

Rise and Shine Song Contest Promotion

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE RISE AND SHINE SONG CONTEST PROMOTION (“PROMOTION”). THE PROMOTION SHALL CONSIST OF THE RISE AND SHINE SONG CONTEST (“CONTEST”) AND THE RISE AND SHINE SONG SWEEPSTAKES (“SWEEPSTAKES”). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Entry constitutes your acceptance of these Official Rules.

PROMOTION TIMING: Contest begins on June 21, 2011 at 12:00 a.m. “Eastern Time” (“ET”) and ends on August 2, 2011 at 11:59 p.m. ET (“Contest Period”). Sweepstakes begins on August 16, 2011 at 12:00 a.m. ET and ends on August 30, 2011 at 11:59 p.m. ET (“Sweepstakes Period”). The Sweepstakes will be divided into 15 daily entry periods, each beginning at 12:00 a.m. ET and ending on the same day at 11:59 p.m. ET (each, a “Daily Entry Period”).

ELIGIBILITY:

Contest is open only to “unsigned” singers, bands, or groups that consist of no more than four (4) members (collectively, the “Applicant”) who are all legal residents of the forty-eight (48) contiguous United States and the District of Columbia, age 18 or older who have the capacity to travel to Atlanta, GA September 19th – September 23rd, 2011. For the purpose of the Contest, Applicant cannot be signed by a publishing company, record label or other entity to render recording or musical performance services and/or have agreed to provide rights in and to musical compositions or recordings to such company, label or entity (the forgoing applies to all members of the band). Singers or bands that write, produce and release music on their own and are self-published may be considered unsigned bands, as Sponsor (defined below) determines in its sole discretion.

Sweepstakes is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, age 18 or older.

Employees, officers and directors of Cable Network News, Inc. (“Sponsor”) Target Corporation and their respective parents, affiliates, subsidiaries, distributors and advertising and promotion agencies (collectively, the “Released Parties”) (and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same households, whether or not related) are not eligible to enter or win in this Promotion. Void in Alaska, Hawaii, and where prohibited by law. Promotion is subject to all applicable federal, state and local laws.

I. CONTEST

CONTEST OBJECTIVE: The objective of the Contest is for each Applicant to write, perform and record a song original to Applicant that may be used as the opening track for the show “Morning Express with Robin Meade” (the “Song”). The Song should be no longer than two (2) minutes in length.

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HOW TO ENTER THE CONTEST: If Applicant is a band or a group, such band or group must choose one (1) member to submit the Song on its behalf. Such individual will be the contact person for the band and authorized to make all decisions on behalf of the band with respect to this Contest. The singer or band/group members performing in the Song must be the same singer or band/group members who would receive prize (as determined by Sponsor), if such singer or band/group is determined to be the Grand Prize winner. During the Contest Period, visit ireport.com/riseandshine and follow the instructions provided to complete the entry form and upload your Song (the entry form and Song and any other materials or information provided by an Applicant in this Contest shall hereinafter collectively be referred to as the "Submission"). Song may be submitted in audio or video format pursuant to the iReport Terms of Use located here: <http://ireport.cnn.com/terms.jspa>. Submissions may only be submitted online at the ireport.com/riseandshine website and must be received by 11:59 p.m. ET on August 2, 2011 to be considered. Limit one (1) Submission per Applicant and per email address for the entire Submission Period. Submissions received from any Applicant or email address in excess of the stated limitation will be void. Incomplete Submissions, including but not limited to those Submissions that do not address the requirements set forth in these Official Rules, will not be eligible for the judging. Proof of sending does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Submissions generated by script, macro or other automated means, and Submissions made by any means which subvert the entry process will be void.

By making a Submission, Applicant hereby grants to Sponsor a royalty free, irrevocable, perpetual and worldwide license to use and display the Submission on ireport.com/riseandshine (Submission page) and cnn.com/riseandshine (Voting page) and Sponsor websites and otherwise use the Submission in accordance with these Official Rules, without compensation of any kind or further notice to, or approval from Applicant or any party. Released Parties are not responsible for any unauthorized third party use of any Submission. Released Parties do not guarantee that any Submission made will be posted or used in any way.

By making a submission, Applicant acknowledges and agrees that Sponsor may obtain many Submissions under this Contest and that such Submissions may be similar or identical in sounds, theme, idea, format or other respects to others submitted under this Contest and/or other promotions staged and/or sponsored by the Sponsor, and waive any and all claims Applicant may have had, may have, and/or may have in the future, that any similar Submission, Song and/or other works accepted, reviewed and/or used by the Sponsor (or their its designees) may be similar to Applicant's Submission. Applicant acknowledges and agrees that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to Applicant's Submission.

SUBMISSION REQUIREMENTS: Submissions must comply with the following requirements and content guidelines:

- Content can only contain the performance of Applicant without inclusion of any third party music samples or performances;
- Content cannot promote any activities that may appear unsafe or dangerous;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about

- Sponsor or other companies;
- Content cannot contain any material (including images) that infringes on the intellectual property rights of any third party, such as trademarks owned by others or advertise or promote any third party brand or product of any kind, or contain any personal identification, such as personal names, e-mail addresses or street addresses;
- Content cannot contain copyrighted materials owned by others (including recordings, compositions, sampling or “scratching,” and other works published or used on or in websites, television, movies or other media);
- Content cannot contain materials embodying the names, voices, or other indicia of, or identifying, any person, living or dead;
- Content cannot communicate messages or images inconsistent with the positive image and/or goodwill to which Sponsor wishes to associate; and
- Content cannot depict acts or situations, and cannot itself be, in violation of any law or otherwise.

Submission must be the original work of the Applicant, may not have been previously published by any publisher or distributed by any record label (and may not be subject to the rights of any of the forgoing parties), may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Prior to making a Submission, Applicant must obtain any and all releases and consents from any other band or group members necessary to permit the use and exhibition of the Submission by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Applicant at any time and, at its discretion, to disqualify any Submission it determines, in its discretion, fails to satisfy any of the above requirements. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion, including its determination in its sole discretion that a Submission fails to satisfy any of the above requirements.

JUDGING: There will be three (3) rounds of judging: (i) Round 1; (ii) Round 2; and (iii) Round 3.

Round 1: Qualified Judges will evaluate all eligible submissions to determine the ten (10) Submissions with the highest scores based equally on the following criteria: 1) Originality; 2) Creativity; 3) Song Quality; and 4) Ability of Song to adhere to the “Morning Express with Robin Meade” show theme. The ten (10) Submissions with the highest scores will advance to Round 2 as finalists, subject to verification of eligibility and compliance with these Official Rules (each, a “Finalist”). In the event of a tie, the winner will be determined based on a fifth criterion, song writing capability. Sponsor reserves the right to select fewer than ten (10) Finalists if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified Submissions.

Round 2: Finalists’ Submissions will be featured at cnn.com/riseandshine between 12:00 a.m. ET on August 16, 2011 and 11:59 p.m. ET on August 30, 2011 (the “Voting Period”). During the Voting Period, individuals who are at least 18 years of age will be invited to select the Submission they feel best expresses the feeling they get when watching Morning Express with Robin Meade. Limit one (1) vote per person and per email address per day during the Voting Period. Votes received from any person or email address in excess of the stated daily limitation will be void. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without

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limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Votes will not factor in to Round 3 judging.

Round 3: The two Submissions who receive the highest number of votes will be judged by Robin Meade to determine the Finalist Submission with the highest score based equally on the following criteria: 1) Originality; 2) Creativity; 3) Song Quality; and 4) Ability of Song to adhere to the “Morning Express with Robin Meade” show theme. The Submission with the highest score will be deemed the Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules (“Grand Prize winner”). Sponsor reserves the right not to award the Grand Prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified Finalist Submissions.

Judges’ and Sponsor’s decisions are final and binding.

NOTIFICATION OF FINALISTS: NOTE: For the purposes of these Official Rules, the “Finalists” shall refer to the singer and/or all band/group members who created the Song as the Applicant. Applicants who are potential Finalists (including all band/group members, if applicable) will be notified by mail, telephone or email and will be required to execute and return an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release (“Affidavit/Release”) as well as any other documents which may be required by Sponsor, all of which must be completed and/or received fully-executed within three (3) business days of date printed on notification or such Finalist, including any band or group members may be disqualified. Finalists agree that Sponsor or its designees may conduct a background check and understand that no further notice is required to be provided to them by Sponsor, and further understand that a Finalist, including a band or group members may be disqualified based on the results of such background check.

GRAND PRIZE WINNER NOTIFICATION: NOTE: For the purposes of these Official Rules, “Grand Prize winner” shall refer to the singer and/or all band/group members who created the Song as the Applicant. Potential Grand Prize winner (including all band/group members, if applicable) will be notified by mail, telephone and/or email. Grand Prize winner (including all band/group members, if applicable) may be required to execute any further documents which may be required by Sponsor, or its licensees and assignees, and all documents must be received fully-executed within three (3) business days of date printed on notification or such potential Grand Prize winner (including all band/group members, if applicable) may be disqualified. In the event it is determined that potential Grand Prize winner (including all band/group members, if applicable) has not complied with these Official Rules, Sponsor is unable to contact any Grand Prize winner (including all band/group members, if applicable) within a reasonable time period, Grand Prize winner (or any band/group members, if applicable) has failed to execute and return any required documents within the specified time period, has made false statements or prize notification is returned as undeliverable, then such potential Grand Prize winner’s Submission will be disqualified. Should the Grand Prize winner (or any band/group members, if applicable) make any false statement(s) in any document required by the Sponsor, such Grand Prize winner (including all band/group members, if applicable) will be disqualified and required to promptly return to Sponsor the prize (or equivalent value). If Grand Prize winner is disqualified for any reason, at Sponsor’s discretion, a runner-up Finalist may be declared the alternate Grand Prize winner, at Sponsor’s and judges’ sole discretion.

GRAND PRIZE (1) (FOR UP TO FOUR (4) MEMBERS): A trip for Grand Prize winner (up to four (4) band/group members in total) to Atlanta, GA (on dates to be determined by Sponsor to professionally record the winning Song. Song may also be featured as the opening track for the show “Morning Express with Robin Meade” at the discretion of the Sponsor. **Note:** if Grand Prize winner is only one (1) individual he/she may bring one (1) guest to accompany him/her on trip. Guest will not be permitted to participate in the professional recording of the Song. (Approximate Retail Value (“ARV”): up to \$3,950). Actual value of trip may vary depending on point of departure and number of band/group members (as applicable). Trip consists of round-trip coach air transportation for Grand Prize winner and/or guest (as applicable) to Atlanta from a major U.S. gateway airport nearest Grand Prize winner’s primary city of residence, five (5) days and four (4) nights’ standard, double occupancy hotel accommodations for up to four (4) individuals (as applicable) (up to two (2) rooms), ground transportation to/from airport, hotel, recording session(s) and a demo tape(s) from the recording session. Exact details of recording shall be determined by Sponsor or its licensees or assignees in its sole discretion. In addition, Grand Prize winner (including all band/group members, if applicable) will not receive any additional compensation or credit for the recording and/or use of his/her voice, biographical information, name or Song in connection with Sponsor’s use of the recording. All federal, state and local taxes and any other incidental costs and expenses associated with prize acceptance and use, including, but not limited to luggage fees, additional transportation, meals, gratuities and souvenirs are the sole responsibility of the Grand Prize winner. Grand Prize winner (including all band/group members, if applicable) and guest (if applicable) must comply with any security procedure(s), measures and rules and regulations imposed by Sponsor representatives or other individuals during the recording. Failure to do so may result in forfeiture of prize. Sponsor does not guarantee the opportunity for the Song to be featured as the opening track for the show “Morning Express with Robin Meade” or to otherwise be used or distributed. If the recording is postponed or canceled for any reason, the Sponsor shall have no further obligation to Grand Prize winner other than to supply a trip to Atlanta minus the recording portion of the prize. Exact nature (including length and time) of recording will be determined by Sponsor or its licensees or assignees in its sole discretion. Sponsor may edit or modify recording as it deems necessary in its sole discretion. Travel arrangements must be made through Sponsor’s agent and on a carrier of Sponsor’s choice. Travel must be completed September 19-23, 2011, or prize will be forfeited and Sponsor will have no further obligation to such Grand Prize winner. Grand Prize winner (including all band/group members, if applicable) must travel on dates specified by Sponsor or forfeit all rights to the prize. Sponsor reserves the right to have Grand Prize winner (including all band/group members, if applicable) and guest (if applicable) travel together on the same itinerary. Grand Prize winner and guest (if applicable) are responsible for obtaining proper documentation prior to travel. No prize substitution is permitted, however, Sponsor reserves the right to substitute prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18) and must execute and return a liability/publicity release. Prize is nontransferable and may not be redeemed for cash. For purposes of IRS 1099-Misc Form tax reporting, if the Grand Prize winner consists of more than one person the retail value will be divided equally among all members. All prize details are at Sponsor’s sole discretion.

OWNERSHIP/USE OF SUBMISSIONS: If selected as the Grand Prize winner, each Applicant (including all band/group members, if applicable) agrees Sponsor shall own

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the Submission (including, without limitation, the music, lyrics and recording) submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Submission and all elements of such Submission, including, without limitation, the voices, music, lyrics, compositions and performances of any persons or embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to Applicant or any third party.

II. SWEEPSTAKES

HOW TO ENTER: Individuals may enter the Sweepstakes by voting for their favorite Finalist Submission in the Contest during the Sweepstakes Period. One (1) vote shall be equal to one (1) sweepstakes entry (each, a "Sweepstakes Entry") for the applicable drawing. Limit one (1) Sweepstakes Entry per person and per email address per Daily Entry Period, regardless of method of entry. Sweepstakes Entries received from any person or email address in excess of the stated limitation for any Daily Entry Period will be void. Sweepstakes Entries generated by script, macro or other automated means and Sweepstakes Entries by any means which subvert the entry process will be void. All Sweepstakes Entries must be submitted by 11:59 p.m. ET on August 30, 2011 to be eligible. All Sweepstakes Entries become property of the Sponsor and will not be returned.

DRAWINGS: One (1) potential winner will be randomly selected for each Daily Entry Period from among all eligible Sweepstakes Entries received for the applicable Daily Entry Period. Odds of winning depend on the number of eligible Sweepstakes Entries received for the applicable drawing. Non-winning eligible Sweepstakes Entries from one drawing will **not** carry forward into subsequent drawings.

WINNER NOTIFICATION: Potential winners will be notified by mail, phone, and/or e-mail and may be required to execute and return an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release within three (3) business days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner within a reasonable time period or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner selected for the drawing at issue.

SWEEPSTAKES PRIZES (15) (One (1) per Daily Entry Period): One "Brand New Day" CD autographed by Robin Meade and one "Morning Sunshine" book autographed by Robin Meade. Total Approximate Retail Value ("ARV") is \$25 for each daily prize. Value of autographed merchandise is subject to market fluctuations and may vary based on the individual who autographed such merchandise. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

III. THE FOLLOWING PROVISIONS APPLY TO THE ENTIRE PROMOTION:

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GENERAL CONDITIONS FOR THE PROMOTION: For the purposes of these Official Rules, Applicants and Sweepstakes entrants may be sometimes collectively referred to herein as “participants”. Prize acceptance constitutes permission (except where prohibited by law) to use participants’ names, recording on video, likenesses, performances, prize won, photographs, statements and biographical information (all at Sponsor’s discretion) for future advertising, publicity and other purposes in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, delayed or undelivered entries, votes, Songs or Submissions; all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Promotion-related information or materials from the website or for any other technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Submission or Sweepstakes Entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit participant’s ability to participate in this Promotion. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Promotion, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Promotion, the processing or judging of Submissions, the processing of Sweepstakes Entries, the cancellation or postponement of any recordings or other events, the tabulating of votes, the incorrect uploading of Songs, the announcement of prizes or in any Promotion-related materials. Sponsor reserves the right to terminate the Promotion for any reason, including in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Promotion in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Promotion and, if terminated, at Sponsor’s sole discretion, (i) to determine the Grand Prize winner for the Contest from among all non-suspect, eligible Submissions received up to time of termination using the criteria outlined above; and (ii) to determine the Sweepstakes Prize winner(s) for the drawing(s) at issue for the Sweepstakes from among all non-suspect, eligible entries received for the applicable drawing(s) up to time of such termination. In the event of a dispute regarding online Submissions and/or Sweepstakes Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of Submission will be deemed to be the participant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning e-mail addresses. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the participation process or the operation of this Promotion or any website (including the Website), intending to annoy, abuse, threaten or harass any other participant, Sponsor or any of its representatives or to otherwise be acting in violation of these Official Rules and void all associated Submissions, votes and/or Sweepstakes Entries, as applicable. CAUTION: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such participant to the fullest extent permitted by law and to disqualify such participant from the Promotion.

MISCELLANEOUS CONDITIONS: By participating in the Promotion, participants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and judges, which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Submissions, votes, and Sweepstakes Entries.

RELEASES: By entering this Promotion, participants agree to release and hold harmless the Released Parties from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Promotion, or acceptance or use of prize (including any travel or activity related thereto or recording of the Song, if any), the administration of the Promotion, the operation of any website or Released Parties' use of any of the rights granted herein (including any claims arising out of the use of third party content). Released Parties assume no responsibility for the conduct of any participant or the responses of anyone appearing in any Submission.

WINNERS' NAMES: For the winners names send a self-addressed stamped envelope by November 1, 2011 to: Rise and Shine Song Contest winners, One CNN Center, NT1001K, Atlanta, GA 30303.

SPONSOR: Cable News Network, Inc., One CNN Center, Atlanta, GA 30303-2762.