

Blackstar Battle of the Air Contest

NO PURCHASE NECESSARY. The "Battle of the Air" ("Promotion") begins at 9:00 AM EDT August 3rd, 2015 and ends at 11:59 PM EDT, August 28th, 2015 (the "Promotion Period"). The Promotion is sponsored by Korg USA, Inc., 316 South Service Road, Melville, NY 11747 ("Sponsor"). All federal, state and local laws apply. Void where prohibited.

Eligibility: The Promotion is open to all residents of the 50 United States and Washington D.C. who are at least 18 years old, have reached the age of majority in their state of residence, and who have internet access as of the beginning of the Promotion Period. Employees, officers and directors of Sponsor and its parents, affiliates, related parties and their immediate families are not eligible to participate in the Promotion.

To Enter: Enter the Promotion by posting a publicly viewable video on Instagram, Facebook or Twitter of you or another individual performing your best "air guitar" performance. The video must be authentic and must have at least one Blackstar product visible. Entries must have the hashtag #Blackstarair posted with their video.

All submissions must meet the following guidelines:

- Video submissions must be no more than 15-30 seconds in length.
- Including devices other than the specified Product will void the entry.
- Entries cannot contain sexually explicit material, lewdness, obscenity, violence, inappropriate language, depictions of bodily harm, damage to public property, or damage to other people's property
- Entries must not include location signage, copyrighted photographs, artwork, sculptures, or copyrighted media of any kind (including but not limited to cover song performances, copyrighted background music or sound effects, and copyrighted text spoken on-camera).
- One Eyed Doll songs have been approved to use by the band and management and do not violate the copyright terms for use.

Entrants whose videos violate any of these requirements, or are deemed unsuitable for public viewing for any other reason, may be deemed ineligible to receive the prize and their submission may be void at the Sponsor's sole discretion. The Sponsor reserves the right to determine in their sole discretion which entries have satisfied the entry requirements. Entries must be submitted in accordance with these Official Rules and must be received by the Sponsor by 11:59 PM EST August 23rd 2015. Limit one entry per person. No other method of submission will be accepted.

Selection: Each entry will be judged by a panel of judges selected by the Sponsor ("Panel"). Each entry will be judged on a scale from 1-100 in each of the following criteria: (1) originality (25%), (2) humor (25%), (3) creativity (25%) and (4) entertainment value (25%) (to be referred to hereafter as "Selection Criteria").

The person who receives the highest overall score from the judges will be deemed the "Winner." In the event of a tie for the Winner, a Winner will be selected based on the entertainment value criterion. The Judges' decision regarding the selection of the Winner is final. As this is a contest of skill, the odds of winning are dependent upon the number and quality of entries received.

Prize: There will be one (1) prize awarded at the end of the promotion period. The winner will receive a Blackstar ID BEAM amp, **valued at \$389.99.** All prizes will be awarded as described. No substitution or transfer of prizes, except at the sole discretion of the Sponsor, if the advertised prize becomes unavailable.

Notification of the Winner: The Winner will receive notification packages by e-mail within **15** days of the end of the promotion, which must be completed and returned to the Sponsor as instructed. The winner will be selected on or about **August 31st, 2015** and will be notified by e-mail by approximately **September 4th, 2015.**

General Terms and Conditions: The Winner may be required to complete an affidavit or declaration of eligibility, waiver of liability and, where lawful, publicity release, which must be returned to the Sponsor within 48 hours of receipt of the notification package. If the effort to send a notification package to the Winner is unsuccessful or if a the Winner fails to execute and return any required document within the required time period an alternate Winner may be selected from remaining eligible entrants. If the prize is not claimed or is returned as undeliverable, then the Winner's right to the prize shall be forfeited and the prize award will be void and an alternate Winner may be selected. The Sponsor is not responsible for late, lost, misdirected, incomplete, incorrect, misdirected entries or prize claims. The Sponsor is also not responsible for incomplete, interrupted, or scrambled transmissions, unavailable web sites, networks, servers, or systems, or other connection or transmission problems, technical malfunctions of the computer, software, web site, or any combination thereof, problems associated with any virus or other damage caused to any participant's system or other problems of any kind, whether mechanical, electronic, or human. The Sponsor reserves the right to suspend and/or cancel the Promotion or change any element hereof, with or without notice, at any time, due to printing, computer or network errors, or other mistakes in the production or operation of the Promotion. No correspondence regarding the Promotion will be entered into except with the Winner and in response to requests for Winner's Lists. All decisions of the judges are final and binding on all matters relating to the Promotion. By entering, participants agree to be bound by the Official Rules, and release the Sponsor and its agents and their respective parent companies, subsidiaries and affiliates, and each of their respective officers, directors, employees and agents from any and all liability, loss, or damage arising out of their participation in the Promotion or with respect to the awarding, receipt, possession, use and/or misuse of any prize. The winner is responsible for any applicable tax on awarded prizes. The Sponsor reserves the right to cancel or suspend the Promotion, or change any element thereof, with or without notice, at any time and for any reason. The Sponsor reserves the right to disqualify in its sole discretion any person tampering with the entry process or who violates these Official Rules in any way.

By entering the contest you agree to and accept these Official Rules.

Ownership of Video: By participating in the Promotion, each entrant warrants that he/she is the sole author/creator of the video submitted and that the video is not copied in whole or in part from any other work and does not violate the privacy rights, publicity rights, copyrights, trademarks, contract rights or any other rights of any person or entity. In consideration of a video being reviewed and evaluated for this Promotion, each entrant hereby grants to the Sponsor the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such entry, or any portion thereof in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol. Each entrant understands that his or her name and video submissions may be posted on the Sponsor's website in connection with the Promotion. The entrant agrees that the Sponsor has no obligation to post any submitted material on its website. Each entrant authorizes the Sponsor to utilize, for eternity and in any manner they see fit, the submission provided to the Sponsor, and to make derivative works from such materials in connection with the Promotion (i.e., without limitation, to create promotional materials).

Publicity Release: By participating in the Promotion, each entrant irrevocably grants the Sponsor the right to use each such entrant's name, photograph, image, video, biographical information, in any and all media for any purpose, including, without limitation, advertising and promotional purposes and each entrant hereby releases the Sponsor from any liability with respect thereto, except where prohibited. By entering this Promotion, each entrant grants the Sponsor the right to utilize entrant's contact information provided by entrant in the submission of their entry to contact entrant for any reason. Completion of the entry form constitutes assent to these written terms.

Additional Disclaimers: The Sponsor expressly disclaims any and all liability in connection with submissions. The Sponsor does not permit copyright infringing activities and infringement of intellectual property rights on the Contest Website, and the Sponsor will remove all submissions if properly notified that such submission infringes on another's intellectual property rights. The Sponsor reserves the right to remove submissions without prior notice.

Privacy Policy: Except as otherwise contemplated in these rules or in any publicity release, information collected by the Sponsor in connection with this Promotion will be used by the Sponsor in accordance with the Sponsor's online privacy policy, which is posted at

www.korg.com/privacypolicy.aspx.. To opt out of future promotional mailings, please follow the opt-out directions included in the mailings.

List of Winners: For a winners list, please send a self-addressed stamped envelope by September 15th, 2015 to: Winner, Blackstar Battle of the Air, Korg USA, Inc., 316 S. Service Rd, Melville, NY, 11747. Vermont residents need not include return postage. Entry serves as authorization to receive future Korg Newsletters and other promotional material from the Sponsor.