

MAKE YOUR OWN BLACKMORES NIGHT VIDEO CONTEST

OFFICIAL RULES

1. Eligibility.

NO PURCHASE NECESSARY. . You must be 13 years of age or older on the date on which your entry is received. Entrants aged 13-21 will be required to have their parent or legal guardian's permission to enter as described below. Only 1 Entry per person; subsequent entries will be disregarded. Employees of Blackmore's Night, its agents and employees, or any of its production or advertising agencies, and their families, are not eligible to participate. All federal, state and local laws and regulations of the United States apply. Void where prohibited or restricted by law. In the event that the Contest is challenged by any legal or regulatory authority, Blackmore's Night reserves the right to discontinue or modify the Contest, or to disqualify entrants residing in the affected geographic areas. In such event, Blackmore's Night shall have no liability to any entrants who are disqualified due to such an action. By entering this Contest, entrants accept and agree to be bound by these Official Rules and the decisions of the judges, which shall be final, binding and conclusive on all matters

2. Entry

(a) To enter, create your your own video, using your own original video footage, still art or imagery, using one of the songs from any Blackmore's Night album with one of their original songs. Then send us your link showing us the video. Please use the email address listed, complete the entry form provided including your name, street address, telephone number, date of birth, gender, email address, copyright release any possible username, and password,

As an alternative means of entry, you may and send your video, together with a completed the entry form to:

"Blackmore's Night Video Contest"

Blackmore Productions c/o Carole Stevens

P.O. Box 735 Nesconset, NY 11767-0735

Editing tools will not be provided Chances of winning are not affected by means of entry.

All entries must be received no later than date posted on website to be eligible.

The Master or copies will not be returned to you and it will be property of Blackmore's Production.

Only one entry per person. If multiple entries are received by the same entrant, only the first entry received from that entrant will qualify for entry in the Contest; subsequent entries submitted by that entrant shall be disqualified. Each entry must have at least one (1) valid email account in order to qualify. By entering, entrants agree to be bound by the decisions of the judges and these Official Rules, whose decisions shall be final. Odds of winning are determined by the number of eligible entries received.

Blackmores Nlght and its agents and employees are not be responsible for lost, late, misdirected, damaged, or postage due mail or e-mail, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays.

Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules are also void. In the event of a dispute concerning who submitted an e-mail entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account from which the entry is made. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address

(b) With the exception of any materials provided by Blackmore's Night, each submission must be wholly original and created entirely by entrant and must not incorporate or include any elements that are owned by any third party or would require the consent of any third party and entrant's submission must not violate any law or the copyright, trademark, publicity right, privacy right or any other right of any third party.

(c) NO PURCHASE NECESSARY.

3. Our Right to Use Your Work and Information about you.

(a) Entries and other submitted material become the property of Blackmore's Night and will not be acknowledged or returned. By sending us a postal mail entry, it becomes property of Blackmore's Production. You will get credit for the work you created. By submitting an entry:

(i) you represent and warrant that: (A) your entry is wholly original and does not incorporate or include anything that is owned by any third party and does not violate any copyright, trademark, publicity right, or any other right of any third party, and (B) you own and/or control 100% of all right, title and interest in and to the entry, as well as all elements contained therein, other than materials in the public domain or materials provided by Blackmore's Night (the "Content"); and

(ii) you agree that your entry shall be a "work made for hire," with all rights therein, including, without limitation, the exclusive copyright, being the property of Blackmore's Night. In the event your entry is considered not to be a "work made for hire," you irrevocably assign to Blackmore's Night all right, title, and interest in your entry (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade, as well as the right to edit the entry.

(b) You hereby hold Blackmore's Night and L.I. Web Solutions harmless from and against any third party claim arising from use of the Content. You waive any right to privacy. You waive any right to inspect or approve uses of the Content or to be compensated for any such uses. You hereby represent and warrant that you are at least 13 years of age and that you have read these Official Rules and are fully familiar with its contents.

(c) By submitting an entry, you grant to Blackmore's Night and its affiliated companies the right, to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical information, submission/Entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing Blackmore's Night and its products or services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to Blackmore's Night and its affiliated companies with respect to all entrants in the Contest, including the entrant who is selected as the winner and those entrants who are not selected as the winner. Blackmores Night is under no obligation to use the winning Entries for any purpose.

4. Selection of Winner / Prizes.

(a) All entries will be judged by a panel of judges selected in the sole discretion of Blackmore's Night who will judge the entries on the basis of the following criteria: **originality** (25%), **creativity** (25%), **concept** (25%), and **presentation** (25%) The winner shall be the person whose entry receives the highest overall score ("Winner"); the Runner Up will be the entrant with the four next highest scores. In the event of a tie, the winner shall be the person whose entry receives the highest score on originality. There will be one (1) Winner of the Contest, and (1) runner up. Winner and Runner Up will be selected on or about the time posted on the website . The decision of the judges shall be final and binding in all regards. The final decisions will be posted by the fans on a polling system. If this polling system gets corrupt, we will than use our own judges.

The Winner and Runner Up will be notified by telephone or email, and will be required to sign and return an Affidavit of Eligibility and Publicity/Liability Release (and any other documents required by Blackmore's Night), within five (5) calendar days of notification. If the Winner and/or Runners Up cannot be contacted within five (5) calendar days of first notification attempt, if the prize notification is returned as undeliverable, if the Winner rejects the prize or in the event of noncompliance with these Rules, the prize will be forfeited and the entrant with the next highest score will be selected as Winner or Runner Up. Upon prize forfeiture, no compensation will be given. The Affidavit of Eligibility must be complete and must include the Winner's social security or resident alien identification number. The information in Winner's Affidavit of Eligibility must be correct and must be identical to the information provided in Winner's Entry or the Winner will be disqualified.

(b) The Winner(s) will receive the following prizes: PRIZES:

There will be one (1) Grand Prize consisting of:

To be announced . The video will also be posted on the Blackmore's night video's page.

The Video will possible be on the next DVD release of Blackmore's Night.

(1) Runner Up will receive:

A To be announced prize and their video will be posted up on the Videos page of Blackmore's Night.

The video will possibly be on the next DVD release of Blackmore's Night

At the sole discretion of Blackmore's Night, any video submitted as an entry in this Contest may be used as the official online music video for Blackmore's Night to be broadcast on television, online and otherwise as determined by Blackmore's Night in its sole discretion. No compensation will be provided in the event any entry is selected for broadcast. NOTE: BY ENTERING or WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR VIDEO WILL BE USED BY BLACKMORES NIGHT OR OTHERWISE.

Other conditions and restrictions apply. Prizes are non-transferable. No substitutions or cash redemptions.

Estimated combined retail value of prizes:

(c) By accepting the prizes, Winner releases and discharges Blackmore's Night, its affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest. Blackmore's Night reserves the right to substitute a comparable prize of like or greater value for any prize, or to pay Winner a cash equivalent (the value of which shall be determined by Blackmore's Night in its sole discretion), for any reason.

(d) If, for reasons beyond Blackmore's Night control (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, Blackmore's Night, at its sole discretion, reserves the right to cancel or modify the Contest, without liability. All taxes (including, but not limited to, income taxes) are the sole responsibility of Winner. Winner (and parent or legal guardian of Winner under 21) may be required to execute (and have notarized) an Affidavit of Eligibility, Copyright Release, a Liability Release, and/or a Publicity Release (the "Affidavit/Release") which must be returned to and received by Blackmore's Night within five (5) calendar days from Winner's receipt of the Affidavit/Release. Winner may also be required to send a copy of his/her passport, drivers license or birth certificate as proof of age and residency. Non-compliance with any of these requirements may result in disqualification, in which case an alternate winner may be chosen. All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

5. Your Release of Blackmore's Night From Any and All Liability.

Entrants agree that Blackmore's Night and the Contest Entities shall not be liable for losses or injuries of any kind resulting from: (i) acceptance/possession and/or use/misuse of prize(s), (ii) participation in the Contest, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer dating mechanism, computer equipment, hardware and/or software, or (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. Entrants also agree that Blackmore's night and the Contest Entities are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the Contest and/or its prizes. Blackmore's night and the Contest Entities are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Blackmore's Night reserves the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

7. How to Get More Information

(a) To obtain the identity of the prize winner, send a self-addressed, stamped envelope to: "Make Your Own Modest Mouse Missed The Boat Video Contest" Winners List, Epic Records Online, 2100 Colorado Ave, Santa Monica, CA 90404 by May 22, 2007. The Winner's name will also be posted on the Blackmore's Night website.

The sponsor of this Contest is Blackmore's Productions and L.I.Websolutions . Questions regarding the Contest can be directed by mail to "Make Your Own Video Contest", c/o Carole Stevens P.O. Box 735 Nesconset, NY 11767-0735.

8. This contest will be held by monthly, or whenever Blackmore's Night wants to declare some winners. There will only be 1 winner at a time. These rules may change at anytime for any reason.

This contest will have a date for the submissions to be entered, this date will be posted on the website.

This contest will also have a poll that all can vote on, If for some reason this poll has problem and delivers us bad results, we will than judge this contest by our own judges. Nothing in this contest is set in stone and can be changed at anytime.

We can also remove this contest for any reason we see fit, at anytime.