

NO PURCHASE NECESSARY TO ENTER.VOID WHERE PROHIBITED OR RESTRICTED BY LAW. OPEN TO LEGAL RESIDENTS OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 13 YEARS OF AGE OR OLDER.

INTRODUCTION. This "Two Loons for Tea "Monkey" Music Video Contest" (the "Contest") gives participants ("Participant(s)") the opportunity to produce their own music video for the song "Monkey" by Two Loons for Tea, from their album "Nine Lucid Dreams" (Sarathan Catalog # 012). The details of the prize and how to enter the Contest are contained in these Official Rules.

SPONSOR. Sarathan Records, LLC.

ELIGIBILITY. The Contest is open only to residents of the United States and the District of Columbia who are 13 years of age or older at time of entry. Void where prohibited or restricted by law. Employees and principals of Sponsor and their respective affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners).

HOW TO ENTER.

To enter the Contest, during the Entry Period, as defined below, eligible Participants must:

(i) produce their own version of a music video ("Submitted Video") (length of music video must be full length of the original audio track of "Monkey") of the musical composition "Monkey" by Two Loons for Tea (the "Recording"). The Recording can be obtained from the following sources:

free download at <http://www.sarathan.com/monkeyvideocontest/>

from participant's personal copy of the album "Nine Lucid Dreams"

(ii) The Recording must not be altered in any fashion, including but not limited to editing, time compression or modifying the length of the original musical composition.

(iii) The Submitted Video must be no greater than 100MB in size, in one of the following formats: .wmv, .avi, .mov, .mpg. Files should be sized to 480x360 at 1024 kps and 30 frames per second.

Sponsor will not convert files not created with these settings, and cannot guarantee that submissions will be judged for the Contest if not submitted according to these specifications.

(iv) Submitted Videos must be submitted electronically via any of the following methods:

(a) Via the upload form found at:

<http://www.sarathan.com/monkeyvideocontest/>

(b) Via yousendit.com addressed to monkey-video-contest@twoloons.com, with the subject line ""Monkey" Music Video Contest Submission YouSendIt Link" and your name, city, state, country, postal code, email address, and phone number in the email body. It is essential that Participants include email address and phone number as it will be the means by which Sponsor will be contacting Participant, if applicable.

Once submitted video has been reviewed and approved for entry into contest by Sponsor, Participant will be notified via email of acceptability within three (3) business days, and will be instructed on how to submit their video to YouTube in a fashion that the submission will be officially linked to Contest.

(v) At the beginning of each Submitted Video, the following should be included:

(a) 5 seconds of black

(b) title card with the following: Participant's name, city, state, country, postal code, and "This video made for the "Monkey" Music Video Contest, www.twoloons.com/monkey-video.html."

(vi) If possible, Participants should retain a full resolution master copy of the Submitted Video in NTSC, SECAM or HD formats as Sponsor may elect to distribute the Submitted Video to media outlets which require broadcast resolution. Acceptable file dimensions for broadcast are:

Standard Definition: 720x480, 720x486, 720x576

High Definition: 1280x720, 1920x1080

(vii) Credits at the end of each Submitted Video are limited to a maximum of 10 seconds running time. It is Participant's responsibility to ensure full and correct crediting.

CONTEST DESCRIPTION AND TIMING.

Entry Period: The Contest will run from 12:00 p.m Pacific Standard Time on October 28, 2007 through 11:59 p.m. Pacific Standard Time on March 31, 2008. During the Entry Period Participants may enter the Contest as described above.

YouTube Upload: Participant shall upload Sponsor Approved Submitted Video to YouTube.com by: 11:59 PM PST March 31, 2008. Sponsor shall not be responsible for any Submitted Videos that cannot be uploaded on YouTube.com due to format and/or technical issues and/or if Participant did not submit the Submitted Videos in accordance with the specifications outlined above.

WINNER SELECTION AND NOTIFICATION.

Two (2) grand prize winners ("Winner(s)") will be selected by April 15, 2008. One winning entry will be selected by the Sponsor based on the following criteria: 50% creativity, 50% originality. A second winning Participant shall be determined by popular voting on a page which will be designated specifically for this vote. Most popular prize will be awarded to video with highest number of unique votes. Details of URL for the voting page will be announced on April 1st, 2008. Popular voting will be happen from April 1st, 2008 through April 14th, 2008.

Any prize won by a Participant under the age of majority in his/her state will be awarded to his/her parent or legal guardian, who must sign any documents that may be required by Sponsor. All Participants must comply with all terms and conditions set forth in these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners will be notified by email or telephone on or about April 21, 2008. If a Winner cannot be contacted within 72 hours from the first attempt to contact such potential winner, an alternate potential winner will be selected from among the remaining Participants of the remaining Submitted Videos. In the event that YouTube.com or other services required for Contest are interrupted or disrupted, Sponsor reserves the right to determine the second Winner in its sole discretion based on the

originality and overall quality of the Submitted Videos remaining in the Contest.

The potential winner must execute and return an Affidavit of Eligibility/Release of Liability and, where permitted, publicity release within FIVE (5) days of notification. Noncompliance within this time period may result in disqualification and an alternate Winner may be selected. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

ENTRIES.

Electronic entries will be deemed made at time of entry. Limit one (1) entry per person. More than one (1) entry from any person will void all entries from that person. Any attempt by a person to enter more than once may result in disqualification at the discretion of the Sponsor. Sponsor is not responsible for lost, late, incomplete, garbled, illegible, or misdirected Contest entries, or for any error, human, technical or otherwise, which may occur in the processing of Contest entries. Proof of sending will not be deemed to be proof of receipt. All Submitted Videos become the exclusive property of Sponsor and will not be acknowledged or returned. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods and such senders. Participant understands that Sponsor will not return and is not obligated to return Submitted Videos to Participants.

USE OF THE RECORDING.

Sponsor hereby grants each Participant a limited, non-exclusive, non-transferable, revocable right and license to use the Recording in the Submitted Video solely for purposes of participation in and in connection with this Contest.

For the avoidance of doubt, the Recording is and shall remain the property of Sponsor or its respective licensors, suppliers, promotional partners and/or any other persons, firms or entities that hold and own the rights to these (including, without limitation, the intellectual or industrial property rights). Sponsor reserves all rights not specifically granted to Participants under these Official Contest Rules. Participants may not use the licensed Recording for any commercial, promotional, or other purposes, other than for

submission of Participant's Submitted Video as an entry into the Contest pursuant to the terms and conditions contained herein.

SUBMITTED VIDEO REQUIREMENTS.

Each Submitted Video must be wholly original, created solely by the applicable Participant(s) and may not have been previously published. Participants may be either (1) a group of persons in collaboration on Submitted Video, or (2) an individual person. If Participants are (1) a group of persons in collaboration on Submitted Video, participation in the contest acknowledges in advance, and without contest, that any potential winnings will be awarded solely to and for distribution by the subscriber of the email address used for enrollment into the contest. Such Participants must wholly-own all copyrights in and to such Submitted Video (with the exception of the Recording for which Participants have been granted a limited license to use by Sponsor solely for the purposes of this Contest), without having granted at any time to any person or entity other than Sponsor the right to use such Submitted Video. Each Submitted Video must not contain the trademarks, designs, copyrighted works or intellectual property of any third parties.

Submitted Videos will not be accepted or eligible if they contain content or material of any kind that violates or is inconsistent with these Official Contest Rules, including, without limitation, any content that contains (or appears to contain):

explicitly profane or obscene material;

endorsement (or condones) of illegal drug use, alcohol abuse or other illegal activity;

nudity, profanity, extreme or gratuitous violence;

any express or implied commercial endorsement; any derogatory characterization of any person or group based on age, race, color, gender identity and expression, sexual orientation, religious beliefs, marital status, mental or physical disability, citizenship, creed, national origin, physical appearance, political affiliation, union membership, or other ethical or unlawful factors;

any unauthorized use of copyrighted or proprietary material;

or depictions of any conduct, language or other context deemed inappropriate by Sponsor or any of the judges selected by Sponsor.

Additionally, Sponsor reserves the right to disqualify any Submitted Video that it deems, in its sole discretion, to be offensive or objectionable.

CLEARANCES.

Each Participant is solely responsible for obtaining from all applicable individuals or entities, any and all required rights, releases, consents, clearances, licenses, and other authorizations (collectively, the "Clearances") necessary to exploit and otherwise use the Submitted Video in any and all media. Without limiting the generality of the foregoing, prior to submitting their Submitted Video, each Participant is solely responsible for obtaining the following Clearances:

(a) Location releases;

(b) Releases from any person whose name, voice, likeness, or persona is referenced, shown, or otherwise used in the Submitted Video;

(c) With respect to those individual(s), if any, providing Clearances who are under the age of majority in their state of residence, the signature of the individual(s)' respective parent or legal guardian (on the applicable Clearances(s)).

Sponsor hereby reserves the right (but not the obligation) to verify that all necessary Clearances relating to the Submitted Video have been obtained prior to posting a Submitted Video on YouTube.com, TwoLoons.com, Sarathan.com or other websites. Without limiting the generality of the foregoing, Sponsor reserves the right to disqualify any Submitted Video from the Contest if Sponsor determines at any time, in its sole discretion, that the applicable Participant has not obtained all necessary Clearances.

CONDITIONS OF PARTICIPATION.

(i) Each Participant(s), or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, hereby warrants that, with the exception of the Recording, the Submitted

Video is an original work by such Participant(s) and that Participant(s) has the right to submit this Submitted Video to Sponsor on the terms and conditions contained in these Official Rules and guarantees that the Submitted Video is Participant's original creation free of any infringement of copyright, trademark or common law.

(ii) Each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, agrees that if their Submitted Video is identified as a winning Submitted Video, they will provide Sponsor with all requested signed releases and clearance documents in connection with the Submitted Video.

(iii) Each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, agrees that Sponsor may retain a copy of the Submitted Video and each Participant hereby releases Sponsor from any liability for loss or damage thereto.

(iv) Each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, agrees and acknowledges that for good and valuable consideration, the sufficiency of which is hereby acknowledged, each Participant who produced a Submitted Video, irrevocably grants, transfers, conveys and assigns to Sponsor the entirety of the rights in and to the Submitted Video and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submitted Video for any and all purposes in any and all media whether now known or hereafter developed, throughout the universe, in perpetuity, including, without limitation, all areas of advertising, packaging, promotion, publicity, multimedia works, merchandising, and sales. Each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, irrevocably and unconditionally waives any and all so-called droit moral and like rights that he/she has in the Submitted Video and agrees not to make any claims against Sponsor or any person authorized by Sponsor to exploit the Submitted Video based on such moral or like rights.

(v) Each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, accepts

and acknowledges that Sponsor shall not be obligated to use the Submitted Video and that Sponsor in its sole discretion shall have the right to refrain from using the Submitted Video. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

(vi) Each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, hereby warrants and represents that they will indemnify Sponsor and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

USE OF DATA and AGREEMENT TO OFFICIAL RULES. Sponsor will be collecting personal data about Participants (including, without limitation, e-mail addresses) when Participants enter the Contest. Participation in the Contest further constitutes Participant's, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, full and unconditional agreement to and acceptance of these Official Rules and willingness to be contacted by telephone and/or email.

Sponsor shall have an irrevocable, perpetual, universe-wide, fully paid-up and royalty-free license to copy all Submitted Videos (including, without limitation, by means of creating digital images of all Submitted Videos by scanning the submitted photographs), and to use, re-use, publish, and re-publish such Submitted Videos in whole or in part, individually or in conjunction with other photographs or images, in any and all media now known or hereafter devised and for any purpose whatsoever, including, without limitation, for use on merchandise, throughout the universe (including, without limitation, illustration, promotion, advertising and trade), and to use the name of each Participant in connection therewith if Sponsor so chooses in its sole discretion. Each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, agrees that they will not be compensated for submitting any Submitted Videos.

By entering the Contest, each Participant, or if Participant is under the age of majority in his/her state, Participant's parent and/ or legal guardian, agrees to release and discharge Sponsor and its respective heirs, executors, assigns and designees from any and all

claims and demands arising out of or in connection with the use of such Submitted Videos, including, without limitation, any claims for copyright infringement, defamation or invasion of privacy. Only Submitted Videos that are submitted in accordance with all applicable rules governing this contest will be eligible for selection.

PRIZE.

The two Winners will each be awarded one \$2500 gift certificate to Amazon.com (Approximate Value: \$2500).

Winners shall be responsible for all costs not specifically mentioned above as part of the Prize. Odds of winning depend in part on the number of eligible Submitted Videos received during the Entry Period.

All federal, state and local taxes related to the Prize are the sole responsibility of Winners. No refunds or credit for changes are allowed. No transfer of the Prize is permitted.

GENERAL CONDITIONS.

The Contest is governed by the laws of the State of California and Participants in the Contest hereby consent to the exclusive jurisdiction of those laws for any causes or controversies arising out of the Contest.

Each Participant waives any and all objections to jurisdiction and venue in these courts. All federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Contest may only be entered in or from the United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. Except where prohibited by law (or if a Winner is a resident of Tennessee), the applicable Winner grants to Sponsor (and its advertising agencies) the right to use and publish the Winner's photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote Sponsor and the Contest without additional compensation.

By entering, Participants release and hold harmless Sponsor and their respective principals, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or receipt or use and/or misuse of any Prize.

Sponsor reserves the right to cancel or modify the Contest if fraud or any other factor impairs the integrity of the Contest as determined by Sponsor in its sole discretion. Sponsor's decisions as to all matters related to administration of the Contest are final.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers with the entry process), and to cancel, terminate, modify or suspend the Contest, in whole or in part, at any time without notice. In the event of such cancellation, Sponsor reserves the right to award the Prize, in Sponsor's sole discretion, from all eligible entries received before the time of cancellation.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, Submitted Videos. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNERS LIST.

Contest results and copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: "Two Loons for Tea "Monkey" Music Video Contest", c/o Sarathan Records, LLC, 1809 Minor Ave, Suite 201, Seattle, WA, 98101. Results will be available

after April 30, 2008. Requests for results must be received by June 30, 2008.

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