

The SmartMusic® Share Your Story Contest

OFFICIAL RULES

No additional purchase necessary to enter or win. A purchase will not improve chances of winning. Contest begins at 12:01 a.m. (CDT) April 20, 2010 and ends at 11:59 p.m. (CDT) May 31, 2010 (“the Promotion Period”).

ELIGIBILITY: The contest is open to legal residents of the United States and the District of Columbia who are at least 18 years of age at the time of entry, are educators that use SmartMusic with their students and have implemented the Gradebook (formerly Impact) feature of SmartMusic. Employees, directors and officers of MakeMusic, Inc. (“MakeMusic”), affiliated and subsidiary company’s advertising and promotion agencies, web suppliers, and others involved in the creation, production or execution of this Contest, and members of their respective immediate family (spouses, parents, siblings and children and their spouses) and households (whether or not related) are not eligible. No groups, clubs or organizations can participate in this promotion. This contest is void in Puerto Rico and all other U.S. territories and possessions and wherever prohibited. MakeMusic reserves the right to verify eligibility qualifications of the winner.

TO ENTER: To enter, go to <http://www.smartmusic.com/Community/Contest.aspx> and fill out the entry form and enter into the Content Submission Agreement at no charge. In 500 words or less, submit during the Promotion Period an original, previously unpublished and un-submitted essay created by yourself that tells us about the results you’ve achieved as a teacher and with your students using SmartMusic.

The person submitting the online entry must be the authorized account holder of the login information provided with the entry. “Authorized account holder” is the natural person who is assigned to the account. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the login information is registered. Winners may be required to provide MakeMusic with proof that they are the authorized account holder associated with the entry.

MakeMusic’s (or its designated agent’s) computer will be the official promotion time clock. Limit one entry per person, household or login information. All entries become the property of the MakeMusic and will not be acknowledged or returned. MakeMusic is not responsible for late, lost, stolen, misdirected, misplaced, illegible, mutilated, damaged, or incomplete entries.

For purposes of these Official Rules, “receipt” of an online entry occurs when MakeMusic’s servers record the entry information. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by MakeMusic of an online entry. If multiple entries are received, only the first entry received will count. Every online entry must be manually key-stroked by entrant. Automated entries, third party entries, copies, facsimiles and/or mechanical reproductions are not permitted and will be disqualified.

MakeMusic is not responsible for any computer, online, telephone or technical malfunctions that may occur, for any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the Contest, or any technical or human error

which may occur in the processing of submissions in the Contest, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries or for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing. MakeMusic is not responsible for any injury or damage to participants or to any computer related to or resulting from participating in Contest or downloading Contest information or materials. If, for any reason, the Contest is not capable of running as planned, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, MakeMusic reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part and randomly select winners from among all eligible entries legitimately received prior to the cancellation, termination or modification. Notice of any cancellation, termination or modification will be posted on the Website. By entering the Contest, participants agree to MakeMusic's use of their personal information. MakeMusic reserves the right at its sole discretion to disqualify any individual it finds to be tampering or attempting to tamper with the entry process, the operation of the Contest or the Website, violating the Official Rules, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND MAKEMUSIC RESERVES THE RIGHT TO SEEK DAMAGES AND ALL OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Entries will be judged first by a panel of at least three judges selected by MakeMusic to determine which entries advance. Last year's Share Your Story winners serve as judges for round two of this year's contest. The second panel of judges will select eight finalists. The judges will use the following criteria and percentage weights:

(40%) Quality of student results: What type of results did your students achieve as a result of using SmartMusic? How did SmartMusic help them achieve those results? Also, describe other results achieved.

(40%) Quality of teacher results: Specifically, how did SmartMusic help you as a teacher? Also, describe other results achieved.

(20%) Writing: Is the entry well written and easy to understand? Is the presentation of the results interesting and engaging?

In the event of a tie, the tied entries will be re-judged using the same criteria.

The eight Finalists will be notified on or before August 6, 2010 and have until August 11, 2010 to submit a digital "head and shoulders" photograph of themselves via e-mail. No props or other people may be included in the photograph.

The photographs of the eight Finalists, along with their original entries, will be featured on the Website beginning on or about August 18, 2010 until September 24, 2010, during which time visitors to the site can vote for the Finalists. Visitors may only vote one time. The entry with the highest number of votes will be awarded the Grand Prize. The entry with the second highest number of votes will receive the second prize and the entrant with the third highest number of votes will receive the third prize. The remaining 5 entrants will receive the Honorable Mention prize.

If there is no website voting or if MakeMusic, at its sole discretion, decides to eliminate this aspect of the judging, in its place a judging panel will use the criteria listed above to decide the winners from amongst the eight Finalists.

The resulting winners will be notified of their ranking and prize on or about October 1, 2010.

PRIZES:

One (1) Grand Prize: Grand Prize Winner will receive \$2,000 cash and a \$500 JW Pepper gift certificate (approximate retail value: \$2,500)

One (1) Second Prize: 2nd Place Winner will receive \$500 cash and a \$500 JW Pepper gift certificate (approximate retail value: \$1,000)

One (1) Third Prize: 3rd Place Winner will receive \$250 cash a \$250 JW Pepper gift certificate (approximate retail value: \$500)

Five (5) Honorable Mention Prizes: Honorable Mention winners will each receive a \$200 JW Pepper gift certificate (approximate retail value: \$1,000)

(Total Prize Value: approximately \$5,000)

Winners will be notified by phone, email or mail on or about October 1, 2010, and may be required to complete an Affidavit of Eligibility/Liability/Publicity Release where not prohibited, which must be signed, notarized and returned within seven (7) days of issuance of notification. Failure to comply may result in prize forfeiture. Taxes, if any, are the sole responsibility of the winners, and winners may receive an IRS Form 1099. No prize transfers or substitutions permitted. Winners agree that the Released Parties shall not be liable for injury, loss or damage of any kind resulting from participation in this promotion or from the acceptance or use of the prizes awarded.

GENERAL: These Official Rules include, by this reference, the Content Submission Agreement published on the Website. By participating, entrants agree to these Official Rules and to the decisions of MakeMusic and judges, which shall be final in all respects, including (without limitation) all decisions regarding eligibility, compliance with these rules, the selection of winners, the award of prize and the administration of drawings and events; to release and hold MakeMusic, its parent, subsidiaries and other affiliated companies, advertising and promotion agencies, judging organizations, promotion administrators and their respective directors, agents and employees (the "Released Parties") harmless from all liability, loss, personal injury or death, or damage to reputation or of any kind attributable in

whole or in part, directly or indirectly, to their participation in the Contest or their acceptance and/or use of a prize.

Any promotion materials, including the offer or these Official Rules, which contain production, printing or typographical errors, or are obtained outside authorized or legitimate channels are void; and MakeMusic's liability, if any, is limited to the replacement of such materials. Recipients of such materials release the Released Parties from any and all losses, claims or damages that may result there from. Contest materials are automatically void if they are reproduced, mutilated, forged, altered or tampered with in any way, or if they are obtained outside authorized, legitimate channels.

Any attempt by any person to obtain more than the stated number of entries by using multiple/different login accounts or any other methods will void all of the person's entries and that person will be disqualified. MakeMusic's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF A PARTICIPANT'S ACCESS TO OR USE OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By submitting an entry, entrants unconditionally assign and transfer to MakeMusic all rights, title, interest and claim, which entrant has or may have in the future to entries (including, without limitation, the submitted essay), including, without limitation, the worldwide copyright, the right to own, assign, edit, modify, adapt, transmit, publically display, publish or otherwise use the essay without approval, acknowledgement or compensation unless prohibited by law, and if a winner, to MakeMusic's unrestricted use in all media of winner's name, voice, likeness, image, submissions, statements, biographical information and state of residence for editorial, advertising and promotional purposes, including but not limited to posting the entries and photographs online or on a winner's list and other online announcements, and for sharing the entries and photographs with the media, without notice, additional compensation, credit, or right of review or approval, except where prohibited. Participants also agree to perform all acts and execute all documents to confirm these grants in writing.

By entering, entrants agree to defend, release and hold harmless MakeMusic and their agents from and against any claims, action and/or liability for injury, loss or damage of any kind resulting from participating in this promotion (including in connection with the use and/or exploitation of the submitted essay) or from the acceptance or use of prize awarded.

By entering, entrants acknowledge compliance with these official rules, including all eligibility requirements. All entries become the property of MakeMusic and will not be returned. Entries not complying with all rules are void.

ARBITRATION/CHOICE OF LAW: Except where prohibited, participants agree that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then in effect, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by participant in connection with this Contest, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and question concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and MakeMusic and/or MakeMusic's agencies in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Minnesota. The invalidity or unenforceability of any provision of these rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

WINNERS LIST: Winners will be posted at
<http://www.smartmusic.com/Community/Contest.aspx> starting October 19, 2010.

SPONSOR: MakeMusic, Inc., 7615 Golden Triangle Drive, Suite M, Eden Prairie, MN 55344-3848.

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