

NEW WEST RECORDS

STEVE EARLE MARTIN GUITAR SWEEPSTAKES

OFFICIAL RULES:

No Purchase Necessary

A Purchase Does Not Increase Your Chances Of Winning

(Scroll down for the New West Records Sweepstakes Official Rules)

1. HOW TO ENTER: To enter, go to www.newwestrecords.com/steveearle. Scroll down to the Enter To Win section of the page. Fill in the entry form following all instructions and click Submit Sweepstakes Form. Only one submission per entrant: if excessive entries are received, only the first entry will be considered and subsequent entries will be disqualified. The Sweepstakes will begin on or about 12:00 a.m. (PST) on May 6, 2009. All on-line entrants must provide a valid e-mail address. First and last name of all on-line entrants establishes the identity of the entrant and ultimately, who the winner is. Any intent by the entrant to misrepresent themselves through the use of aliases and e-mail addresses will be disqualified. Limit one entry per household and/or unique e-mail address. If multiple entries are received from any person or e-mail address, all such subsequent entries will be disqualified. By participating all entrants agree abide by these official rules.

2. ELIGIBILITY: The Sweepstakes is open to legal residents of the United States who are age eighteen (18) years and older. This Sweepstakes is void wherever prohibited by federal, state, provincial, municipal or local law. Employees and immediate families or household members of New West Records, and its respective parent companies, affiliates and subsidiaries (hereinafter collectively called "Sponsors"), are ineligible to participate in this Sweepstakes.

3. GRAND PRIZE: 1 Grand Prize winner will receive a Martin Acoustic Guitar. Approximate retail value \$1000.00.

4. SWEEPSTAKES DEADLINES: All entries for the Grand Prize drawing must be received by noon (PDT) on December 31, 2009.

5. WINNER SELECTION AND NOTIFICATION: The Grand Prize winner will be chosen by random selection in a drawing on or about January 4, 2010 from all eligible entries received by Sponsor. Odds of winning will depend on the number of eligible entries received. Entrants need not be present at the drawing to win a prize. Entries will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The decisions of New West Records are final and binding in all matters relating to this Sweepstakes. Entries are the property of the Sponsors and will not be returned.

The Grand Prize winner will be notified by telephone or e-mail. New West Records reserves the right to determine the method of notification. The Sponsors 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, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind. The Grand Prize winner will be given five (5) business days from the first day of notification to respond to claim the Grand Prize. A non-response by the winner or non-receipt of notification response after the specified five (5) business days will be considered winner's forfeiture of the Grand Prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries.

6. GENERAL CONDITIONS: This Sweepstakes is void where prohibited by law and is subject to all applicable Federal, State, and local laws and regulations. In the event of non-compliance by the winner, ("Participant") with the official rules of this Sweepstakes, an alternative winner may be awarded the respective prize. The Grand Prize is non-transferable. The Grand Prize may not be substituted for cash, except that the Sponsors reserve the right to substitute a prize of equal or greater value if the Grand Prize is unavailable. Return of the Grand Prize or Grand Prize notification as undeliverable will result in a disqualification and an alternate winner may be selected. All prizes will be awarded. Winner is solely responsible for all taxes on the Grand Prize. All incidental expenses will be the responsibility of the Winner. Except where legally prohibited, acceptance of the Grand Prize constitutes permission for Sponsors to use the Participants' name, photograph, likeness, voice, address (city and state) and testimonials, in printed, broadcast media or new media, in perpetuity, in any manner they deem appropriate in connection with promoting this or any other Sweepstakes and/or promotion sponsored by them, without further compensation in connection with this Sweepstakes or the prize awarded. The Sweepstakes is governed by U.S. law and is to be viewed by U.S. residents.

7. RELEASES: By participating, entrants agree that the Sponsors and those involved in the development, production (including prize suppliers), implementation and distribution of this promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Sweepstakes, including entry and participation in this Sweepstakes and acceptance, possession, use or misuse of the prizes. All entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to this Sweepstakes, they will indemnify Sponsors from any and all such claims, including the attorneys' fees related thereto. Sponsors shall not be liable for entries and winner notification responses that are delayed, lost, misdirected, mis-delivered, marked postage-due, illegible, mutilated, incorrect or incomplete, and such entries will not be eligible for this Sweepstakes. The Sponsors shall not be responsible for 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. 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. The Sponsors reserve 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. The Sponsors further reserve the right to modify the rules of the Sweepstakes in any way or at any time, as long as reasonable notice is given. This Sweepstakes shall be governed by California law. By participating in this Sweepstakes, entrants agree that California courts shall have jurisdiction over any dispute or litigation arising from or relating to this Sweepstakes and that venue shall be only in Los Angeles, California.

8. RULES/WINNERS LIST: The Participants' screen names and submissions may be posted on "<http://www.newwestrecords.com>." within 10 days of the drawing. To receive a copy of the Official Rules, or a list of winners, send a self-addressed stamped envelope to: Steve Earle Martin Guitar Sweepstakes, New West Records, 9215 West Olympic Blvd., Beverly Hills, California 90212. Specify winner's list or rules on your request.