



Wynter Gordon "Dirty Talk" Remix Contest



CONTEST DETAILS

Masterbeat Corp., Atlantic Records & Big Beat Records along with recording artist, Wynter Gordon, are thrilled to invite all aspiring DJs and music producers to remix the latest hit single, "*Dirty Talk*", which is exploding on Billboard Magazine's U.S. Dance Charts.

This is an exciting opportunity to put your remixing prowess to the test. The top 3 remixes will be chosen and the grand prize winner will receive some amazing studio gear to take your productions to the next level, including: Avid Pro-Tools Recording System, Slek Audio Headphones, PCDJ DEX Mixing Software and other great prizes.

How to enter the contest:

- **August 17th – August 29th, 2010** - Download remix parts & get to work!
- **August 30th – September 9th, 2010** - Upload remixes to www.masterbeat.com/wyntergordonremix
- **September 10th – September 19th, 2010** - Vote for your remix on www.masterbeat.com/wyntergordonremix
- **September 23rd, 2010** - Winners will be announced

WYNTER GORDON - BIOGRAPHY

Wynter Gordon is without doubt one of the most in-demand songwriters of the last five years. A graduate of New York's world famous LaGuardia High School For The Performing Arts, the Queens-born songstress first broke through in 2005 after penning the title track for Mary J. Blige's #1 blockbuster, *THE BREAKTHROUGH*. From there, Gordon contributed songs to such artists as Danity Kane and Jennifer Lopez, while simultaneously kickstarting her own stint in the spotlight with vocal appearances on co-written tracks by David Guetta and Poe Boy/Atlantic recording artist Flo Rida. The latter single, 2009's *Sugar* (feat. Wynter Gordon), proved an RIAA platinum certified top 5 hit on Billboard's "Hot 100" as well as a top 10 international smash. "*Dirty Talk*," the new single from Big Beat/Atlantic recording artist Wynter Gordon, hit #1 on Billboard's "Dance Club Play Songs" chart and will be featured on her debut album. "*Dirty Talk*" is on sale now at Masterbeat.com. For more information, check out: www.wyntergordon.com.

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PRIZES

Grand Prize

- Avid Pro-Tools M-Powered Recording System w/ M-Audio Fast Track Pro Recording Interface
- Sleek Audio Headphones
- PCDJ DEX Mixing Software
- \$250.00 Masterbeat.com Download Gift-Card

Second Prize

- \$100.00 Masterbeat.com Download Gift-Card

Third Prize

- \$50.00 Masterbeat.com Download Gift-Card

CONTEST RULES

MASTERBEAT/WYNTER GORDON "DIRTY TALK" REMIX CONTEST

These Contest Rules govern your participation in the Masterbeat Corporation/Atlantic/Big Beat Records (hereinafter "the Sponsors") Wynter Gordon "Dirty Talk" Remix Contest (hereinafter "The Remix Contest"). Participation in The Remix Contest constitutes your full agreement to and acceptance of these Contest Rules.

NO PURCHASE NECESSARY.

Only persons who are at least fifteen (15) years old are eligible to participate in The Remix Contest. Employees, agents or officers of Masterbeat Corporation, their subsidiaries and affiliates, or of any entity involved in the development, production, implementation and distribution of The Remix Contest including, but not limited to, any advertising or promotion agency, supplier of prizes for The Remix Contest, service provider, subsidiary or affiliate of any such entity directly associated with The Remix Contest, or any member of the immediate family and/or person living in the same household as such persons, are ineligible to enter The Remix Contest.

The Sponsors are offering you the chance to remix the Atlantic/Big Beat Records track "Dirty Talk" by Wynter Gordon. To enter The Remix Contest and create a mix, go to the contest page at <http://www.masterbeat.com/wyntergordonremix> and follow the directions to enter between August 17, 2010 and September 9, 2010.

On the contest page, you may download the bundled remix parts to "Dirty Talk" for \$2.99-USD between August 17, 2010 and August 29, 2010. NOTE: You do not need to download the WAV files to enter The Remix Contest.

From these snippet remix parts, or other parts you have legally obtained, you may then create a "Dirty Talk" remix (hereinafter the "Entry Remix") by adding parts received, and any other snippets you may create yourself, material in the public domain, and/or other original elements you have express permission to use and assign in accordance with these Contest Rules. IF YOU UTILIZE CONTENT THAT YOU ARE NOT ENTITLED TO USE, YOU CAN NOT ENTER THIS COMPETITION AND YOUR ENTRY WILL AUTOMATICALLY BE DISQUALIFIED BY THE SPONSORS AND NOT CONSIDERED BY THE JUDGES.

To submit your Entry Remix in The Remix Contest, click the link marked "upload" on the remix contest page at masterbeat.com. Any person may only enter once. By entering, entrants agree to be bound by the decisions of the judges and Sponsors and these Contest Rules. Entrants also agree to comply with all federal, state and

local laws and regulations. Neither Sponsors nor those working for or on behalf of either of Sponsors, will be responsible for lost, late, misdirected, email problems, computer hardware or software issues, and/or technical errors, malfunctions, and delays. Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Contest Rules are also void. In the event of a dispute concerning who submitted an entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account from which the entry is made. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business ,educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address. Such person will be considered the official entrant for a particular entry.

The Entry Remix may not contain references which are obscene crude or vulgar. The Entry Remix may not contain references to commercial products, gang identification, license plate numbers, phone numbers, personal addresses, web site URLs, derogatory remarks or characterizations of specific groups of people. The Entry Remix may not contain references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate. The potentially inappropriate nature of an Entry Remix shall be determined by the Sponsors, in their sole discretion.

Submission materials and your Entry Remix become the property of Masterbeat and/or Atlantic Records and will not be acknowledged or returned.

With the exception of the content provided by Masterbeat, you represent and warrant that all content of the Entry Remix are wholly original, have been created entirely by you, have not been taken in whole or in part from any source other than yourself and do not incorporate or include anything that is owned by any third party or would require the consent of any third party. You further represent and warrant: (i) that you own and/or control elements contained in the Entry Remix; (ii) that your Entry Remix does not and shall not violate any law or the copyright, trademark, publicity right, privacy right, or any other right of any third party; (iii) the Entry Remix, or any part thereof, has not been commercially released; and (iv) you have the written consent, release and/or permission of each and every participant in the Entry Remix, except for the portions provided by Masterbeat, as contemplated by these Contest Rules.

You agree that the Entry Remix shall be a "work made for hire," with all rights therein, including without limitation, the exclusive copyright, being the property of Atlantic Records. In the event that the Entry Remix is considered not to be a "work made for hire," you irrevocably assign to Sponsors all right, title and interest in the Entry Remix, including without limitation the copyright, in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world,

with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

You hereby hold Sponsors harmless from and against third party claims arising for the use of the Entry Remix. You waive any right to privacy. You waive any right to inspect or approve uses of the submitted materials or to be compensated for such use. You hereby represent and warrant that you and any other person whose performance is identifiable in the Entry Remix are at least 15 years of age, and that you have read these Contest Rules and are fully familiar with the content hereof.

By providing an Entry Remix in connection with this Contest, you grant Sponsors, their affiliated companies, and Sponsors parties the right, except where prohibited by law, to use (i) entry form information including your name, address (city and state), age and email address, (ii) if provided by you with your Entry Remix, your picture or other visual image, your likeness and biographical information; (iii) the Entry Remix and any supporting materials, for advertising and promotional purposes in promoting or publicizing your Entry Remix, Sponsors, Sponsors Parties and their products and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim, including, without limitation, claims based on invasion of privacy, defamation, or right of publicity, arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsors and their affiliated companies with respect to all entrants in the Contest, including the entrant who is selected as the Winner and those entrants who are not selected as the Winner. Sponsors and Sponsors parties are under no obligation to use the Entry Remix or any other submitted material for any purpose.

Submitted remixes that are part of valid entries received during the Contest Period will be posted on the Contest Page, where fans will be able to vote for their three (3) favorites (the "Fan Favorites") from September 10, 2010 until September 19, 2010. After voting closes, the top three (3) Fan Favorites will be submitted to Atlantic Records/Big Bear Records and Wynter Gordon in order to determine one (1) winning contestant (the "Grand Prize Winner"), one (1) second place contestant (the "Second Prize Winner"), and one (1) third place contestant from among the Fan Favorites. The judging is at the sole discretion of the judges but shall include the following criteria: creativity, musicality, originality, and presentation.

The Grand Prize Winner will receive: (i) Avid Pro-Tools M-Powered Recording System w/ M-Audio Fast Track Pro Recording Interface; (ii) Sleek Audio Headphones; (iii) PCDJ DEX Mixing Software and (iv) a two hundred and fifty dollar (\$250.00) Masterbeat.com download gift card. The Second Prize Winner will receive a one hundred dollar (\$100.00) Masterbeat.com download gift card. The Third Prize Winner will receive a fifty dollar (\$50.00) Masterbeat.com download gift card.

Winners will be selected on or about September 23, 2010. The judges' decision shall be final and bindings in all regards.

Winners will be notified by telephone or email. If a Winner cannot be contact within ten (10) calendar days of a first notification attempt, if the prize notification is returned as undeliverable, if a Winner rejects the prize, in the event of noncompliance with these Contest Rules, the prize will be forfeited and an alternative Winner may be selected. Upon prize forfeiture, no compensation will be given.

Prizes are non-transferable. Prize does not include any additional expenses, including, but not limited to incidentals, travel costs, accommodation costs, telephone charges or other taxes and surcharges which are the responsibility of the Winners. No substitutions or cash redemptions. All taxes levied on any prize awarded in the Contest (including, but not limited to income taxes) are the sole responsibility of the Winners.

By accepting the prizes, each of the Winners releases and discharges Sponsors, Sponsors Parties, their respective affiliated companies and the respective parents, subsidiaries, affiliates, advertising and promotion agencies of each, and all their respective employees, officers, directors, representatives, and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest. Sponsors reserve the right to substitute a comparable prize of like or greater value for any prize.

If, for reasons beyond the control of the Sponsors, the Contest is not capable of being run as originally planned Sponsors, at their sole discretion, reserve the right to cancel or modify the Contest, without liability. If a sufficient number of eligible entries (as determined by Sponsors in their sole discretion) are not received by the end of the Contest period, Sponsors reserve the right not to award any or all prizes. All entrants agree to comply fully with each provision in these Contest Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Contest Rules, will be ineligible for any prize and may be prosecuted to the fullest extent of the law.

Entrants agree that Sponsors and Sponsors Parties shall not be liable for loss or injury of any kind resulting from: (i) acceptance/possession and/or misuse/use of prizes; (ii) participation in the Contest; (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line sypart, computer dating mechanism, computer equipment, hardware and/or software; or (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Contest Rules. Entrants also agree that Sponsors are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or

resulting from the Contest and/or its prizes. Sponsors are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Sponsors reserve the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

All times and dates in these Contest Rules are Mountain Standard Time.

For the list of Winners, please visit the Contest Page.

Copies of these Contest Rules and a list of Winners may be obtained by sending an e-mail to info@masterbeat.com. Requests for Contest Rules must be received by September 23, 2010.

Void where prohibited by law and residents of Rhode Island are ineligible to enter this contest.