

## PRIZE PROVIDER AGREEMENT

This Prize Provider Agreement (the "Agreement") effective as of July 2, 2014 ("Effective Date") is made and entered into by and between rock CAN roll, Inc. ("Sponsor") with its principal offices at 50 Orange Drive, Jericho, NY 11753, and Live Nation Worldwide, Inc. ("LN"), as prize provider with its principal offices at 9348 Civic Center Drive, Beverly Hills, CA 90210.

WHEREAS, (a) Sponsor desires that LN provide products for use as prizing and (b) Sponsor will conduct a sweepstakes or contest and plans to offer the prizes provided by Prize Provider in connection therewith, as set forth below.

NOW, THEREFORE in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, LN and Sponsor hereby agree as follows:

1. Administration of Promotion: Sponsor shall administer the Promotion in compliance with all federal, state and local laws and regulations governing sweepstakes and/or contests, including, without limitation, any privacy laws and regulations. Sponsor may hire a professional fulfillment house to execute the Promotion, but will remain responsible for such compliance. Sponsor will be solely responsible for all aspects of the Promotion including, without limitation, administering and managing the Promotion, drafting any rules and/or terms of the Promotion, conducting all necessary registering and bonding of the Promotion, selecting and notifying the winners, fulfilling the prizing, and obtaining all necessary releases and tax documentation. Promotion rules and any release will require participants to release the parties .

2. LN: LN shall provide the following to Sponsor solely to be used as prizes in connection with the Promotion ("Prize"):

- Forty (40) general admission tickets to The Fray at Pier 97 in New York, NY scheduled to take place on July 9, 2014; and a meet and greet for two (2) people. Value: \$1,700.00
- Two (2) general admission tickets to Zac Brown Band at PNC Bank Arts Center in Holmdel, NJ scheduled to take place on July 10, 2014. Value: \$126.00
- One hundred (100) general admission tickets to The Soulshine Tour featuring Michael Franti & Spearhead at Pier 97 in New York, NY scheduled to take place on July 21, 2014. Value: \$4,550.00
- Meet and greet for two (2) people for Lady Antebellum at Jones Beach in Wantagh, NY scheduled to take place on July 27, 2014.
- Two (2) general admission tickets to Kings Of Leon at Jones Beach in Wantagh, NY scheduled to take place on August 13, 2014. Value: \$150.00
- Two (2) Nikon COOLPIX S3600 cameras in Silver. Value: \$220.00
- Miscellaneous merchandise items to be selected at sole discretion of LN. Approximate Value: \$1,150.00

Any prize given by LN shall be without any payment or other compensation by the winner.

For clarification, LN shall in no way be responsible for administering the Promotion or for anything related to the Promotion other than providing the Prize to Sponsor.

3. Approval of Promotional Materials: Prize Provider hereby grants to Sponsor a limited, royalty-free, non-exclusive and non-transferable right and license to use its name and marks solely as may be provided by Prize Provider in its sole discretion (“Intellectual Property”) and solely in connection with the Promotion. In the event that the Prize consists of certain artist merchandise, Sponsor may use the related artist's name solely in connection with the description of the Prize and may not use the artist's name, image, likeness or logo in Promotion titles or marketing materials. Prize Provider will have the right of prior review and final approval of the use of its Intellectual Property and the artist’s name in all promotional materials created by Sponsor in connection with the Promotion. Sponsor acknowledges the exclusive ownership of Prize Provider’s Intellectual Property, and acknowledges that its use of Prize Provider’s Intellectual Property inures to the benefit of Prize Provider, including any goodwill, and that Sponsor will not acquire any ownership in Prize Provider’s Intellectual Property as a result of this Agreement.

4. Indemnification: Prize Provider agrees to indemnify, defend and hold harmless Sponsor and its parent, subsidiary, and affiliated corporations, and all officers, directors, shareholders, agents, employees, representatives and associates thereof, for any and all third party claims, demands, losses or damages, inquiries and/or liabilities of every kind whatsoever, whether now known or unknown, arising out of, resulting from, or in any way connected with (a) the Prize provided by Prize Provider or (b) an allegation that Sponsor’s use of Prize Provider’s Intellectual Property infringes a third party’s intellectual property rights, provided that Prize Provider’s Intellectual Property was used in the form in which, and for the purpose for which, was supplied to Sponsor by Prize Provider. Sponsor agrees to indemnify, defend and hold harmless Prize Provider and its parent, subsidiary, and affiliated corporations, and all officers, directors, shareholders, agents, employees, representatives and associates thereof, for any and all third party claims, demands, losses or damages, inquiries and/or liabilities of every kind whatsoever, whether now known or unknown, arising out of, resulting from, or in any way connected with the Promotion, except with respect to the Prize provided by Prize Provider or the authorized use of Prize Provider’s Intellectual Property.

5. Representations and Warranties: Each party represents and warrants that (a) it has the full right and authority to enter into this Agreement and to perform the acts required of it pursuant to this Agreement, and (b) it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.

6. Relationship of Parties: The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

7. Miscellaneous. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely

meets the commercial intent of the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signatures sent by facsimile or email shall be deemed original signatures. This Agreement shall be governed by the laws of the State of California, except for its conflict of law provisions. All disputes regarding this Agreement shall be resolved in the applicable state or federal courts of Los Angeles County, California. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.