

OFFICIAL SWEEPSTAKES RULES

"The Underoath All Access Giveaway" Sweepstakes

Limitations on Eligibility/Availability of Sweepstakes

This sweepstakes is void where prohibited by applicable law. The Sweepstakes is open and offered only to legal residents of the 50 United States and the District of Columbia age 18 or older. Winners may be required to sign an Affidavit of Eligibility as a condition to the delivery of the applicable prize. Employees (and their immediate families or household members) of Tooth & Nail Records, Relevant Media Group and their respective parent companies, affiliates and subsidiaries are not eligible to enter the Sweepstakes.

How to Enter

No purchase is necessary to participate in the Sweepstakes. To enter, you must submit all required information asked on the entry form. By registering for the Sweepstakes you will be agreeing that your registration and any other information collected in connection with the Sweepstakes may be used by Relevant Media Group in accordance with our Privacy Policy (please see Relevant Media Group's [privacy policy](#) for more information) and may be shared with their affiliated business entities, if you opt-in to receive email or other communications from Relevant Media Group. You may subsequently opt-out of the receipt of such email or communications by following the directions in the email, communications or by contacting Relevant Media Group directly. Entrants will also receive information from Tooth & Nail Records, Underoath, and participating contributors via e-mail by "opting-in" on the registration page.

All online entries must include entrant's name, address, and valid email address. The Sweepstakes will begin at approximately 10:00 AM (EST) November 13, 2006 and entries must be date stamped by our e-mail server no later than December 29, 2006 at 5:00 PM (EST). The first and last name provided by online entrants will be the identity of the entrant and, if selected for a prize, the identity of the winner. No copies, facsimiles or mechanical reproductions of entries will be accepted. We expressly reserve the right to disqualify any entries that we believe in good-faith are generated by a so-called spam or automated e-mail program or via scripts and automated submission. By participating, all entrants agree to abide by these Official Rules.

Prizes

GRAND PRIZE: One (1) Grand Prize consists of two tickets to an Underoath concert and one pair of meet-n-greet passes for the winner and one guest to meet Underoath (approximate retail value \$50.00). One (1) First Prize winner will receive one Sony PSP System, one Signed Underoath poster, and one Signed Underoath "Define The Great Line" CD (approximate retail value \$250.00). One (1) Second Prize winner will receive one Vestal Watch and one Signed Underoath poster (approximate retail value \$75.00). One (1) Third Prize winner will receive one Underoath Skate Deck and one Signed Underoath "Define The Great Line" CD (approximate retail value \$50.00).

Entries and prizes are nontransferable. All prizes will be awarded. No substitutions are permitted, except that Sponsor reserves the right to substitute a prize of equal or greater monetary value or cash value for any prize. Winners shall be responsible and liable for all federal, state and local taxes on the value of their prize. To receive a complete list of winners or a copy of the Official Sweepstakes Rules, send a self-

addressed stamped envelope to The Underoath All Access Giveaway Sweepstakes - Winner's List / Tooth & Nail Records Records P.O. Box 12698 Seattle, WA 98111-4698. Specify winner's list or rules on your request.

Selection

A random drawing will take place within 30 days after the Sweepstakes entry deadline listed above. The winners will be notified by telephone and/or email; Relevant Media Group/Tooth & Nail Records reserves the right to determine the method of notification. Winners must claim their prize within three (3) business days after the date of notification of such prize. A Sweepstakes winner's failure to respond to the prize notification within the specified three (3) business days will be considered such Sweepstakes winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. The number of eligible entries received determines the odds of winning. In the event of a dispute regarding the identity of the person submitting the entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered services will be rejected and result in the disqualification of the entrant from the giveaway. All drawings will be conducted under the supervision of Relevant Media Group/Tooth & Nail Records. The decisions of Relevant Media Group/Tooth & Nail Records are final and binding in all matters relating to this Sweepstakes.

Potential winners may be required to execute and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (except where prohibited) (the Affidavit/Release). The Affidavit/Release must be returned by the deadline stated in such documents. If a potential winner fails to return such documents within that time, or if an entrant is found to be ineligible, or if a potential winner does not comply with the Official Rules, then the potential winner will be disqualified and an alternate entrant will be selected from among all eligible entries received as a potential winner. All prizes offered are being provided as is with no warranty or guarantee by Sponsor, either express or implied. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. No transfer, substitution, upgrade, credit, refund or cash equivalent for prizes is allowed except at Sponsor's sole discretion. Sponsor reserves the right, in Sponsor's sole and absolute discretion, to substitute a prize or prize component of equal or greater value if a prize cannot be awarded as described for any reason. Limit of one (1) prize per person/family/household. All prizes will be awarded. Please allow 6-8 weeks for delivery of prizes. Insurance, tips, taxes and other expenses not specified are not included and are the sole responsibility of each winner. If a prize or prize notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected. All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of each winner. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes winner's permission for the Sweepstakes Entities and those acting under their authority to use said winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state only) on a worldwide basis, and in all forms of media, in perpetuity, for advertising or promotional purposes without review or further compensation.

General Conditions and Releases

An entrant or winner may be disqualified from the Sweepstakes if he or she fails to comply with each provision of these Official Rules, as determined in the sole discretion of Relevant Media Group/Tooth & Nail Records.

Relevant Media Group/Tooth & Nail Records shall not be liable for 1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the sweepstakes entry form, 2) entries, and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, 3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Sweepstakes, 4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any part of this Sweepstakes or 5) any warranty of fitness or merchantability of any prize or the function or operation thereof, which shall be the sole responsibility of the manufacturer of the prize.

Unless prohibited by applicable law, entry constitutes permission to use an entrant's name, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Relevant Media Group/Tooth & Nail Records deems appropriate for publicity purposes without any further compensation to such entrant. By entering or accepting a prize in the Sweepstakes, winners agree to be bound by these Official Sweepstakes Rules and to conform to all federal, state and local laws and regulations. When applicable, the winner will be required to execute and return to Relevant Media Group/Tooth & Nail Records within thirty (30) business days an Affidavit of Eligibility and a Liability and Publicity Release to be eligible for the prize or an alternate winner will be selected. Winner may be required to furnish proof of identity, address and birth date in order to receive prize.

By entering, an entrant agrees to release and hold Relevant Media Group, Tooth & Nail Records, and their parent, subsidiary and affiliated entities, directors, officers, employees, attorneys, agents, and representatives from any damage, injury, death, loss, claim, action, demand, or other liability (collectively Claims) that may arise from their acceptance, possession and/or use of any prize or their participation in this promotion, or from any misuse or malfunction of any prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for prizes and may be prosecuted to the full extent of the law. Relevant Media Group/Tooth & Nail Records reserves the right to modify the rules of the Sweepstakes in any way or at any time. Relevant Media Group/Tooth & Nail Records reserves the right, in their sole discretion, to cancel or suspend this Sweepstakes should viruses, bugs or other causes beyond their control corrupt the administration, security or proper play of the Sweepstakes. This Sweepstakes shall be governed by Washington law. By participating in this sweepstakes, entrants agree that Washington courts shall have jurisdiction over any dispute or litigation arising from or relating to this Sweepstakes and that venue shall be only in Seattle, Washington.