyright in the material. This includes material downloaded or copied from a website. Musical compositions (such as lyrics, composition and arrangement) must be your own work or cleared by the appropriate rights holder(s). The sole exception to this is the selection of five extracts from Wicked songs available for download via www.SonicBids.com/Wicked. Use of these extracts is limited to the Competition only.

- c. Do not include anything that is pornographic, obscene, indecent, harassing, threatening or offensive.
- d. Do not film anything confidential, covertly film anyone or infringe anyone's right to privacy.
- e. Don't include personal contact details (including where Entrant works or lives) or anyone else's personal contact details.
- f. Entrant's Audition Video must not feature predominantly or solely a trademark or logo, other than that of WICKED.
- g. Entrant's Audition Video should not feature celebrities or public figures unless Entrant has their permission or if Entrant is the celebrity or public figure.
- h. Entrant must have obtained all consents and licenses necessary for Entrant to submit the Audition Video and for it to be used in the Competition.
- i. If any person under the age of 18 is shown in the Audition Video, the written consent of their parent or guardian must be obtained.
- j. Audition Videos must not contain viruses, Trojans or other harmful elements.
- k. Participation in the Audition Video is at Entrant's own risk.
- l. Entrant may be held legally accountable for Entrant's submission if Entrant is in breach of the items listed above.

TO MAKE A COMPLAINT

38. If you believes any Audition Video has infringed or violated your rights, including by defaming you or infringing your copyright, please provide Universal with the following information immediately:

- Your name, email address, physical address, contact telephone number
- Details of your complaint, with a description and title of the Audition Video in question
- In the case of a copyright dispute, identification of the copyrighted work that you claim has been infringed and a statement by you that you have a good-faith belief that the Audition Video's use of the work is not authorized by the copyright owner, its agent, or the law
- A statement by you that the above information is accurate. In the case of a copyright allegation, confirm that you are the owner, or an authorized representative of the owner, of the copyright interest involved or; and
- Your signature (written or electronic)

Complaint Contact Details:

Use the "Report misuse" link on any video page to report potential misuse or make a complaint or write to Wannabe Wicked Complaints at "<mailto:CityWalk.Hollywood@nbcuni.com>". All complaints must put "Wannabe Wicked Complaint" in the subject line of the e-mail.

Universal shall use its best efforts to promptly remove Audition Videos reported to it and which in its judgment are in breach of these rules but cannot guarantee to do so.

LIMITATION OF LIABILITY

39. ENTRANT AGREES THAT UNDER NO CIRCUMSTANCES WILL UNIVERSAL, WICKED OR ITS THIRD PARTY CONTRACTORS BE RESPONSIBLE OR LIABLE TO ENTRANT OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING IN ANY WAY TO THE WANNABE WICKED CONTEST (INCLUDING FOR THE AVOIDANCE OF DOUBT THE MAKING OF AUDITION VIDEOS, PARTICIPATION IN THE FINAL AUDITIONS AND IN THE PRIZES), THE USE OR THE INABILITY TO USE THE SERVICE, UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE MATERIALS AVAILABLE ON OR THROUGH THE SITE, EVEN IF ANY OF THESE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. NOTHING IN THESE TERMS OF USE AFFECTS THE STATUTORY RIGHTS OF ANY WANNABE WICKED USER UNDER APPLICABLE LAWS OR EXCLUDES OR LIMITS UNIVERSAL, WICKED OR ITS THIRD PARTY CONTRACTORS' LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THEIR NEGLIGENCE OR FRAUD, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

GENERAL

40. Acceptance of these Terms and Conditions and the Rules is a condition of entry and receipt of an entry by Universal amounts to acceptance of the Terms and Conditions and the Rules.

41. If Entrant does not want to grant Universal the rights set out above, please do not submit an Audition Video.

42. If any provision of these terms and conditions is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

43. This Contest is subject to all applicable federal, state and local laws and regulations. The laws of the State of California apply to and govern this Contest and any claims must be raised and resolved in the Federal and state courts located in Los Angeles, CA, United States.

44. Universal reserves the right to review and revise these rules from time to time without prior notice. By entering the Competition subsequent to any revision of these rules, Entrant agrees to be bound by such changes.

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