

**Official Rules**  
**“Rock Band™ 4 Brutal Mode Battle”**  
**Sponsored by**  
**Harmonix Music Systems, Inc.**

1. **Contest Period:** “Rock Band™ 4 Brutal Mode Battle” (the “Contest”) commences at 10:00 AM Eastern Time (ET) on December 7, 2015 and ends at the conclusion of the Final Round (defined below in Section 4F) on December 19, 2015 (the “Contest Period”). As further described in Section 4 below, you may enter the contest using the online entry form from 10:00 AM ET on December 7, 2015 through 5:00 PM ET on December 12, 2015 and register Brutal Mode guitar scores for the Contest from 12:01 AM ET on December 8, 2015 through Noon ET on December 13, 2015 (the “Preliminary Period”) for the opportunity to advance to the Final Round.
2. **Eligibility:** This Contest is open only to natural persons who are legal residents of one of the 50 States of the United States of America or the District of Columbia. Entrants must be at least 21 years of age or older at time of entry. Proof of residency and age may be required. Employees, officers, and directors of Harmonix Music Systems, Inc. (“HMX”), Mad Catz Interactive, Inc. and each of their respective affiliates and subsidiaries, as well as the immediate family members (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) to each of the above and persons living in the same household of each of the above are not eligible to enter or win the Contest. By participating in the Contest, each Contestant (defined in Section 4A): (a) agrees to be bound by these Official Rules and by the interpretations of these Official Rules by HMX, and by the decisions of HMX, which are final and binding in all matters relating to the Contest; (b) consistent with Section 9, agrees that the Released Parties (defined in Section 5) are not responsible for, and agrees to release and hold harmless Released Parties against, any and all claims, injuries or damages arising out of or relating to participation in the Contest and/or use or misuse or redemption of any Prize (as hereinafter defined); and (c) acknowledges compliance with these Official Rules.
3. SUBJECT TO SECTION 4 BELOW, NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AND VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Subject to all applicable federal, state and local laws and regulations.
4. **To Enter:**
  - A. Visit [<http://www.rockband.com/brutalmodebattle>] and complete all required fields on the online entry form, including your legal name, birth date, street address, Xbox Live GamerTag or PlayStation®Network ID that you will participate in the Contest with (“Contestant ID”), e-mail address and phone number. In order to enter the Contest, all required information must be submitted through the online entry form by 5:00 PM ET on December 12, 2015. Each person submitting a fully completed entry form in accordance with these Official Rules shall be hereinafter referred to as a “Contestant”. Limit one (1) person per Contestant ID (*i.e.*, each Contestant must have his/her own unique Contestant ID). Limit one (1) Contestant ID per entry and one (1) entry per person. The information you submit must match your personal ID in the event you qualify to participate in the Final Round (defined below). Each Contestant acknowledges and agrees to HMX’s Privacy Policy and Terms of Use at [www.harmonixmusic.com](http://www.harmonixmusic.com).
  - B. Using an Xbox One or PlayStation®4 where you have signed in using your Contestant ID, download and install the Rock Band 4 December Feature Update (“Update”) to update Rock Band 4 to include Brutal Mode. There is no fee to download and install the Update. You must have access to an Xbox One or PlayStation®4, as applicable, an Xbox Live account or PlayStation®Network ID, as applicable, Rock Band 4, a Rock Band 4 compatible guitar controller (and adapter, as necessary), and internet connectivity in order to participate in the Contest. You are not required to purchase any of these products or services in order to participate in the Contest and may, for example, use a friend’s hardware and software to participate. In the event the Update is not available at the start of the Preliminary Period (or its availability is limited or its use is otherwise hindered at any time), HMX reserves the right to modify, terminate, cancel or reschedule the Contest in its sole discretion including, but not limited to, revising the Preliminary Period and/or the Contest Period.
  - C. During the Preliminary Period, a Contestant can play and register guitar scores only on the Rock Band Brutal Mode Leaderboards (“Leaderboards”) using his/her Contestant ID on the following Rock Band 4 disc songs in Brutal Mode (“Preliminary Songs”):
    1. Aerosmith - Toys in the Attic
    2. Brad Paisley ft. Keith Urban - Start A Band

3. Dream Theater – Metropolis - Part 1 - "The Miracle And The Sleeper"
4. Elvis Presley - Suspicious Minds
5. Judas Priest - Halls of Valhalla
6. Ozzy Osbourne - Miracle Man
7. Soul Remnants - Dead Black (Heart of Ice)
8. St. Vincent - Birth In Reverse
9. White Denim - At Night In Dreams
10. Van Halen - Panama

Only Brutal Mode guitar scores for the Preliminary Songs are eligible for the Contest during the Preliminary Period, and in order for your Brutal Mode scores to be valid for the Contest, you must be logged in with your Contestant ID and with internet connectivity so that your Brutal Mode guitar scores can be registered on the Leaderboards.

Contestants may play each of the Preliminary Songs multiple times during the Preliminary Period but only their highest score will be registered on the Leaderboards. Subject to these Official Rules (and assuming that you have provided your Contestant ID as directed (and otherwise complied with these Official Rules and any other directions from HMX) so that your scores can be associated with your Contestant ID and registered on the Leaderboards), your highest valid Brutal Mode guitar score registered on the Leaderboards for each of the ten (10) Preliminary Songs during the Preliminary Period will be added together with the result being your "Total Score." If you do not have a valid Leaderboard score for any one or more of the Preliminary Songs, then your score for that Preliminary Song(s) will be zero (0). For example, if your valid Leaderboard scores during the Preliminary Period are as follows:

Song #1: 150,000  
 Song #2: None  
 Song #3: 100,000  
 Song #4: 50,000  
 Song #5: 250,000  
 Song #6: 300,000  
 Song #7: 50,000  
 Song #8: 75,000  
 Song #9: 300,000  
 Song #10: None

Then your Total Score is 1,275,000 (*i.e.*, 150,000 + 0 + 100,000 + 50,000 + 250,000 + 300,000 + 50,000 + 75,000 + 300,000 + 0). Leaderboard scores will be verified by HMX at the conclusion of the Preliminary Period and may not represent a Contestant's Total Score. Your "Entry" in the Contest consists of the information that you provide pursuant to Section 4A together with all of your Brutal Mode guitar scores. Entries which are late, lost, stolen, invalid, damaged, not registered on the Leaderboards for any reason, tampered with, unintelligible, incomplete, misdirected, generated by a script, macro or other automated/repetitive electronic means (unless otherwise permitted herein), inaccurate, forged, irregular or otherwise not in compliance with these Official Rules will be disqualified.

- D. After the conclusion of the Preliminary Period, the five (5) Contestants with the top five (5) highest Total Scores each will be selected as a "Final Round Contestant" and, subject to the requirements set forth herein, eligible to participate in the Final Round (defined in Section 4F). HMX will make up to two (2) attempts between the end of the Preliminary Period and Noon ET on December 14, 2015 to contact each of the potential Final Round Contestants via email and/or phone provided on the entry form to confirm attendance, book travel and receive a signed Affidavit (defined below) and any other necessary documentation. Each selected Final Round Contestant must promptly reply to the notification, confirm attendance, provide necessary information and return a signed Affidavit and any other necessary documentation to HMX by 5:00 PM ET on December 14, 2015. Please check your spam filter to make sure that such notification is not being blocked. Final Round Contestants must be capable of traveling to/from Boston, MA for the Final Round on the scheduled times/dates. If a potential Final Round Contestant cannot be reached, cannot attend the Final Round, does not return the signed Affidavit, does not comply with these Official Rules or otherwise does not meet the requirements or deadlines to participate in the Final Round, that potential Final Round Contestant will be disqualified and HMX will select (time permitting) from among the remaining eligible Contestants, the Contestant with the next highest Total Score to participate in the Final Round based on the same process. In any event, all Final Round Contestants must be confirmed by HMX by 11:59 PM ET on December 15, 2015.
- E. In the event of a tie between two or more Contestants with the same highest Total Scores that impacts the selection of the Final Round Contestants, the Contestant with the lowest aggregate numerical Leaderboard ranking position for the Preliminary Songs at the end of the Preliminary Period shall be the winner of the tie-breaker and advance to the Final Round ("First Tiebreaker"). In the event a tie remains between two or more Contestants after the First

Tiebreaker, then HMX will, in its sole discretion, conduct a competition between the tied Contestants to break the tie.

- F. The confirmed Final Round Contestants shall travel to Boston, MA on December 18, 2015 to participate in the Final Round on December 19, 2015. Subject to the terms herein, HMX shall pay for such Final Round Contestants' domestic round trip airfare, ground transportation in Boston and two (2) nights' lodging to participate in the Final Round. The "Final Round" shall consist of a live competition where each Final Round Contestant shall play Brutal Mode on guitar for three (3) Rock Band 4 songs chosen by HMX (collectively "Final Songs") (*i.e.*, one attempt at each song), with Final Round Contestants' aggregate scores for the Final Songs being used to determine Prize Winners. Other aspects of the Final Round competition will be announced by HMX at or prior to the Final Round event (*e.g.*, order of participants, selection of songs, tiebreaker, etc.). Final Round Contestants hereby consent to be featured in HMX's livestream of the Final Round and agree to sign any required release thereto. In the event of a tie in Final Round scores, the tied Contestants shall each play Brutal Mode on guitar for a Rock Band 4 song chosen by HMX until the tie is broken. In the event that a confirmed Final Round Contestant cannot (or is unable to) participate in the Final Round, HMX reserves the right (but has no obligation) to select an alternative Final Round Contestant consistent with these Official Rules.
- G. Scores for the Final Round shall be calculated live at the event by HMX. The Final Round Contestant with the highest aggregate score on the Final Songs shall win the Grand Prize, the Final Round Contestants with the second and third highest aggregate scores on the Final Songs shall each win a Gold Prize, and the Final Round Contestants with the fourth and fifth highest aggregate scores on the Final Songs shall each win a Silver Prize. Each winner of a Prize (defined in Section 6) is referred to herein as a "Prize Winner". In the event that less than five (5) Final Round Contestants participate in the Final Round, not all of the offered Prizes will be awarded.

5. **Final Round and Prize Winner Verification:** In order to participate in the Final Round and/or win a Prize, the Contestant will be required to sign an affidavit of eligibility, name and likeness release, and release of HMX, its parent company, affiliates, subsidiaries, advertising agencies, and third party fulfillment agencies, Mad Catz Interactive, Inc., Twitter Inc., Facebook, Inc. and Instagram and each of their respective employees, officers, directors, representatives, agents, successors and assigns (collectively, "Released Parties") from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest or the use/misuse or acceptance of any Prize (or any portion thereof) ("Affidavit"). Each potential Final Round Contestant may, in HMX's sole discretion, be required to show a valid state issued driver's license, government-issued identification or other identification (subject to HMX's approval) as evidence of identity. In addition, such Contestant will need to sign and return an IRS W-9 form (which includes his/her Social Security Number) for tax purposes. In the event of non-compliance by any Contestant with any required documentation provided by HMX, such Contestant shall be disqualified and all privileges otherwise due as a Contestant and/or Prize Winner shall be terminated and an alternative potential Final Round participant and/or Prize Winner may be chosen in HMX's sole discretion and time permitting. Entry into this Contest constitutes agreement to sign such releases and any other documentation required by HMX. All decisions of HMX relating to the Contest are final and binding. HMX expressly reserves the right to delay the announcement of the Final Round Contestants and Prize Winner(s) for creative or technical reasons or for any other reason HMX deems necessary.

6. **Prizes:** The following prizes (each a "Prize") are offered in this Contest:

Each of the five (5) Final Round Contestants will receive a "Standard Prize" consisting of the following prize elements which has a total approximate retail value ("ARV") of \$2,000.00:

- Round trip economy class air transportation for Final Round Contestant only from a major U.S. airport nearest Contestant's residence at the time of entry (as determined by HMX in its sole discretion) to Boston Logan International Airport or other nearby airport (as determined by HMX in its sole discretion) ("Airport"), including fees for one (1) standard checked bag.
- Two (2) nights standard hotel accommodation at a hotel in or around Boston, MA determined by HMX in its sole discretion ("Hotel").
- Local transportation between the Airport and Hotel and Hotel and Final Round venue as determined by HMX in its sole discretion.

The one (1) Final Round Contestant verified as the Grand Prize Winner will receive, in addition to the Standard Prize described above, a "Grand Prize" which consists of the following with an ARV of \$2,186.00:

- One (1) Rock Band 4 custom skinned Xbox One or PlayStation®4 console and controller, on the platform chosen by Final Round Contestant.

- One (1) Rock Band 4 PAX East Penny Arcade Guitar controller for the console of their choice.
- Downloadable tokens for all Rock Band 4 DLC released in 2016 for the console of their choice.
- Downloadable tokens redeemable for Between the Buried and Me – The Coma Machine, Opeth – Heir Apparent, and Symphony X – Nevermore Rock Band 4 downloadable content on the console of their choice.
- A cash prize of One Thousand Dollars (\$1,000.00).

Each of the two (2) Final Round Contestants verified as Gold Prize Winners will receive, in addition to the Standard Prize described above, a “Gold Prize” which consists of the following with an ARV of \$106.00

- One (1) Rock Band 4 PAX East Penny Arcade Guitar controller for the console of their choice.
- Downloadable tokens redeemable for Between the Buried and Me – The Coma Machine, Opeth – Heir Apparent, and Symphony X – Nevermore Rock Band 4 downloadable content on the console of their choice.

Each of the two (2) Final Round Contestants verified as Silver Prize Winners will receive, in addition to the Standard Prize described above, a “Silver Prize” which consists of the following with an ARV of \$6.00:

- Downloadable tokens redeemable for Between the Buried and Me – The Coma Machine, Opeth – Heir Apparent, and Symphony X – Nevermore Rock Band 4 downloadable content on the console of their choice.

Any downloadable content will be delivered through download tokens for Xbox One or PlayStation®4 based on the console chosen by the Prize Winner. An Xbox LIVE® or PlayStation®Network account and internet access are required to redeem any download tokens.

7. Total ARV of all offered Prizes: \$12,910.00. The ARV of each Prize and each Prize element is subject to change based on current market conditions at time of Prize fulfillment, including, but not limited to, airfare fluctuations and distance between departure and destination. Any difference between the ARV and the actual value, if any, will not be awarded. All elements of each Standard Prize must be used on December 18-20, 2015. No other substitution, transfer or cash equivalent permitted. HMX reserves the right not to award the Prize if it determines, in its sole discretion, that an insufficient number of eligible Entries were received during the Contest Period. Each Final Round Contestant is solely responsible for obtaining all necessary identification and/or travel documents required for travel, including, but not limited to a valid U.S. driver’s license, passport or other government issued identification. EACH PRIZE IS PROVIDED “AS IS”. HMX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

8. **Prize Terms:** Arrangements for fulfillment of all Prizes will be made by HMX. All elements of all Prizes are subject to availability. The value of the applicable Prize will be taxable to each Prize Winner as income. Each Prize Winner is responsible for reporting and payment of all applicable federal, state and local taxes. All fees and costs, including, but not limited to, food and beverages, gratuities, incidentals, souvenirs, telephone calls, excursions, travel insurance, and any other expenses that are incurred by a Prize Winner, are solely the Prize Winner’s responsibility unless otherwise indicated herein. Each Final Round Contestant may be required to present a valid major credit card at the time of check-in to cover incidentals and fees/services not included in the Prize. HMX shall have no responsibility or obligation to a Prize Winner or potential Prize Winner who is unable or unavailable to accept or utilize a Prize as described herein. No substitution, transfer or cash equivalent of the Prize or any portion thereof is permitted, except by HMX, in which case a prize of equal or greater retail value may be awarded. HMX is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, Prize providers or any other persons providing any Prize-related services or accommodations. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Forfeited prizes may not be awarded.

9. **General Terms and Limitations of Liability:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY CONTESTANT AND/OR PRIZE WINNER OR ANY BEHAVIOR BY ANY CONTESTANT AND/OR PRIZE WINNER THAT WILL BRING SUCH CONTESTANT, PRIZE WINNER AND/OR HMX INTO DISREPUTE (IN HMX’S SOLE DISCRETION) WILL RESULT IN SUCH CONTESTANT AND/OR PRIZE WINNER’S DISQUALIFICATION AS A CONTESTANT/PRIZE WINNER AND ALL PRIVILEGES AS A CONTESTANT/PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

BY ENTERING THIS CONTEST, EACH CONTESTANT (i) AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS HMX AND EACH OF THE OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE TO PERSONS OR PROPERTY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) AND ACTIONS OF ANY KIND (AND AGREE TO WAIVE ANY SUCH CLAIMS, ETC.) RELATED TO, RESULTING FROM OR ARISING OUT OF THIS CONTEST (INCLUDING, WITHOUT LIMITATION, MY PARTICIPATION IN THE CONTEST) OR RESULTING FROM THE ACCEPTANCE OR USE OF ANY PRIZE AWARDED INCLUDING, BUT NOT LIMITED, TO PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY, INVASION OF THE RIGHT OF PRIVACY OR PUBLICITY, AND (ii) ACKNOWLEDGES THAT HMX AND THE OTHER RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE.

HMX and other Released Parties shall not be liable to any Winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. HMX and the other Released Parties shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any persons.

HMX and the other Released Parties assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the Entries in this Contest or the administration of the Contest. HMX and the other Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, hardware, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest or data corruption, theft, destruction, or unauthorized access to entry or other materials and information. HMX and the other Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement/notification of the Prizes and/or Prize Winners. If, for any reason, the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, unavailability or other issues with the Update, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, HMX reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date or modified, notice will be posted on [www.twitter.com/RockBand](http://www.twitter.com/RockBand) and the Prizes may be awarded in a manner that is fair and equitable as determined by HMX. All interpretations of these Official Rules and decisions by HMX are final and binding. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. HMX reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated gameplay; (ii) to have tampered with the entry process or the operation of this Contest; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Contest. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HMX RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE MASSACHUSETTS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Twitter Inc., Facebook, Inc. and Instagram are not sponsors of this Contest and do not endorse or otherwise have anything to do with this Contest.

10. **Request for Name of Prize Winners and Official Rules:** For the names of the Prize Winners and/or Official Rules, send a self-addressed stamped envelope to:

Harmonix Music Systems, Inc.  
40 Broad Street, Floor 7  
Boston, MA 02109  
Attention: Community

All requests for a copy of the Official Rules and for the names of the Prize Winners must be postmarked within six (6) months of the end date of the Contest Period. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the names of the "Prize Winners". Vermont residents may omit return postage if requesting a set of Official Rules. Copies of the Official Rules may also be printed from HMX's website at [<http://www.rockband.com/brutalmodebattlerules>].

11. **Privacy Policy; Web Terms.** HMX will treat all information provided by entrants when entering the Contest according to HMX's Privacy Policy at [www.harmonixmusic.com/privacy](http://www.harmonixmusic.com/privacy). By entering the Contest, each Contestant hereby agrees to HMX's Privacy Policy and the web site terms of use at [www.harmonixmusic.com/terms](http://www.harmonixmusic.com/terms).
12. **Sponsor:** This Contest is sponsored by Harmonix Music Systems, Inc., 40 Broad Street, Floor 7, Boston, MA 02109.