

## **FIGMENT LUCRE RULES OF USE**

**PLEASE READ CAREFULLY.** By reviewing these Rules of Use and clicking “I Agree” to the Figment’s Terms and Conditions, you agree to the following rules governing the Figment Media, LLC’s (“Figment”) Point Reward Program (the “Program”). For purposes of this Program, Figment Points shall be known as “Lucre”.

### **1. Overview of the Figment Point Reward Program**

A. The Program is a program sponsored by Figment through which individuals who have joined Figment’s website, [www.figment.cc](http://www.figment.cc) (the “Website”), can collect Lucre based upon certain benchmarks being achieved by their fictitious bands (i.e. fictitious record and merchandise sales, popularity of their fictitious band as determined by other uses of the Website, etc.), or through other methods as may be added from time to time. Based upon the achievements realized by their fictitious bands (as more fully set forth in Section 5 below), individuals will have their accounts credited with the Lucre they have collected.

B. Individuals may redeem their Lucre for merchandise or services available at [www.figment.cc/lucrestore](http://www.figment.cc/lucrestore) or at any participating partner sites if applicable.

### **2. Eligibility**

A. The Program is open to legal residents of the 50 United States (and the District of Columbia) who are 13 years and older at the time they register with the Website. Void where prohibited by law.

B. Employees of Figment and its respective related companies, parents, subsidiaries, affiliates, and agents may participate under the condition that the total number of Lucre that they can collect and redeem in the entire Program is capped at 100,000 pieces of Lucre. Note: Attempted violation of this rule will result in disqualification from the Program.

C. Employees of QM Tech and any agencies or companies involved in the development or execution of the Program and the immediate family (spouse, parents, siblings, and children) and household members of each such employee may not participate in the Program. Note: Attempted violation of this rule will result in disqualification from the Program and is grounds for disciplinary action.

D. Participation in the Program constitutes the participant's full and unconditional agreement to these Rules of Use.

**3. Duration of Program.** The Program began on February 12, 2008 and currently does not have a termination date (the “Redemption Period”); provided, however, that Figment reserves the right to shorten, extend, modify, or cancel the Program, in its sole discretion, at any time. Individuals can collect Lucre as set forth in Section 5 below. Lucre may be earned beginning 12:00 p.m. ET on February 12, 2008 until the end of the Redemption Period (the “Collection Period”), and individuals will be able to redeem Lucre at any time during the Redemption Period. Individuals can collect Lucre by the methods set forth in Section 5 below and will be able to redeem Lucre as set forth in Section 6 below.

**4. Enrolling in the Program.** Individuals age 13 and older are automatically enrolled in the Program when they register his or her account information as required through the Website. Once participants register for an account on the Website, they will be enrolled in the Program (“Enrollees”). The number of Lucre collected by each Enrollee will be recorded and tracked in the Enrollee’s Account.

**5. Collecting Lucre.** On Figment, registered users can create fake bands and albums. Those registered users that create bands accumulate Lucre from the actions of registered users interacting with their bands and releases. Lucre is the fictional monetary unit of Figment and does not have any actual monetary value in USD or any other currency. Lucre can only be redeemed for prizes on Figment.

A. On Figment, registered visitors earn “Lucre,” based on activities that affect each of their band’s popularity and the quality of their releases. These Lucre Points can be redeemed for rewards in the Lucre Store section of the website.

Registered users earn Lucre from the bands they create and their associated releases in the following ways:

### ***Popularity of the Band***

- When another registered site users adds a band to their list of favorite bands, the band’s creator earns 10 pieces of Lucre. This lucre reward is a one-time only award. Bands can be removed from a registered user’s favorites list without any corresponding loss of Lucre.

### ***Quality of a Band’s Releases***

- When another registered user adds the release to their “collection” the creator of the album earns 20 pieces of Lucre.
- Once per week, a registered user can click on a listen button for any release that they have in their collection. Each registered user is allowed to listen to up to 50 different albums per week. The creator of the album receives 5 pieces of Lucre for each album listen.

### ***Exceptional Performance***

- When a given albums reaches a certain Figment sales numbers will be awarded special sales awards in the form of “Industry Bling” icons on their album page as well as a corresponding special Lucre award To obtain these special awards users must attain the following sales numbers for an album:
  - a. Gold Horn Award = 100 album sales (adds to users collections)
  - b. Platinum Horn Award = 250 album sales (adds to users collections)
  - c. Diamond Horn Award = 500 album sales (adds to users collections)

## **Detailed Lucre Award Rules**

All of the following are one time Lucre awards per registered user based on site activity – lucre points will not be removed if the activity is subsequently reversed by user activity. Lucre awards received by a band will also not be deleted from a registered users account if that user chooses to delete a band and its corresponding albums that he/she created from Figment.

### **Adding a Band to Favorites - “Fan Base”**

Adding to Favorites – 10 pieces of Lucre (one time award)

### **Industry Heavyweights marking a band as a favorite**

A one time 20 Lucre Points award occurs when an industry heavyweight adds a band to their favorites

*Industry Heavyweights are Figment site administrators and/or professionals from the music business (labels, musicians, press, publicists.) Industry Heavyweights can cast votes on their favorite bands and albums just like any other registered Figment user with one key difference - any bands that they favorite, albums they add to their collections or listen to, and bands they review will receive special Lucre rewards (see Lucre Award details below for more information)!*

### **”Buying” a release, also known as “Adding it To Your Collection -**

*EP – 15 pieces of Lucre*

*Album – 20 pieces of Lucre*

*Industry Heavyweight buys either release format, EP or Album – 40 pieces of Lucre*

### **Listens**

Listens from a registered Figment User – 5 pieces of Lucre

Listens from an Industry Heavyweight - 10 pieces of Lucre

### **Band Buzz**

Comments from registered figment visitors on a band – 1 piece of lucre+

Comments from registered figment users on an album – 1 piece of lucre+

*Please note that each registered user may only leave 10 comments per week per band and 10 comments per week per album.*

## Industry Bling and Corresponding Lucre Awards

*Album awards and the corresponding Filthy Lucre are only awarded to an individual album and are not rewarded for the combined earnings of a bands discography.*

*Gold Horns Award for 100 adds to users collections*

("album sales") - 500 pieces of Lucre

*Platinum Horns Award for 250 adds to users collections*

("album sales") – 1,000 pieces of Lucre

*Diamond Horns Award for 500 adds to users collections*

("album sales") – 5,000 pieces of Lucre

### **Lucre Point Totals Needed for Lucre Store**

These prizes are subject to change.

#### **Lucre Redemption Totals**

10,000 pieces of Lucre = \$25 iTunes Card

15,000 pieces of Lucre = \$50 iTunes Card

25,000 pieces of Lucre = iPod Shuffle

50,000 pieces of Lucre = iPod Nano

B. Figment reserves the right to change the number of Lucre awarded at any time during the Program. At various times during the Program, Figment may declare "Filthy Lucre" periods. Enrollees who have achieved the benchmarks set forth above during Filthy Lucre periods will earn an extra number of Lucre, in the discretion of Figment, for each benchmark achieved. The Website will indicate whether there is an active Filthy Lucre period in effect.

C. Enrollees will be invited to submit the names and email addresses friends who may be eligible to enroll in the Program. Each person that an Enrollee refers will receive an email solely notifying them about the Program. The email will be sent directly from the Enrollee to each friend and Figment will not collect any information about any friend unless a friend later enrolls in the Program. Enrollees may only refer persons with whom they have an existing relationship. For each referred person who enrolls in the Program within thirty (30) days of the referral, the referring Enrollee will receive one hundred (100) Lucre which will be deposited in his or her Account. Please note that an email will not be sent to the referred friend if that person is already enrolled in the Program, has been referred by another Enrollee within the past thirty (30) days, or previously has opted-out of receiving emails from Figment, in which case the referral is not valid for purposes of this section and the referring Enrollee will not receive any Lucre for the referral.

D. Enrollees may not combine or transfer Lucre with other Enrollees' Accounts. Enrollees may not combine Lucre obtained by others for deposit into a single Enrollee's account, nor transfer, sell, or otherwise dispose of Lucre in any manner in violation or attempted subversion of these Rules of Use. Any attempt to combine or transfer Lucre will result in disqualification from the Program and forfeiture of all Lucre in any Enrollee's Account. Figment reserves the right to take any other or additional action it deems appropriate in its sole discretion in the event that Figment believes, in its sole discretion, that an Enrollee (or Enrollees) have violated this provision.

E. Figment reserves the right to change, add, or remove the methods by which Enrollees can collect Lucre. Enrollees are responsible for the payment of all taxes which may result from the reward(s) received as part of the Program.

F. The validation of Lucre will be subject to verification by Figment whose decisions on the outcome are in its sole discretion and are final and binding. Lucre will not be awarded until after the verification process is complete. Lucre is void if not obtained in accordance with these Rules of Use and through legitimate channels. The corresponding number of Lucre will appear in the appropriate Enrollee's Account within five (5) business days after completion of the validation process, however, Figment reserves the right in its sole discretion to award Lucre later than five (5) business days if additional time is needed for any reason.

G. Each Enrollee is responsible for ensuring the accuracy of his or her Account and is encouraged to check his or her Account regularly.

H. If an Enrollee believes that Lucre were not properly accrued to his or her Account, the Enrollee must notify Figment by emailing Figment Customer Service at [customerservice@figment.cc](mailto:customerservice@figment.cc) within thirty (30) days of the day he or she believes the benchmark for obtaining Lucre was achieved.

I. Figment's decisions regarding the awarding of Lucre are final and binding. Lucre awarded which are subsequently determined to be improper or invalid for any reason are subject to disqualification and the previously awarded Lucre will be removed from the Enrollee's Account to which the invalid Lucre were credited.

J. Enrollees may collect Lucre in the manner set forth above during the Collection Period, unless extended or otherwise modified by Figment.

## **6. Redeeming Lucre**

A. Enrollees may redeem their Lucre for merchandise, discounts, offers and other items of value ("Rewards") listed in the "Lucre Store" section of the Website while supplies last. The Website (or Partner's website) will list the corresponding point value required to redeem each item. Figment reserves the right to modify the list of merchandise and other items available for point redemption, as well as their corresponding point values, at any time for any reason during the Redemption Period.

B. To spend/redeem your Lucre, navigate through the items listed on the Website or listed on any Partner's website. By linking to select Partner websites, your enrollment profile information may be shared with that Partner and will be governed by that site's privacy policy and terms of use. You can choose any item still available for which you have accumulated sufficient Lucre for redemption. Follow the links and instructions to complete the redemption process. As part of the redemption process, you will receive a confirmation email and when applicable, an email containing the actual item you have redeemed in the form of a digital code,

coupon, etc. Emails will be sent to the email address assigned to the Enrollee's Account. Enrollees are responsible for ensuring their Account information is accurate and up to date.

C. All point redemptions for products are final. Refunds, exchanges and other issues are governed by the vendor's terms and conditions applicable to the purchase and are not the responsibility of Figment.

D. Figment reserves the right to modify the available items for redemption and corresponding point totals at any time during the program.

E. Any Lucre remaining in an Enrollee's Account which has remained inactive for a period of three hundred sixty (360) days or more will be forfeited without compensation. Failure to either credit Lucre to an Account or redeem Lucre from an Account constitutes inactivity for purposes of this condition.

F. Any Lucre remaining in an Enrollee's Account at the end of the Redemption Period will be forfeited without compensation. Lucre has no cash value and is only redeemable for offered rewards via the Program.

G. Enrollees may redeem Lucre in the manner set forth in these Rules of Use. The period in which to redeem Lucre currently does not have a termination; provided, however, that Figment reserves the right to shorten, extend, modify, or cancel the Redemption Period, in its sole discretion, at any time.

H. Figment is not affiliated with any of the listed products or retailers in the Lucre Store. Trademarks, service marks, and/or logos (including, the individual names of products and retailers) are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by Figment.

## **7. Modifications and Termination of the Program**

A. Figment reserves the right to modify any of the Rules of Use set forth herein, including, but not limited to, the duration of the Collection Period, Redemption Period, methods by which enrollees can collect Lucre, the number of Lucre associated with the achievement of certain benchmarks or other activities, the number of Lucre that may be redeemed through the Program, and any of the options made available to Enrollees with respect to their Accounts, at any time, with or without notice, even though these changes may affect an Enrollee's ability to accrue or use his or her Lucre.

B. Figment reserves the right to terminate the Program at any time, for any reason, with or without notice, even though termination may affect an Enrollee's ability to accrue or use his or her Lucre. In the event of an early termination, Enrollees will have 30 days from date Program termination is announced to redeem their Lucre. If the Program expires as scheduled, Enrollees will have until the end of the Redemption Period to redeem their Lucre.

C. An Enrollee's continued participation in the Program constitutes the Enrollee's acceptance of any changes to these Rules of Use. Enrollees are responsible for remaining knowledgeable as to any changes that Figment may make to these Rules of Use. The most current version of these Rules of Use will be available at [www.figment.cc](http://www.figment.cc) and will supersede all previous versions of these Rules of Use.

## **8. General Terms and Conditions.**

A. To learn how the personal information collected in connection with the Program may be used, individuals should read Figment's Privacy Policy which is available at [www.figment.cc](http://www.figment.cc). The terms of the Figment Privacy Policy are incorporated herein by reference.

B. Figment reserves the right to discontinue the participation privileges of any Enrollee who engages in any fraudulent activity or uses the Program in a manner inconsistent with these Rules of Use or any federal, state or local, laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated Lucre. In addition to discontinuance of participation privileges, Figment shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

C. The Program is provided to individuals only.

D. Lucre does not constitute property of an Enrollee and may be revoked at any time by Figment as set forth herein. Lucre may not be transferred or assigned, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law.

E. Figment is not responsible for any incorrect or inaccurate information supplied by Enrollees while participating in the Program.

F. All questions or disputes regarding eligibility for the Program, collecting or redemption of Lucre, or an Enrollee's compliance with these Rules of Use will be resolved by Figment in its sole discretion.

## **9. Limitation of Liability**

A. Figment is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Enrollee, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction. In the event of an error, neither Figment, nor their respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Program or the production or distribution of Program materials ("Releasees") shall have any liability. **UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR MERCHANDISE OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF FIGMENT IMPROPERLY DENIES AN ENROLLEE ANY LUCRE, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF LUCRE. BY PARTICIPATING IN THE PROGRAM, AN ENROLLEE WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.** Figment, its joint ventures, officers, directors, employees, members, managers, promotion agencies, agents, successors, assigns, and service providers, are not responsible for any products or services offered by the Rewards Partners. **TO THE FULLEST EXTENT ALLOWABLE BY LAW, FIGMENT AND THEIR PROMOTION AGENCIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED BY ANY REWARDS PARTNER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR**

**FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.** Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Program participants agree to rely solely on the manufacturer's warranties, if any, for any products redeemed through this program.

B. As a condition of participating in this Program, Enrollee agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any rewards obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in New York County, New York; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will Enrollee be permitted to seek recovery for, and Enrollee hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

C. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules of Use, or the rights and obligations of Enrollee and Figment in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

D. These Rules of Use constitute the entire agreement between Program participants and Figment pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Rules of Use shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

E. If any provision of these Rules of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules of Use, which will otherwise remain in full force and effect.