

2008 GUITAR HERO® AEROSMITH ROCKS THE HARD ROCK TOURNAMENT OFFICIAL RULES

PLEASE READ THESE RULES CAREFULLY BEFORE ENTERING THIS TOURNAMENT

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, AND THE DISTRICT OF COLUMBIA, BUT EXCLUDING TENNESSEE (THE "U.S.") CURRENTLY LIVING IN THE U.S., AT LEAST 21 YEARS OF AGE AS OF July 8, 2008. PROOF OF AGE WILL BE REQUIRED IN THE FORM OF A VALID GOVERNMENT ISSUED BIRTH CERTIFICATE, DRIVER'S LICENSE OR PASSPORT OR OTHER VALID FORM OF GOVERNMENT ISSUED PHOTO-IDENTIFICATION.

VOID IN TENNESSEE, PUERTO RICO, THE U.S. VIRGIN ISLANDS, GUAM AND ANY OTHER TERRITORY OR POSSESSION NOT LOCATED WITHIN THE U.S. (AS DEFINED ABOVE) AND WHERE PROHIBITED BY LAW, STATUTE, REGULATION OR OTHER AUTHORITY.

General Description: 2008 GUITAR HERO® AEROSMITH ROCKS THE HARD ROCK TOURNAMENT (the "Tournament") is an exciting game of skill tournament where select, eligible participants ("Participants") will compete by playing "Guitar Hero: Aerosmith" (the "Game") on X-Box 360 pursuant to these rules (the "Official Rules"). Participants will use their skill at playing the Game to try to advance through various rounds of competition to the Grand Finals Round (as defined herein), where the remaining four (4) Participants will compete to win the Grand Prize, a Custom Red Wing motorcycle ("Bike Prize" or "Grand Prize"). The odds of winning the Tournament will depend upon each Participant's skill at playing the Game and the number of individuals participating. Many will enter, few will win. As set forth herein, prizes will be won by a total of fifteen (15) Participants, no matter how many Participants actually compete in the Tournament, and some Participants may be entitled to receive more than one (1) prize. Only one (1) Participant will be selected as the winner of the Bike Prize.

Sponsor: The sponsor of the Tournament is Hard Rock Café International (USA), Inc., having a principal business address at 6100 Old Park Lane, Orlando Florida 32835.

Administrator: The administrator of the Tournament is Eckhardt Consulting, located at 64 Edgewood Avenue, Mill Valley, CA 94941. Administrator is a marketing and management consulting company. As used herein, Administrator refers to Eckhardt Consulting, its affiliates, employees and agents.

Eligibility: In addition to the age and residency restrictions set forth above, you must be in excellent mental and physical health to participate in the Tournament. Employees and their immediate families (spouse, parents, children, siblings, and the respective spouses of any of the foregoing), and including their respective household members (whether or not related), of Hard Rock Café International (USA), Inc., Red Octane, Inc SPIN Magazine, LLC, Activision Publishing, Inc., Eckhardt Consulting, Inc and any other marketing partners (all of the foregoing, collectively, the "Marketing Partners"), and any of their respective affiliated, parent, subsidiary and/or related entities, divisions, advertising, publicity and/or promotion agencies (collectively "Related Parties"), are not eligible to participate. To be eligible to win any prize, Participants must complete and submit all required documentation. Entries are limited as further explained in the "Registration/Entry" section below. All federal, state and local laws apply. By participating in the Tournament, you acknowledge that you meet these eligibility requirements. **IF YOU DO NOT MEET THESE ELIGIBILITY REQUIREMENTS, YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE TOURNAMENT AND/OR WIN ANY PRIZE. SPONSOR AND/OR ADMINISTRATOR RESERVE THE RIGHT TO DISQUALIFY AND TERMINATE THE ELIGIBILITY OF ANY PARTICIPANT WHO, AS SOLELY DETERMINED BY EITHER OF THEM, VIOLATES THE OFFICIAL RULES OR INTERFERES WITH THE TOURNAMENT IN ANY MANNER.**

Tournament Locations and Dates: The initial rounds of the Tournament will take place at the fifteen (15) designated Hard Rock Cafe locations (each a “Tournament Location”) on the dates (each a “Tournament Day”) set forth in the “Tournament Schedule” section below. The Grand Finals will take place in Boston, Massachusetts on August 25, 2008. Although you will have to visit a Hard Rock Cafe location to register and to participate, no purchase is necessary to enter.

Registration/Entry: Participant spaces for the Tournament (each a “Participant Slot”) are limited, so not everyone who wants to participate will necessarily be able to participate. There are a maximum of 32 Participant Slots available for each Tournament Location. The earlier you register, the more likely you will be able to participate in the Tournament. Except for Radio Promotion Slots (as defined below), Participant Slots will be filled in the order in which eligible Participants complete and submit required registration documentation, on a first-come, first-served basis, starting with Pre-Registration (see below). **BECAUSE SPACE AND TIME ARE LIMITED, NEITHER SPONSOR NOR ADMINISTRATOR CAN GUARANTEE THAT ALL INDIVIDUALS OTHERWISE ELIGIBLE TO PARTICIPATE IN THE TOURNAMENT WILL BE ABLE TO PARTICIPATE.**

A. There are only two ways to register to participate in the Tournament: 1) Tournament Day Registration, or 2) via a Radio Promotion Slot. Each method of entry is described below.

1. **Tournament Day Registration:** Generally, Tournament Registration will open starting 2 hours before the documented tournament start time on the Tournament Day and will continue until thirty (30) minutes before the documented start time of the Tournament (local time) on the Tournament Day (with the understanding that you may only be put on the Waiting List). However, in select locations the Tournament Registration may start more than 2 hours before the documented start time of the Tournament. In those instances look for the posted start time at each such location or visit www.hardrock.com. At the Tournament Location, simply ask a Hard Rock representative for the official Tournament Registration Form while supplies last, and complete and submit the form. **You will also have to show your valid government issued birth certificate, drivers license, passport or other government issued photo-identification at this time.** You may not register at one Tournament Location to play at a different Tournament Location. Properly completed Registration Forms will be processed in the order in which they are received. (See “Participant Check-In and Availability Requirements,” below for more information on what you need to do to play on the Tournament Date). If all Participant Slots have been filled prior to the Tournament start time, you may still register to be placed on the Waiting List (See “Waiting List” section below for more information). Once the 32 Participant Slots for a Tournament Location have been filled, a Waiting List will be started for that Tournament Location. (See “Waiting List” below for more information).

Waiting List: Once all designated Participant Slots have been filled for a Tournament Location during Tournament Day Registration, eligible individuals wanting to participate in the Tournament may submit a Registration Form to be placed on the Waiting List for that Tournament Location. Names will be placed on the Waiting List in the order in which completed Registration Forms are accepted. **IF YOU ARE PLACED ON THE WAITING LIST, THERE IS NO GUARANTEE THAT YOU WILL BE ABLE TO PARTICIPATE IN THE TOURNAMENT.** However, in the event a registered Participant fails to be ready for play at his or her designated competition check-in time and/or otherwise fails to comply with these Official Rules or the instructions of Sponsor or Administrator, Administrator may, in its sole discretion, replace such Participant with an individual from the Waiting List or otherwise (an “Alternate Player”). **IF YOU ARE PUT ON THE WAITING LIST, YOU MUST BE AVAILABLE AT THE TOURNAMENT LOCATION WHEN AND IF YOUR NAME IS CALLED IN ORDER TO QUALIFY AS AN ALTERNATE PLAYER, OR ADMINISTRATOR WILL MOVE TO THE NEXT PERSON ON THE WAITING LIST AND YOUR NAME WILL BE MOVED TO THE END OF THE WAITING LIST.** Each name called on the Waiting List (if any) will only be called two (2) times before Administrator moves on to the next

name. **You will be required to show your valid government issued birth certificate, driver's license, passport or other government issued photo-identification at the time your name is called in order to participate.** IF YOUR NAME IS NOT CALLED DURING THE QUALIFYING ROUND OF COMPETITION, YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE TOURNAMENT AT THAT TOURNAMENT LOCATION.

2. Radio Promotion Slots: At selected Tournament Locations one or more Participant Slots may be filled prior to registration on the day of the Tournament by Participants selected by a local radio station in a promotion conducted by such radio station. If filled in this manner, these Participant Slots are also referred to herein as "Radio Promotion Slots". Neither Sponsor nor Administrator is responsible for the manner in which such Participants are selected. Any such Participants are selected by the radio station in the radio station's sole discretion. Any Participants selected in this manner are required to comply with all of the other provisions of these Official Rules, including but not limited to submitting a Registration Form and showing valid identification as specified herein, but they are not subject to the "first-come, first-served" requirements for registration.

B. No Other Entry/Registration. Except as set forth above, no other methods of entry in or registration for the Tournament will be accepted.

C. Limits on Entry/Registration. You may only participate in the Tournament at one Tournament Location. You may only submit one (1) Registration Form for that Tournament Location. You may only register for yourself; you may not register for anyone else. If you register to participate at one Tournament Location and are disqualified for any reason (including failing to show up within your designated competition window), you may not register to participate at any other Tournament Location. Once you have participated in the Tournament at any Tournament Location, you may not register, attempt to register or participate in the Tournament at any other Tournament Location.

D. Disclaimer. Sponsor, Administrator and the other Marketing Partners, and any of their Related Parties will not be responsible for any late, lost, garbled, distorted, illegible, incomplete, inaccurate, ineligible or damaged Registration Forms or other documentation; or any telephone, electronic, hardware, software, network, Internet or other computer or communications-related malfunctions or failure of any type; or any printing or typographical errors in any materials associated with the Tournament. All Registration Forms, entries and other documentation submitted become the sole property of Sponsor and/or Administrator and will not be returned.

Participant Check-In and Availability Requirements: On Tournament Day, if you are a registered Participant, you must initially check-in at the Tournament Location no later than thirty (30) minutes prior to the start of the competition window you have been assigned. (For check-in and availability requirements for those on the Waiting List, see the "Waiting List" section above). **You will be required to show your valid government issued birth certificate, driver's license, passport or other government issued photo-identification at check-in in order to participate.** The Tournament Administrator will call your name when it is your turn to participate in Tournament play. If you fail to show-up for any check-in at the designated time(s), if you are not otherwise present and ready to play when your designated play window comes up, you may be disqualified, removed from the Tournament and/or replaced by another Participant.

The initial rounds of competition at each Tournament Location (each, a "Qualifying Round") are generally expected to take place sometime between 6:00 p.m. and 1:00 a.m. (local time) at each Tournament Location on each Tournament Day (subject to delay).

IF YOU ARE A WINNER OF THE PREVIOUS ROUND, YOU MUST BE PRESENT AT THE TOURNAMENT LOCATION AT THE COMMENCEMENT OF EACH ROUND IN ORDER TO BE QUALIFIED TO PARTICIPATE IN THE FOLLOWING ROUND AND/OR IN ORDER TO QUALIFY AS

AN ALTERNATE. If you are not present and ready to play at the commencement of each new Round, you may be disqualified, removed from the Tournament and/or replaced by a Alternate or other Participant.

TOURNAMENT CITY/METRO AREA	TOURNAMENT DAY/DATE	PRE-REGISTRATION PERIOD* (*local time during applicable business hours & subject to change)	APPROXIMATE COMPETITION TIMES (LOCAL TIME)	MAXIMUM PARTICIPANT SLOTS AVAILABLE	TOURNAMENT LOCATION
Los Angeles, CA	Tuesday, 07/08/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 9:00 p.m. to 12:00am	32	Hard Rock Cafe Hollywood 1000 Universal Studios Blvd. #99 Universal City, CA 91608
San Diego, CA	Wednesday, 07/09/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 9:00 p.m. to 12:00am	32	Hard Rock Cafe San Diego 801 4th Ave. San Diego, CA 92101 619-615-ROCK
Houston, TX	Monday, 7/14/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 9:00 p.m. to 12:00am	32	Hard Rock Cafe Houston 502 Texas Avenue Houston, TX 77002 713-227-1392
New Orleans, LA	Wednesday, 7/16/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 9:00 p.m. to 12:00am	32	Hard Rock Cafe New Orleans 418 N. Peters St. New Orleans, LA 70130 504-529-5617
Orlando, FL	Sunday 07/20/08	Start: 4:00pm Day of tournament	<u>Tournament Rounds:</u> 6:00 p.m. to 9:00pm	32	Hard Rock Cafe Orlando 6050 Universal Boulevard Orlando, FL 32819 407-351-ROCK
Miami, FL	Monday, 07/21/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 9:00 p.m. to 12:00am	32	Hard Rock Cafe Miami 401 Biscayne Blvd. R-200 @ Bayside Marketplace Miami, FL 33132 305-377-3110

Atlanta, GA	Wednesday, 07/23/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 9:00 p.m. to 12:00am	32	Hard Rock Cafe Atlanta 215 Peachtree St. NE Atlanta, GA 30303 404-688-ROCK
Washington DC	Sunday, 7/27/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 9:00 p.m. to 12:00am	32	Hard Rock Cafe Washington, DC 999 E Street, N.W. Washington, DC 20004 202-737-ROCK
New York, NY	Monday 7/28/08	Start: 6:00pm Day of tournament	<u>Tournament Rounds:</u> 8:00 p.m. to 11:00pm	32	Hard Rock Cafe New York 1501 Broadway New York, NY 10036 212-343-3355
Detroit, MI	Wednesday 07/30/08	Start: 5:00pm Day of tournament	<u>Tournament Rounds:</u> 7:00 p.m. to 11:00pm	32	Hard Rock Cafe Detroit 45 Monroe Street Detroit, MI 48226 313-964-ROCK
Chicago, IL	Thursday 07/31/08	Start: 8:00pm Day of tournament	<u>Tournament Rounds:</u> 10:00 p.m. to 1:00am	32	Hard Rock Cafe Chicago 63 West Ontario Chicago, IL 60610 312-943-2252
Denver, CO	Tuesday 8/05/08	Start: 8:00pm Day of tournament	<u>Tournament Rounds:</u> 10:00 p.m. to 1:00am	32	Hard Rock Cafe Denver 500 16th Street Mall Suite 120 Denver, CO 80202 303-623-3191

Salt Lake City, UT	Wednesday 8/6/08	Start: 8:30pm Day of tournament	<u>Tournament Rounds:</u> 10:30 p.m. to 1:30am	32	Hard Rock Cafe Salt Lake City 505 South 600 East Salt Lake City, UT 84102 801-532-ROCK
Phoenix, AZ	Sunday, 8/10/08	Start: 5:00pm Day of tournament	<u>Tournament Rounds:</u> 7:00 p.m. to 10:00pm	32	Hard Rock Cafe Phoenix 3 South 2nd Street Suite 117 Phoenix, AZ 85004 602-261-7625
San Francisco, CA	Tuesday, 8/12/08	Start: 7:00pm Day of tournament	<u>Tournament Rounds:</u> 10:00 p.m. to 1:00am	32	Hard Rock Cafe San Francisco Pier 39 Bldg Q-1 Beach Street & The Embarcadero San Francisco CA, 94133 415-956-2013
Boston, MA	Wednesday, 08/25/08	NONE	<u>FINALS: 8:00 p.m. to 8:30pm</u>	32	Hard Rock Cafe Boston 22-24 Clinton St. Boston, MA 02109 617-424-ROCK

“Bracket” Tournament Rounds:

A. Qualifying/Initial Rounds will take place for approximately three (3) hours. Start times vary by location and it is the Participants’ responsibility to understand the start time. For each Qualifying Round, one (1) game kiosk will be set up at each Tournament Location, and at each kiosk, two (2) Participants will play the Game at the same time. Although Participants will be competing simultaneously with another Participant in Pro Face-Off Mode, and Participants will be playing on a shared screen, each Participant will be scored individually but the winner of each game will be determined by the game interface display result.

B. Qualifying Rounds: There will be fifteen (15) Qualifying Rounds, as indicated in the “Tournament Schedule” section below (one (1) Qualifying Round for each Tournament Location). A maximum of 32 individuals at each Tournament Location will compete in the Qualifying Rounds. All Tournament play will follow a single elimination format. During the Tournament play, each Participant will have one opportunity to play per round. Participants will compete and be eliminated through head-to-head, competitive play. A single loss will result in elimination from the Tournament. The winner of each game will progressively advance through successive rounds until only two Participants remain (the “Finalists”).

C. Finals Round: Following completion of the Qualifying Rounds, the two location Finalists will compete head-to-head in the Finals Round playing the same song (to be designated by the Sponsor) on a shared screen. The Finalist with the highest score in the Finals Round will be named the “Location Winner” for that Tournament Location.

Following completion of each Location Finals Round, the Location Winner at each Tournament Location will be required to play one additional song designated by Sponsor (the “Finals Song”). Each Location Winner will play the Finals Song wearing headphones, and without public on-lookers, at or around each Tournament Location and the Location Winner’s score on the Finals Song will be certified and recorded by Administrator. All Location Winners will play the same Finals Song in Quickplay mode.

Following completion of the Finals Song by the Location Winner from the last Tournament Location, the scores of all Location Winners will be compared by Administrator and the four (4) Location Winners who have the highest certified scores on the Finals Song (each a "Grand Finalist") will win the Finals Prize (as defined in the "Prizes" section below) and will advance to the grand-finals round (the "Grand-Finals Round"). Location Winners may be required to sign Sponsor's and Administrator's standard confidentiality and non-disclosure agreement.

D. Grand-Finals Round: The Grand-Finals Round will take place in Boston, Massachusetts on August 25, 2008. In the Grand-Finals Round, the four (4) Grand Finalists will compete in one semi final round and proceed to one finals round between the top two (2) winners and will play the same song (designated by Sponsor and/or Administrator) (the "Grand Finals Song") at a time and location designated by Sponsor. Although the Grand Finalists will be competing simultaneously with each other in Pro Face-Off Mode, and will be playing on a shared screen, each Grand Finalist will be scored individually. If any of the selected Grand Finalists are unable to travel to Boston, Massachusetts at the designated time(s) and play in the Grand-Finals Round, the Location Winner with the next highest score may be selected as a Grand Finalist. The Grand Finalist who has the highest certified score on the Grand Finals Song in the final round (the "Tournament Winner") will win the Bike Prize (as further explained in the "Prize" section below). The Grand Finals Round may be videotaped.

E. Taping of Game Play and Use of Name and Likeness: All Tournament Rounds may be videotaped, photographed and/or recorded and portions thereof may be used by Sponsor, Administrator and/or and their Marketing Partners for promotional and marketing purposes in any and all media now known or hereafter devised, throughout the universe, without further notice, review, approval or additional compensation or consideration to any Participant. Except where prohibited by law, all Participants will be required to complete Sponsor's and/or Administrator's standard publicity and likeness release(s).

Tournament Play; Scoring: Tournament play will adhere to the following general play and scoring structure:

A. All Tournament play will use the X-Box 360 console system with a standard (wireless) Les Paul guitar controller.

B. Administrator will provide the X-Box 360 console, standard wireless Les Paul guitar controller, Guitar Hero Aerosmith game disc, and game kiosk to be shared by two Participants at a time, and all required interfaces and power supplies. PARTICIPANTS WILL NOT BE ALLOWED TO BRING OR USE ANY OF THEIR OWN EQUIPMENT, CONTROLLERS OR DEVICES. The game monitor will be shared by two Participants at a time. Participants are responsible for understanding game controllers and game operation and making sure that they can see the monitor clearly prior to start of Tournament play.

C. Administrator will configure all play settings in advance of game play, and Participants may not push, hit, or otherwise activate the buttons or functions of the guitar controller or console or otherwise interrupt the configuration process. Such interruption or interference shall be grounds for immediate disqualification in Sponsor's and/or Administrator's sole discretion. Administrator will present any additional play instructions, game controller directions and program any mandatory play settings during the introduction prior to commencement of Tournament play. Participants are responsible for understanding and complying with all instructions and play settings.

D. All Tournament play (other than in the Finals Round) will be at Expert Level, in Pro Face-Off Mode. Tournament play in the Finals Round will be at Expert Level, in Quickplay Mode.

E. Star Power will be allowed. Battle Power will be deactivated and will not be permitted.

F. All Tournament Participants will compete and play standing up. Eligible, registered Participants with disabilities will be accommodated to the best of Administrator's abilities.

G. Tournament Participants will be able to choose whether they operate the guitar controller right-handed or left-handed. Participants must notify Administrator of their preference to play right-handed or left-handed at the time of initial registration. Once a Participant designates his or her preference to play right- or left-handed, they may not change this option for any future Rounds in which they participate. In the event that a Participant fails to timely notify Administrator of their preference to play right- or left-handed, Participants acknowledge that Administrator may not be able to accommodate their preference.

H. Participants may not pause the game at any time during the Tournament for any reason. Any Participant who pauses a game, even inadvertently, may be disqualified and removed from the Tournament, in Sponsor's or Administrator's sole determination.

I. As soon as a Participant finishes a song, the Participant must not push, hit, or otherwise activate any buttons or functions of the guitar controller or console so that Administrator may review and log the appropriate score statistics. Any Participant who fails to comply with this restriction or otherwise interferes with Administrator's ability to read and record scores may be disqualified and removed from the Tournament, in Sponsor's or Administrator's sole determination.

J. Scores will be automatically calculated by the Game software based on the number and order of notes successfully hit while playing a selected song. Scores may be increased by effective use of Star Power and a player's ability to hit multiple notes in a row and receive point multipliers. Scores will be calculated on an objective-basis by internal Game software and the Game console, and Administrator will record and certify the scores obtained. All Tournament advancement will be based on a strictly high score basis, with no additional scoring for showmanship, creative use of the guitar controller, or other factors (subject to the other provisions set forth in these Official Rules).

K. In the event of a high score tie at the end of any Round of the Tournament which impacts Participant advancement in the Tournament, the tying Participant with the higher percentage of notes hit (calculated by the total number of notes hit divided by the total number of possible notes in the song) (as certified by the Administrator) will win the tie. In the event the tying Participants also have the same percentage of notes hit, then the Participant with the higher note streak (calculated by the highest number of consecutive notes hit in a row without missing a note) (as certified by the Administrator) will win the tie. In the event that the tying Participants also have the same high note streak, the tying Participants will play another song (to be selected by Administrator) in the same mode as the previous Round (for which there was a tie), and the Participant with the highest score will win the tie (subject to additional tie breakers provided in this paragraph if applicable).

L. At the end of each game/song, Administrator will review the game result screen as to who has won by the video display, as well as the score statistics displayed by the Game and record the score for the Participant(s) who have just completed Tournament play. These scores, as authenticated solely by Administrator, will determine who advances in the Tournament. If for any reason, other than the actions of a Participant, Administrator is unable to record the applicable score statistics, the game/song may be restarted and played again so that an affected Participant's score statistics can be recorded. Any Participant whose actions interfere with Administrator's ability to record score statistics may be disqualified, removed and/or replaced from the Tournament in Sponsor's or Administrator's sole determination.

M. In the event that you experience any technical malfunctions during game play, you must immediately notify Administrator. You should not interrupt game play of any other Tournament Participant.

N. Sponsor, Administrator and Marketing Partners are not responsible for any hardware, software, technical, power supply or other malfunctions of any type, and all Participants who choose to participate in the Tournament accept the risk that certain malfunctions may arise from time to time. In the event of a technical malfunction that is not caused by a Participant that prevents the Participants from completing a Round of Tournament play, Administrator may determine to allow the impacted non-disqualified Participants to restart the game at the beginning of the song. In the event Game play is interrupted or stopped due to the actions of another Participant or on-looker, Administrator may determine to allow the impacted non-disqualified Participant(s) to restart the game at the beginning of the song (provided that in the event that the game interruption is caused by a Participant pausing the Game, the impacted non-disqualified Participant shall have the option to either resume the song from the point of interruption (and the game will simply be unpaused from the point of pausing for the non-disqualified Participant), or to start over from the beginning of the song. Any Participant who causes a technical malfunction, or otherwise interferes with Tournament play at any time may be disqualified and removed from the Tournament in Sponsor's or Administrator's sole determination.

Tournament Schedule:

Prizes. There are fifteen (15) prizes in total. Only fifteen (15) Participants (each a "Winner") will be eligible to receive prizes, as follows:

A. Fifteen (15) Qualifying Round Prizes: The fifteen (15) Location Winners who win each of the fifteen (15) Qualifying Rounds will each receive a signed Guitar Hero Aerosmith game bundle with a retail value of \$99.00.

B. Four (4) Finals Round Prizes: The four (4) Grand Finalists (the four (4) Location Winners who log the highest scores in the Finals Round) will each receive a prize package (the "Finals Prize") consisting of one (1) trip for two (2) people (consisting of the Grand Finalist and their guest ("Guest")) to Boston, Massachusetts for two (2) nights and two (2) days to participate in the Grand Finals Round competition occurring on August 25th, 2008 (the "Trip"). Approximate retail value of the Trip is \$2,400.00 (actual value may vary depending upon the Grand Finalists' residence, actual final itinerary and seasonal rates).

Subject to Sponsor's requirements and the other provisions hereof, each Grand Finalist's Trip includes: roundtrip coach-class airfare for two (2) people (consisting of the Grand Finalist and their Guest) from the major airport nearest such Grand Finalist's city and state of residence (as determined by Administrator) to the Boston, Massachusetts area; local accommodations (single room/double occupancy) (room and room tax only) within the greater Boston area (as selected and determined by Administrator in its sole discretion) ("Accommodations"); a per diem allowance for two people; and ground transportation between the Boston area airport and the Accommodations and ground transportation between the Accommodations and the location of the Grand Finale. **All other arrangements and expenses not specified herein, including without limitation, additional local transportation, telephone and internet charges, entertainment, tips, services, incidentals, etc., are the responsibility of the Grand Finalists.** In connection with the Accommodations provided to Grand Finalists, Grand Finalists may be required to present a valid credit card at check-in to cover any and all incidentals.

All travel arrangements will be arranged by Administrator and/or its designee. Trip must be taken on carriers, dates and at times specified by Administrator (to be determined at the sole discretion of Sponsor) and if a Grand Finalist is unable or unwilling to travel in accordance with Sponsor's designated itinerary, Grand Finalist may forfeit the Trip and the opportunity to participate in the Grand Finals Round. No responsibility is assumed by Sponsor or Administrator for canceled, delayed or suspended transportation for any reason whatsoever beyond its control. All travel and accommodations are subject to availability, change and certain restrictions; blackout dates apply. Grand Finalists and their Guest must travel on the same itinerary. Guests must be 21 years of age or over as of the date of departure, unless Grand Finalist is the

parent or legal guardian of the Guest. Grand Finalists and their Guest must comply with all security requirements (and must have all necessary identification and/or travel documents required for travel within the United States). If any Grand Finalist lives within 150 miles of Boston, Massachusetts, ground transportation may be substituted for air transportation at Administrator's sole discretion, and any cost or value difference between the air and ground transportation will not be awarded. Complete terms and conditions of Trip will be furnished prior to travel. Grand Finalists and their Guests must complete and submit Administrator's standard Travel Release prior to travel in order to claim the Trip.

C. One (1) Grand Finals Prize: The Tournament Winner (the Grand Finalist who logs the highest score, as certified by Sponsor or Administrator on the Grand Finals Song) will receive a STEVEN TYLER Custom designed Guitar Hero: Aerosmith/Hard Rock Café Red Wing Motorcycle (the "Bike Prize"). Approximate manufacturer suggested retail value of the Bike is \$15,000.00. Bike title, registration, license, bike insurance, delivery of prize to Tournament's Winner, and any other fees and charges are the sole responsibility of the Tournament Winner. The Bike cannot be traded in for its cash equivalent to the Bike Manufacturer or to Sponsor or Administrator.

D. Important Prize Information: Prizes are not assignable or transferable. No substitute or conversion of prize for cash or other goods and services is permitted, except that Sponsor reserves the right to provide a substitute prize of approximately equal or greater value, in Sponsor's sole discretion. Other restrictions may apply. If a Winner cannot accept a prize or a portion of a prize as stated, prize will be forfeited in its entirety and neither Sponsor nor Administrator will have any further obligation to such Winner and Sponsor or Administrator may award the applicable prize to the next eligible Participant (time permitting and based upon scoring and replacement mechanisms set forth herein). All taxes, including, without limitation, any applicable federal, state and local taxes, and international tariffs are the sole responsibility of each individual Winner.

E. Additional Documents and Prize Notification: Potential winners may be required to complete, sign and deliver an Affidavit of Eligibility, tax forms (including a form 1099, as applicable) and, except where prohibited, a Liability/Publicity Release, in the form provided by Sponsor in order to claim prize. For travel prizes, Guest(s) will also be required to sign a Liability/Publicity Release and other documents at least five (5) days prior to travel or guest will not be able to accompany Grand Finalist. If any potential Winner(s) cannot be contacted, is/are contacted and does/do not respond as directed within five (5) days of attempted notification, refuses the Prize or is ineligible to accept any Prize(s), such potential winner(s) may be disqualified and the Prize(s) may be forfeited and awarded to an alternate winner, in Administrator's sole discretion. Administrator shall contact potential Winner(s) by phone and/or e-mail, using the information provided in the Participant's Registration Form, and Administrator is not responsible for any inaccurate contact information provided on the Registration Form. Only the specified number of Prizes and those claimed in accordance with these Official Rules will be awarded. Winners may be required to provide a U.S. shipping address to claim prize.

Participant Conduct:

A. No physical violence, abusive behavior, harassment or threatening language or behavior will be tolerated, including without limitation, any threat of physical violence or any non-consensual contact against any Tournament representative or other Participant.

B. Participants must conduct themselves in a reasonable manner, maintaining a friendly and polite demeanor to other players, spectators, and Tournament representatives.

C. Participants must refrain from the use of vulgar language, if such language can be heard or seen by spectators, other players or any other person.

D. No still photography, sound or video recording of the Tournament by any Participant is allowed.

- E. No firearms or weapons or other dangerous or hazardous items or materials of any sort are to be possessed or brought to any Tournament Location by any Participant at any time.
- F. Participants may not damage any Tournament Location, Tournament equipment or any of the personal property of Sponsor, Administrator, any Marketing Partner, or any other Participant.
- G. No tampering with the equipment and/or materials used by Participants in the Tournament and/or sabotaging other Participants in any manner is permitted (including, without limitation damaging, tampering with and/or sabotaging any game console, game controllers, power supply, or other equipment and/or materials provided to Participants for use in the Tournament or participating in any conduct that interferes with another Participants ability to participate fairly in the Tournament).
- H. Before and during the Tournament, Participants are prohibited from making agreements to financially benefit or receive other similar consideration from any other Participant, any relative of any Participant, any agent or affiliate of any Participant, or any other persons or entities in exchange for deliberate premeditated actions which would affect the outcome of the Tournament. Such agreements shall include, but not be limited to, accepting offers of money or employment in exchange for intentionally performing poorly in the Tournament. Evidence of any such agreement or other similar agreement or collusion or the breach of any other rule, agreement or representation by a Participant may, in the Sponsor's sole discretion, result in that Participant's removal from the Tournament and the Tournament Location and surrender of any Prizes or awards, even if already awarded.
- I. Participants are prohibited from using any equipment other than the equipment provided by Sponsor and/or Administrator.
- J. Participants may not violate any federal, state, local or other applicable laws while participating in the Tournament.
- K. Participants must also abide by and follow Hard Rock Café's security measures (e.g., no shoplifting; no damaging store property; etc.), or they may be asked to leave the Tournament Location.

General Conditions:

- A. Tournament Conditions. Participants should be aware that Tournament play is taking place in a public retail location and physical space during the Tournament and Game play conditions may be limited, tight or confined. Normal retail and promotion activities will continue during Game play and various members of the public (including other Participants) will be permitted to watch the Tournament, all of which may result in noise, movement, climate conditions and other activity that may be distracting to a Participant's concentration or Game play. In addition, Sponsor or Administrator will be filming portions of the Tournament, and thus audio, video, lighting, and other equipment and movement will be present at the Tournament Locations. By entering the Tournament, each Participant acknowledges his or her awareness of these potential conditions and agrees to participate in the Tournament under any such circumstances and assume any and all risks inherent thereto.
- B. Final Decisions: All Winners will be selected by Sponsor or its designee (including Administrator), based on an objective points-scoring system (as explained above in the "Tournament Play; Scoring" section). In the event that a Participant cannot participate in competition in any Round, for whatever reason, Sponsor or Administrator, in its sole discretion, reserves the right to select a substitute Participant (including, at Sponsor's discretion, losing Participants from previous Rounds) or Alternate Player, modify the Tournament structure as necessary or reschedule Tournament play. All Participants must follow Sponsor's and Administrator's directions at all times. All decisions and rulings of Sponsor, Administrator and their designees are final and binding. Sponsor and/or Administrator reserves the right to disqualify any Participant

from participation in competition at any time and for any reason, including, without limitation, before, during or after any given Round.

C. Limitations of Liability: SPONSOR, ADMINISTRATOR, THE OTHER MARKETING PARTNERS AND THEIR RELATED PARTIES, AFFILIATES, AND THE DIRECTORS, OFFICERS, AGENTS, SHAREHOLDERS, EMPLOYEES AND REPRESENTATIVES OF ANY OF THE FOREGOING, (COLLECTIVELY, THE “RELEASED PARTIES”) ARE NOT IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY DAMAGES, LOSSES OR INJURIES RESULTING FROM PARTICIPANTS’ ENTRY INTO AND/OR PARTICIPANT’S PARTICIPATION IN THE TOURNAMENT, ANY TOURNAMENT RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, REGISTRATION, WAITING TIME, PERSONAL INJURY, AND THE CONDUCT OF ANY OTHER PARTICIPANT, ON LOOKER AND/OR ANY GUEST), TRAVEL TO AND FROM ANY TOURNAMENT LOCATION OR TO THE GRAND-FINALS ROUND, OR THE ACCEPTANCE, POSSESSION, DELIVERY, LOSS, USE OR MISUSE OF ANY PRIZE AWARDED IN THE TOURNAMENT. PARTICIPANTS ASSUME SOLE LIABILITY AND ACCEPT ALL RISK OF LOSS FOR ALL INJURIES, DAMAGES, CLAIMS, COSTS OR LOSSES RELATING TO THEIR PARTICIPATION IN THE TOURNAMENT, INCLUDING ANY PERSONAL INJURIES, DEATH AND/OR DAMAGES TO PROPERTY, CAUSED OR CLAIMED TO BE CAUSED AS A RESULT OF OR IN CONNECTION WITH PARTICIPATING IN THIS TOURNAMENT OR THE ACCEPTANCE, POSSESSION, DELIVERY, LOSS, USE OR MISUSES OF ANY PRIZE(S), OR TRAVEL TO OR FROM THE TOURNAMENT, OR IN CONNECTION WITH ANY PRIZE AWARDED IN THE TOURNAMENT, OR ANY CLAIMS RELATED TO RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT. BY ENTERING INTO THE TOURNAMENT AND/OR BY ACCEPTING ANY PRIZE(S), EACH PARTICIPANT (INCLUDING, WITHOUT LIMITATION, EACH WINNER) AGREES TO HOLD THE RELEASED PARTIES HARMLESS FROM ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE TOURNAMENT OR ACCEPTANCE, POSSESSION OR USE OF ANY PRIZE.

D. Force Majeure: Sponsor and/or Administrator has the right to cancel, terminate or modify this Tournament if it cannot be completed as planned due to tampering, unauthorized intervention, technical failures, or other conditions beyond Sponsor’s control, including, without limitation, blackouts, brownouts, insufficient volume of eligible Participants, war, terrorism, riot or other civil disturbance, natural disasters and/or government restrictions.

E. Participant Representations and Warranties: By entering the Tournament each Participant agrees: (a) that the Released Parties each have the right, except where prohibited by law, to use Participant’s first and/or last name, hometown and/or photograph on Sponsor’s, Administrator’s or other Marketing Partners’ website, and in any and all media in and in connection with the promotion, publicity, marketing and advertising for Sponsor, the Marketing Partners, the Guitar Hero video game franchise, existing and future video games, this Tournament or other promotion by Sponsor or the Marketing Partners without any further notice or compensation to Participant, (b) to be bound by these Official Rules and the decisions of Sponsor’s personnel and/or designees (including Administrator), (c) to be contacted by mail, email or telephone regarding this Tournament (solely for purposes relating to this Tournament), and (d) to indemnify, defend and hold harmless the Released Parties from any and all claims arising out of or relating to any breach by Participant of the terms and conditions of the Official Rules, or Participant’s activities, actions or inactions in or in connection with the Tournament.

F. Filming of Tournament; Release. By attending the Tournament, each Participant authorizes Sponsor, Administrator and Marketing Partners to film, record and/or photograph his or her voice and likeness (“Image”), and also grants Sponsor, Administrator and Marketing Partners the irrevocable right to use any footage, recordings or photographs of him or her recorded or taken during the Tournament, or any reproduction or modification thereof (collectively, the “Recordings”) in any manner and media throughout

the world an unlimited number of times in perpetuity for advertising, trade, promotion, exhibition or any other lawful purpose except where prohibited by law. By attending the Tournament, except where prohibited by law each Participant further waives any right of inspection or approval of the uses to which Sponsor, Administrator or Marketing Partners may put the Recordings, and releases Sponsor, Administrator and Marketing Partners from any and all claims arising out of or in connection with the Recordings, the Participant's Image or Sponsor's, Administrator's or Marketing Partners' use thereof. Participants and/or potential Winners may be required to complete and submit additional documentation in connection herewith .

G. Revisions & Final Decisions of Sponsor & Administrator. All rules are subject to change in Sponsor's and/or Administrator's discretion, and changes may be posted without notice. It is each Participant's responsibility to know and understand the rules as they exist the day of the Tournament. Changes may be made on the day of a Tournament to rules or tournament format if necessary to accommodate special circumstances. Sponsor and Administrator reserve the right to add or remove any rules as it deems appropriate. Any and all of the decisions and determinations of Sponsor and/or Administrator are final.

Winners List: After all Winners are determined and verified, a winners list will be (1) posted at www.guitarhero.com and www.hardrock.com and will remain posted for approximately three (3) months; (2) available by sending a stamped, self-addressed envelope to Eckhardt Consulting, Inc., 64 Edgewood Avenue, Mill Valley, CA 94941 for receipt by October 1, 2008 (except that residents of WA and VT may omit return postage).

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