



Official Rules Fame National Talent Search

IF YOU ARE A MINOR, ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND TO HELP YOU ENTER.

EACH CONTESTANT (OR MINOR CONTESTANT'S PARENT OR LEGAL GUARDIAN ON BEHALF OR HIMSELF/HERSELF AND ON THE MINOR'S BEHALF) AGREES TO THESE OFFICIAL RULES.

AS MORE FULLY DESCRIBED BELOW, EACH CONTESTANT (OR MINOR CONTESTANT'S PARENT OR LEGAL GUARDIAN ON BEHALF OF HIMSELF/HERSELF AND ON THE MINOR'S BEHALF) WILL BE REQUIRED TO COMPLETE, SIGN AND RETURN DOCUMENTATION, SUCH AS A RELEASE, WITHIN THE TIME FRAME SPECIFIED BY CONTEST ENTITIES. NON-COMPLIANCE MAY RESULT IN DISQUALIFICATION. EACH SEMI-FINALIST AND FINALIST (AND MINOR'S PARENT OR LEGAL GUARDIAN) MUST BE AVAILABLE TO ATTEND THE CONTEST-RELATED EVENTS, INCLUDING SOME TRAVEL ON SPONSOR-SELECTED DATES.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

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1. **OVERVIEW.** The Fame National Talent Search (the "Contest") is a skill-based competition administered through six (6) Six Flag theme park locations and the MySpace online networking community (each a "Tour Stop") for performers in the following categories: (1) singing; (2) dancing; and (3) any other activity that shows talent in the performing arts (each a "Performance Category"). Eligible people can enter in person at the six (6) Six Flag theme park Tour Stops on the designated dates below, by sending in a recording via mail to one of those theme park Tour Stops no later than the dates designated below, or online at the MySpace Tour Stop. Eligible people can enter only once per Tour Stop as individuals or as a member of a group of up to eight (8) people, regardless of entry method. People who enter as part of a group at a Tour Stop may not enter as an individual at that same Tour Stop and vice versa. All eligible performances submitted by eligible contestants for a Tour Stop in accordance with these Official Rules (the "Official Rules"), will be judged by a panel of judges who will select a group of ten (10) semi-finalists for that Tour Stop ("Semi-Finalists"), who will proceed to the next round of judging at that Tour Stop. The Semi-Finalists' performances for a Tour Stop will be judged by another panel of judges for that Tour Stop, who will determine one (1) finalist for that Tour Stop ("Finalist") (for a total of seven (7) Finalists for the entire Contest), who will proceed to the final competition at Six Flags Magic Mountain theme park in Valencia, California between approximately September 3, 2009 and September 6, 2009. Participation, advancement, and winning is subject to verification and compliance with these Official Rules. All entries will be judged on the Judging Criteria (as defined in Section 7(b)(i) below).

2. **ELIGIBILITY.** The Contest is open only to individuals who, as of the entry date, (a) are legal residents of any one (1) of the fifty (50) United States or the District of Columbia, (b) at least fourteen (14) years old, (c) not members of any guild or union (including, without limitation, SAG or AFTRA) or similar performance-related organization and not currently subject to any agreement that would interfere with or impair contestant's ability to enter and participate in this Contest, grant all of the rights to be granted hereunder, or fully comply with these Official Rules, unfettered, royalty-free, and without any union, guild or other payment, (d) have not been convicted of a felony, and (e) ready, willing and able to participate in all Contest-related activities and judging rounds as set forth in these Official Rules, including, without limitation, traveling to and participating in the Contest semi-finals at the applicable Six Flags Tour Stop Park (defined below) if necessary as more fully described below, and the Contest finals activities during the time period from approximately September 3, 2009, through September 6, 2009. Contestants who enter by mail for a Tour Stop Park (as defined in Section 5(a)(i) below) will not be required to attend a Six Flags theme park unless selected as a Semi-Finalist as described below. Contestants in the MySpace Tour Stop will not be required to attend a Six Flags theme park unless selected as a Finalist as described below. The Contest is void outside the fifty (50) United States and the District of Columbia and where prohibited. Employees, agents, representatives, officers and directors of Six Flags Theme Parks Inc. ("Six Flags"), Metro-Goldwyn-Mayer Studios Inc. ("MGM") (each a "Sponsor" or collectively, "Sponsors"), MySpace, Inc. ("MySpace") and their respective parents, subsidiaries, affiliates, divisions, advertising and promotional agencies (collectively, "Contest Entities"), and the immediate families (defined as spouses and biological, adoptive or step-parents, legal guardians, children, siblings, or grandparents, their respective spouses and any dependent under applicable income tax law) or members of the same household (those who share the same residence at least three (3) months a year, whether related or not) of each are not eligible to enter; provided, however, seasonal employees of Six Flags who are hired on a temporary basis to staff parks during their peak operational periods and who otherwise fully comply with these Official Rules will be eligible to participate in the Contest. Participation in the auditions and performances in this Contest may be by one (1) eligible contestant or a group of up to eight (8) eligible contestants. A group will be required to designate a leader, as more fully detailed below. **Each contestant agrees that if he or she is**

selected as a Finalist, individually or as a group member, he or she will not participate in any other talent contests talent searches or other similar competitions or activities in which his or her performance services will be required before September 7, 2009. Each contestant represents and warrants that he or she is fit, physically, emotionally and otherwise, to participate in all rounds of the Contest, if selected, or he or she may be disqualified in Sponsors' sole discretion.

3. **ENTRY PERIOD.** The Contest entry period begins on June 17, 2009 and ends on August 22, 2009 (the "Entry Period").

4. **AGREEMENT TO OFFICIAL RULES AND DECISIONS; MEDIA.**

a. By participating in the Contest, each contestant (and each minor contestant's parent or legal guardian) irrevocably, fully and unconditionally agrees to be bound by and accepts these Official Rules, the terms and provisions of the various documents, instruments, releases and agreements comprising the Contest Registration Package (as described in Section 5(a)(iii) below), and the decisions of the Contest Entities and their representatives and judges (including, without limitation, decisions regarding eligibility of contestants and performances, the selection of contestants, Semi-Finalists, Finalists and winners, and the awarding of prizes) (collectively, the "Contest Regulations"), which are final and binding in all respects. Each contestant (and each minor contestant's parent or legal guardian) must comply with all the terms and conditions of the Contest Regulations, and participation, advancement and winning is contingent on fulfilling all requirements thereof. Failure to comply with any Contest Regulation may result in disqualification as determined by Contest Entities in their sole discretion. By participating, each Contestant waives any right to claim ambiguity in these Official Rules and anything contained in the Contest Registration Package or any other Contest-related advertising or materials.

b. Unless arranged by Six Flags or MGM, each Contestant agrees that he/she will not conduct or participate in any media interview regarding this Contest or any Contest level, activities or prizes without the express prior written permission of Six Flags and MGM.

5. **HOW TO ENTER: IN-PARK, MAIL-IN, AND MYSPACE AUDITIONS.**

a. **How to enter in person at a Tour Stop Park. PURCHASE OF PARK ADMISSION AND ANY APPLICABLE PARKING REQUIRED.**

i. Enter the Contest at a Contest Tour Stop theme park listed below (each a "Tour Stop Park") by registering as described in Section 5(a)(ii)-(iii) below and performing an audition of up to forty-five seconds (:45) as described in Section 5(a)(v) below on the corresponding "Registration/Audition Date."

<u>Tour Stop Park</u>	<u>Registration/Audition Date</u>
Six Flags Fiesta Texas (San Antonio, TX)	July 18, 2009
Six Flags St. Louis (St. Louis, MO)	July 25, 2009
Six Flags Over Texas (Dallas, TX)	August 1, 2009
Six Flags Great Adventure (Jackson, NJ)	August 8, 2009
Six Flags Over Georgia (Atlanta, GA)	August 15, 2009
Six Flags Great America (Chicago, IL)	August 22, 2009

ii. Visit a Tour Stop Park on the corresponding Registration/Audition Date (which is a Saturday) beginning one (1) hour before the opening of the Tour Stop Park and continuing for three (3) hours, unless extended in Sponsors' sole discretion, on the Registration/Audition Date and go to the Contest registration desk located outside the Tour Stop Park main visitor gate or at an alternate location designated by Tour Stop Park signs or personnel. **On each Registration/Audition Date for a Tour Stop Park, expect that no more than the first four hundred (400) eligible contestants/contestant groups that fully complete and submit a Contest Registration Package (as described below) that is accepted by a Contest representative will be given the opportunity to perform an audition in the Contest at the applicable Tour Stop Park.** Contest registration is on a first come, first served basis. Space is limited at

each Tour Stop Park on each Registration/Audition Date and there is no guarantee of being able to register for the Contest. Applicable parking fees are required regardless of whether contestant receives an audition. Entry into a Six Flags park for audition on Registration/Audition Date requires payment of park admission, and contestants are subject to all park rules and contestants will not be allowed into the park with restricted materials or props.

iii. To register at a Tour Stop Park, a contestant (including each member of a contestant group) must completely fill out, sign and submit to a Contest representative at the Tour Stop Park a “Contest Registration Package”, which includes an Audition Application/Affidavit and Release, and any other authorizations, consents, release forms and waivers as required and in the form provided by the Contest Entities. As part of the Contest Registration Package, a contestant must (A) describe his/her audition performance and (B) if a group audition, must designate one (1) member of the group to which all notices to the group by Sponsors or their designees in this Contest may be directed. If a contestant (including each group member, if applicable) is a minor in his/her primary state of residence, the Contest Registration Package must also be executed by the contestant’s parent or legal guardian, on behalf of the minor and on behalf of the parent or legal guardian, and the contestant’s parent or legal guardian must accompany the contestant to the audition.

iv. Upon contestant’s submission of the completed Contest Registration Package and preliminary acceptance of same by a Contest representative, the contestant (or if a group audition, the group’s representative) will be given an audition number and audition time on that same Registration/Audition Date. The audition time is the time at which the contestant (or contestant group) is required to check in at the audition location in the Tour Stop Park to perform the contestant’s (or contestant group’s) audition. All audition times are given by Contest representatives at their discretion, and audition times cannot be selected or changed by a contestant (except in Sponsors’ sole discretion). Audition times will occur throughout the day, and therefore, contestants should be prepared to spend the entire day at the Tour Stop Park. A contestant (including all members of a contestant group) must check in at the audition location no later than the contestant’s (or contestant group’s) audition time, or he/she/they may be disqualified. A contestant/contestant group will be given at least approximately fifteen (15) minutes after his/her/their audition check-in time to rehearse. A contestant (or contestant group) will perform the audition after such rehearsal period; however, the actual time for the audition may be later based on the actual conduct of the Contest auditions.

v. A contestant’s (or contestant group’s) audition must be a performance of the material the contestant elected in the contestant’s Contest Registration Package. Specifically, a contestant (or contestant group) will have up to forty-five seconds (:45) to do one (1) of the following: (A) sing *a capella* (music is not provided and may not be included for singing auditions) live any portion of a song selected by the contestant; (B) perform the contestant’s (or contestant group’s) dance moves live to one forty-five second (:45) segment of the “Fame” motion picture theme song written by Michael Gore and Dean Pitchford or “Out Here On My Own” written by Michael Gore and Lesley Gore (collectively, the “Approved Music Segments”); or (C) perform any other activity that shows talent in the performing arts (for purposes of this Contest, “performing arts” means using your body, face, voice and/or presence in an expressive manner, such as telling jokes, reciting a story, etc.). The only music that may be used in auditions in the "dance" and "performing arts" category is one (1) of the two (2) Approved Music Segments in the form it is provided by Contest Entities. Contestants may **NOT** bring in their own music to be played back during their performance. Auditions will be judged by the Judging Criteria and are subject to the restrictions and requirements described in Section 6 below.

b. How to perform and submit an audition by mail. NO PURCHASE NECESSARY.

i. If you do not (or your group does not) desire to perform an in-person audition at a Tour Stop Park as provided in Section 5(a) above, you (or your group) may participate as a contestant for a Tour Stop Park by creating a video recording of your audition of up to forty-five seconds (:45) and submitting a recorded audition (either on DVD disc or VHS tape) by mail as described below. Auditions must depict you (or your group) doing one (1) of the following: (A) singing *a capella* (without any accompanying music) any portion of a song selected by the contestant; (B) performing the contestant’s (or

contestant group's) dance moves to one (1) of the two (2) Approved Music Segments in the form it is provided by Contest Entities; or (C) performing any other activity that shows talent in the performing arts (for purposes of this Contest, "performing arts" means using your body, face, voice and/or presence in an expressive manner, such as telling jokes, reciting a story, etc.). The only music that may be used in auditions in the "dance" and "performing arts" categories is one (1) of the two (2) Approved Music Segments in the form it is provided by Contest Entities at www.myspace.com/fame. Auditions will be judged by the Judging Criteria and are subject to the restrictions and requirements described in Section 6 below. **Audition videos must be in one of the following formats: DVD or VHS formats.** Contest Entities are not responsible for any DVD disc or VHS tape that cannot be played properly for any reason.

ii. To submit your (or your group's) mail-in entry to a Tour Stop Park, you must first obtain a Contest Registration Package by going online to www.sixflags.com to the Contest section of the website and downloading a Contest Registration Package or by requesting a Contest Registration Package by mail by sending a self-addressed postage-stamped envelope to "Fame National Talent Search–Contest Registration Package Request, Six Flags Theme Parks Inc., c/o Six Flags, Inc., 1540 Broadway, 15th Floor, New York, NY 10036."

Next, a contestant (including each member of a contestant group) must completely fill out and sign a Contest Registration Package. As part of the Contest Registration Package, a contestant must (A) indicate the Tour Stop Park for which the audition is being submitted, (B) describe his/her audition performance, and (C) if a group audition, designate one (1) member of the group to which all notices to the group by Sponsors or their designees in this Contest may be directed. If a contestant is a minor in his/her primary state of residence, the Contest Registration Package must also be executed by the contestant's parent or legal guardian, on behalf of the minor and on behalf of the parent or legal guardian. Then, mail the completed Contest Registration Package (including all Contest Registration Packages for each member of the group if a group audition) and the contestant or contestant group audition DVD disc or VHS tape by United States mail in a sealed envelope or box with correct postage to "Fame National Talent Search – Contest Submission, Six Flags Theme Parks Inc., c/o Six Flags, Inc., 1540 Broadway, 15th Floor, New York, NY 10036, Attn: JL." Additionally, the DVD disc or VHS tape of the audition must have written on a label on its face (1) the name of the contestant (or the name of each member of a contestant group) and (2) the Tour Stop Park for which the audition is being submitted. A mail-in entry that does not contain all required and completed forms may be disqualified (in Sponsors' sole discretion). Do not mail an entry or any Contest Registration Package in separate envelopes or boxes. Mail-in auditions for a Tour Stop Park must be received by Sponsors no later than the corresponding "Last Receipt Date" listed below. Registrations received before the Entry Period begins or after an applicable Last Receipt Date will be disqualified and not considered in the Contest. **NO AUDITIONS WILL BE ACKNOWLEDGED OR RETURNED AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND DVD DISC OR VHS TAPE.** **Each mail-in entrant that is selected as a Semi-Finalist for a Tour Stop Park, if any, must perform live, in-person at the applicable Tour Stop Park on the corresponding "Semi-Finals Show Date" listed below for that Tour Stop Park, or he or she may be disqualified.**

<u>Tour Stop Park</u>	<u>Mail-In Last Receipt Date</u>	<u>Semi-Finals Show Date</u>
Six Flags Fiesta Texas (San Antonio, TX)	July 9, 2009	July 19, 2009
Six Flags St. Louis (St. Louis, MO)	July 16, 2009	July 26, 2009
Six Flags Over Texas (Dallas, TX)	July 23, 2009	August 2, 2009
Six Flags Great Adventure (Jackson, NJ)	July 30, 2009	August 9, 2009
Six Flags Over Georgia (Atlanta, GA)	August 6, 2009	August 16, 2009
Six Flags Great America (Chicago, IL)	August 13, 2009	August 23, 2009

c. **How to perform and submit an audition online. NO PURCHASE NECESSARY.**

i. You (or your group) may also enter the Contest through the MySpace Tour Stop beginning at 12:00:00am Pacific Time ("PT") on June 17, 2009, and ending at 11:59:59pm PT on August 3, 2009 ("MySpace Entry Period") by creating a digital video recording of your audition of up to forty-five

(45) seconds and submitting the audition through the MySpace web site as described below. Auditions must depict you (or your group) doing one (1) of the following: (A) singing a *capella* one (1) of the two (2) Approved Music Segments ; (B) performing the contestant's (or contestant group's) dance moves to one (1) of the two (2) Approved Music Segments in the form it is provided by Contest Entities; or (C) performing any other activity that shows talent in the performing arts (for purposes of this Contest, "performing arts" means using your body, face, voice and/or presence in an expressive manner, such as telling jokes, reciting a story, etc.). The only music that may be used in auditions submitted for the MySpace Tour Stop (including in the "performing arts" category) are the Approved Music Segments in the form they are provided by Contest Entities. Auditions will be judged by the Judging Criteria and are subject to the restrictions and requirements described in Section 6 below. Audition videos must be no more than 512MB and must be in one of the following formats: .avi, .asf, .dv, .wmv, .mov, .qt, .3g2, .3gp, .3gp2, .3gpp, .gsm, .mpeg, .mpeg, .mp4, .m4v, .mp4v, .cmp, .divx, .xvid, .264, .rm, .rmvb, .flv, .mkv, .ogm.

ii. Each contestant (or at least one member of a contestant group) must have Internet access and video production, editing and uploading capabilities as of June 15, 2009. Each contestant (or at least one member of a contestant group) must be a registered member of the MySpace website located at www.myspace.com and in compliance with the www.myspace.com Terms of Use located at <http://www.myspace.com/index.cfm?fuseaction=misc.terms> ("Terms of Use"). Membership on MySpace is free, and can be obtained by visiting www.myspace.com and following the onscreen instructions to register for and open an account. Each contestant (or at least one member of a contestant group) must be the rightful owner (or have authorized use) of the e-mail address identified with the contestant's MySpace account as of July 1, 2009. In the event of a dispute as to the identity of a contestant who enters the Contest through the MySpace Tour Stop, the contestant will be deemed to be the natural person in whose name the MySpace account is registered on www.myspace.com, but only if that person is the person depicted in the video audition and is otherwise eligible. If a dispute cannot be resolved to Sponsors' satisfaction, the entry will be deemed ineligible.

iii. To submit your (or your group's) online entry through the MySpace Tour Stop, once you have created the digital video of your audition, visit the Contest page located at www.myspace.com/fame ("MySpace Contest Site") and follow the onscreen instructions to complete the online entry form and upload your video audition during the MySpace Entry Period. Contestant must follow the onscreen prompts to fully complete the online entry form and upload and attach the video audition from the contestant's MySpace Gallery, including reading and agreeing to any applicable click wrap agreement. Entry form and video must be fully submitted during the MySpace Entry Period, or contestant (or group) may be disqualified. If a group enters via the MySpace Contest Site, the owner of the MySpace account through which the entry is submitted will be considered the lead member of the group to whom all notices to the group by Sponsors or their designees in this Contest will be directed, as long as that person meets all other eligibility criteria and is one of the group members in the video audition. The MySpace Contest Site's database clock will be the official timekeeper for this Contest. For purposes of this Contest, an entry is "received" when the MySpace servers record the entry form and video audition. Proof of sending (such as an automated computer receipt confirming entry or "thanks for entering" screen or message) does not constitute proof of actual receipt of an entry for purposes of this Contest. All entry forms become the property of the Contest Entities. **NO VIDEO AUDITIONS WILL BE ACKNOWLEDGED OR RETURNED AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND VIDEO AUDITION.**

iv. For group auditions, the group leader will be sent an e-mail by one of the Contest Entities containing a Contest Registration Package. Each group leader and each group member must print, completely fill out and sign a separate Contest Registration Package. If a contestant is a minor in his/her primary state of residence, the Contest Registration Package must also be executed by the contestant's parent or legal guardian, on behalf of the minor and on behalf of the parent or legal guardian. Then, e-mail each group member's completed and signed Contest Registration Package with a subject of "Fame National Talent Search – Contest Registration Package" to FAMETalentRegistration@mgm.com or fax the same to "Fame National Talent Search Registration" at 310-586-8866. Completed Contest Registration Packages must be received by Sponsor within seventy-two (72) hours from the date and time the group leader submits his/her group video audition at the MySpace Contest Site, or the group entry may

be disqualified. Any lost, late or incomplete Contest Registration Packages may be disqualified (in Sponsors' sole discretion). Do not fax Contest Registration Packages for group members in separate transmissions.

v. For each minor contestant, the contestant will be sent an e-mail by one of the Contest Entities containing a Contest Registration Package. The contestant and his or her parent or legal guardian (on his or her behalf and on behalf of the minor contestant) must print, completely fill out and sign one (1) single Contest Registration Package. Then, e-mail the completed and signed Contest Registration Package with a subject of "Fame National Talent Search – Contest Registration Package" to FAMETalentRegistration@mgm.com or fax the same to "Fame National Talent Search Registration" at 310-586-8866. Completed Contest Registration Package must be received by Sponsor within seventy-two (72) hours from the date and time the contestant submits his/her video audition at the MySpace Contest Site, or the entry may be disqualified. Any lost, late or incomplete Contest Registration Package may be disqualified (in Sponsors' sole discretion). Sponsors reserve the right in their sole discretion to provide and request the Contest Registration Package through other means or at another time.

d. **LIMIT.** One (1) entry per contestant (including as part of a contestant group) per Tour Stop in this Contest during the Entry Period, regardless of method of entry. Auditions made or submitted that include the same contestant (either alone or as a group member) as another audition for a specific Tour Stop will be disqualified in Sponsors' sole discretion. **ELIGIBLE CONTESTANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.**

6. AUDITION AND OTHER REQUIREMENTS; APPROVED MUSIC SEGMENTS (Applicable to all entry methods unless stated otherwise):

a. Each audition or performance by a contestant in this Contest, regardless of entry method or whether an audition, Semi-Finalist performance or Finalist Performance, must meet the following requirements, as determined in Contest Entities' sole discretion ("Performance Requirements"):

i. It must be suitable for a public forum and must NOT contain material that is (or promoting activities that are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (e.g., based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), defamatory, libelous, offensive, threatening, profane, hateful, indecent, inappropriate or harassing, political or religious statements, or derogatory or injurious to any Contest Entity;

ii. It must be entirely original to the contestant or in the public domain, except the music specifically allowed for a contestant's particular entry method by Section 5 of these Official Rules, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music (except the music specifically allowed by these Official Rules), films, books, television programming, etc., or identifying descriptions of any media property;

iii. It must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity;

iv. It must NOT have been previously submitted to another contest, broadcast on a media network or submitted to any entertainment entity that would conflict with this Contest;

v. It must NOT include (e.g., in the background, on costumes, on equipment or on props) any recognizable third party trademarks, logos, insignia, location signage, advertising, branded products, photographs, artwork, or sculpture; and

vi. It must NOT include, depict, or feature third parties (except members of a group appearing in that group's performance). To the extent that a third party shot or helped with the production

of an audition submitted by mail or online, the contestant must be able to provide on request all appropriate clearances, permissions and releases from that third party's participation in the creation or production of the audition and location releases for all recognizable locations. In the event a contestant cannot provide all required releases, Contest Entities reserve the right, in their sole discretion, to disqualify the applicable audition or seek to secure the releases and clearances for Contest Entities' benefit.

vii. It must NOT use props, instruments or other items that: (1) are larger than 9 in. x 14 in. x 22 in. (e.g., the size of airline carry-on luggage); (2) are live animals; (3) are dangerous or potentially dangerous to any person or property (including contestant himself or herself); or (4) anything that requires time for contestant to set up before their performance, all as determined in Sponsors' sole discretion. Contestants, Semi-Finalists and Finalists who perform live will not be allowed any time for set-up for their performance, unless Sponsors determine otherwise in their sole discretion. If contestant is registering for a live audition at a Tour Stop Park and wants to use an authorized prop, instrument or other item, contestant must check the item with a Contest representative at the time of Contest registration, or contestant may be disqualified, in Sponsors' sole discretion. Contestant will only receive the item back when he or she checks in for his or her audition. Contest Entities will not be responsible or liable for loss of or damage to any item.

b. If any member of a group is not eligible or does not show up for any performance in this Contest, then the entire group may be disqualified in Sponsors' sole discretion, but if the group is allowed to proceed in the Contest without the ineligible or missing group member(s), that group may not include others in the performance to replace ineligible or missing members.

c. Any contestant who submits a Contest Registration Package or submits or performs an audition (or any portion thereof) that is determined by a Contest Entity representative in the representative's sole discretion to not be in keeping with the Contest Entities' positive images, is offensive or inappropriate, is harmful or potentially harmful to a Contest Entity or any third party, or violates or attempts to violate any of these Official Rules may be deemed ineligible to participate in the Contest or receive a prize won and his or her entry (or group's entry) may be disqualified or void at the Contest Entities' sole discretion. One (1) group member's non-compliance can cause disqualification of the entire group (in Sponsors' sole discretion). If an audition contains any materials not requested by these Official Rules, it may be disqualified in Contest Entities' sole discretion. If at any point a contestant (or any member of a contestant group) attempts to check in late to any Contest- or prize-related activity, or appears intoxicated, incapacitated or otherwise appears in a manner not in keeping with the Contest Entities' positive images, is offensive or inappropriate, is harmful or potentially harmful to a Contest Entity or any third party, or violates or attempts to violate any of these Official Rules as determined by the Contest Entities in their sole discretion, the contestant (and group of contestants) may be disqualified from the Contest. If a contestant (or contestant group) is disqualified, an alternate/substitute for the audition, Semi-Finalist, Finalist, or winner may or may not be named in Sponsors' sole discretion. Contest Entities reserve the right to allow for minor fluctuations between the contestant's timing device and the actual runtime of an audition, based on clear intent to comply with the Official Rules, as determined in the Contest Entities' sole discretion. Contest Entities reserve the right to determine in their sole discretion which entries have satisfied the entry requirements.

d. Each contestant represents and warrants that for each of his or her auditions and/or performances for the Contest: (i) Except the music specifically allowed by these Official Rules, if any, each audition and performance is either the contestant's own original, previously unpublished, and previously unproduced work or is in the public domain, and as of the date of submission or performance, is not the subject of any actual or threatened litigation or claim; (ii) if submitted by mail or online, each does not contain any computer virus and is otherwise uncorrupted; (iii) each does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; (iv) each does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; and (v) contestant has all rights, licenses, permissions and consents necessary to participate in and submit and perform the audition and performance in the Contest in accordance with these Official Rules. **Each contestant (and each minor contestant's parent or legal guardian) hereby agrees to indemnify and hold the Contest Entities and each of their respective parents, affiliates and related companies, and the officers,**

directors, agents, employees and assigns of each, harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of contestant (and if applicable, his or her parent or legal guardian) hereunder, or from contestant's participation in the Contest. Contestants will not (and if applicable, his or her parent or legal guardian will not) settle any claim without the prior written approval of Sponsors.

e. The Approved Music Segments will be available for download at no charge and without registration at the MySpace Contest Site. By downloading or using any Approved Music Segments, each such contestant irrevocably agrees to the following terms and conditions: (1) he or she is granted a limited, non-exclusive license to use the Approved Music Segments solely as background music for his or her audition or performance in the Contest as specifically stated in these Official Rules and to incorporate the Approved Music Segments one time only per audition or performance; (2) he or she may not use, edit or prepare derivative works based on or from the Approved Music Segments for any purpose except as necessary to participate in the Contest as specifically stated in these Official Rules; (3) he or she may not reproduce the Approved Music Segments other than as necessary to participate in the Contest; and (4) he or she may not distribute or publish the Approved Music Segments or any recording of an audition or performance containing the Approved Music Segments other than to submit or perform the audition or performance in the Contest to the Contest Entities. **Each contestant (and each minor contestant's parent or legal guardian) hereby agrees to indemnify and hold the Contest Entities and each of their respective parents, affiliates and related companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including reasonable attorneys' fees) arising directly or indirectly from your unauthorized use of the Approved Music Segments. Contestants will not (and if applicable, his or her parent or legal guardian will not) settle any claim without the prior written approval of Sponsors.**

7. JUDGING; SEMI-FINALIST AND FINALIST SELECTION; NOTIFICATION.

a. Contest Judging - Generally. The Contest contains three (3) rounds of judging: (i) Tour Stop audition judging for selection of Semi-Finalists, (ii) Tour Stop Semi-Finalist judging for selection of Finalists, and (iii) Finals judging for selection of winner.

Tour Stop Audition Judging; Semi-Finalist Notification.

i. Auditions (whether live, by mail or online) for each Tour Stop will be judged and scored by a judging panel appointed by Sponsors who will judge and score contestant and contestant group auditions in accordance with the following judging criteria ("Judging Criteria"): technical talent (e.g., pitch, rhythm, arrangement, difficulty, execution) (50%); showmanship and stage presence (e.g., not nervous, enjoys performing, passion, spirit, etc.) (25%); and likelihood of public appeal (25%). In-person and mail-in auditions for a Tour Stop Park will be judged in the same pool to select ten (10) Semi-Finalists for each Tour Stop Park. One (1) Finalist from each Tour Stop Park will be selected from among the ten (10) Semi-Finalists at that Tour Stop Park based on the performances at the Semi-Finals Show for that Tour Stop Park. All eligible online entries via the MySpace Contest Site will be judged in the same pool as a separate Tour Stop and will not be combined with entries from any Tour Stop Park for judging. Ten (10) Semi-Finalists will be selected from among all MySpace Contest Site entries and then one (1) Finalist will be selected from among the ten (10) MySpace Contest Site Semi-Finalists by re-judging those entries. There will be a total of seven (7) Finalists from among all Tour Stops. The judging panel will be comprised of an individual or individuals who are experienced in talent, entertainment or public performance. Judges will be individuals selected by Sponsors and may also be employees or agents of Six Flags or MGM.

ii. For each Tour Stop, the judging panel will select ten (10) contestants/contestant groups that performed auditions for that Tour Stop (whether in-person, by mail or online) with the highest cumulative scores as based on the Judging Criteria, who will be the Semi-Finalists for that Tour Stop,

subject to verification. Sponsors and judges reserve the right in their sole discretion to select fewer than ten (10) Semi-Finalists for any Tour Stop for any reason. In the event of a tie for a Tour Stop, the tied contestants/contestant groups for that Tour Stop will be re-evaluated against each other by one (1) additional judge based on the Judging Criteria until the tie is broken ("Tie Breaker").

iii. Semi-Finalists for the Tour Stop Parks (regardless of entry by mail or in-person) will be required to participate in a "Semi-Finals Show" performance for the next round of judging on the Sunday immediately following the Tour Stop Registration/Audition Date (for example, a Semi-Finalist at Six Flags Great America in Chicago, Illinois would have a Semi-Finals Show performance on August 23, 2009). Semi-Finalists for the Tour Stop Parks (including those who entered in-person and by mail, if any) will be notified during the evening of the Registration/Audition Date for that particular Tour Stop Park between approximately 6:00pm local time and 11:00pm local time by Six Flags by e-mail and/or by phone. Six Flags may also provide notification in its sole discretion by a sign at a location at the Tour Stop Park specified by Six Flags and/or by park announcements. Notifications to a contestant group will be directed to the group's designated representative in the Contest Registration Package. Sponsors are not responsible for a selected Semi-Finalist's failure or inability to receive a notice provided by a Sponsor, or fraudulent or other notifications provided by third parties. Sponsors are not responsible for any Semi-Finalist's inability to perform at the Semi-Finals Show. A selected Semi-Finalist (or designated representative of a selected Semi-Finalist group) must confirm his/her/their participation in the Tour Stop Park Semi-Finals Show by 10:00 a.m. local time on the day of the Semi-Finals Show by telephone at the confirmation telephone number provided by Six Flags. The Semi-Finals Show will take place at the Tour Stop Park at a time determined by Sponsors). Each Semi-Finalist (individual Semi-Finalist contestants and each member of a Semi-Finalist group, if any) will be given complimentary park admission and general parking for one vehicle (standard-sized car or truck) for the Semi-Finals Show. **No other costs or expenses of a Semi-Finalist are provided by Sponsors (including, without limitation, travel, meals or lodging). If a Semi-Finalist is a minor in his/her primary state of residence, the Semi-Finalist must be accompanied by his/her parent or legal guardian to the Semi-Finals Show and that Semi-Finalist's parent or legal guardian will be given complimentary park admission (but will NOT be given separate parking) for attendance at the Semi-Finals Show.**

iv. Semi-Finalists for the MySpace Tour Stop will be notified on or about August 7, 2009, by Sponsors by e-mail or by phone in Sponsors' sole discretion. Notifications to a contestant group will be directed to the group's designated representative in the Contest Registration Package. Sponsors are not responsible for a selected Semi-Finalist's failure or inability to receive a notice provided by Sponsors, or fraudulent or other notifications provided by third parties. No additional performances or submissions are required for MySpace Tour Stop Semi-Finalists.

c. Semi-Finalist Judging; Finalist Notification.

i. Tour Stop Park Semi-Finalists: A Semi-Finalist (including all members of a Semi-Finalist group) must check in at the Tour Stop Park location by the time specified by Sponsor. Only group members who originally auditioned may check in and perform in the Semi-Finals Show and no substitution of members is allowed. A Semi-Finalist (or Semi-Finalist group) is required to spend approximately three (3) hours with the Contest production team for the Semi-Finals Show (approximately one (1) hour for rehearsal time and approximately two (2) hours for the Semi-Finals Show and related preparation). The Semi-Finals Show will be performed live in front of a judging panel and a crowd. A Semi-Finalist (or Semi-Finalist group) will participate in and perform during the Semi-Finals Show at such times as directed by a Contest representative. A Semi-Finalist's (or Semi-Finalist group's) performance must be a performance of the material the contestant elected in the contestant's (or contestant group's) Contest Registration Package and performed for the Semi-Finalist's (or Semi-Finalist group's) original audition. In any event, a Semi-Finalist (or Semi-Finalist group) performance may be no longer than forty-five seconds (:45). Semi-Finalist performances are subject to Performance Requirements and restrictions described in Section 6 above. Semi-Finalist performances at a Tour Stop Park's Semi-Finals Show will be judged and scored by a panel of local celebrity judges appointed by Sponsors in their sole discretion who will judge and score the performances in accordance with the Judging Criteria. The judging panel will be

comprised of an individual or individuals who are experienced in talent, entertainment or public performance.

ii. MySpace Tour Stop Semi-Finalists: Semi-Finalist video auditions will be judged and scored by a panel of celebrity judges appointed by MGM in its sole discretion who will judge and score all Semi-Finalist (and Semi-Finalist group) performances in the MySpace Tour Stop in accordance with the Judging Criteria. The judging panel will be comprised of an individual or individuals who are experienced in talent, entertainment or public performance.

iii. The judging panel will select the Semi-Finalist (or Semi-Finalist groups) with the two (2) highest cumulative scores as based on the Judging Criteria, who will be the Finalist and the runner-up ("Runner-Up"), subject to verification. In the event of a tie, the Tiebreaker will be used to the extent necessary. The Finalist and Runner-Up, subject to verification, will be announced at the Tour Stop Parks by Sponsors at the Semi-Finals Show after the judging is complete and for the MySpace Tour Stop, by e-mail, online, and/or phone in Sponsors' sole discretion. A Finalist (including each member of the group), if verified, will receive the Finalist Trip as described in Section 11 below and will advance to the Contest final judging round.

8. FINALIST VERIFICATION.

a. A potential Finalist including each member of a potential Finalist group (or if a Finalist or Finalist group member is a minor in his/her primary state of residence, the Finalist's parent or legal guardian) must do the following to claim the Finalist Trip (defined below) and advance to the final round of judging at Six Flags Magic Mountain in Valencia, California scheduled to take place on September 5, 2009: (1) confirm the Finalist's ability to take the Finalist Trip (including, without limitation, participating in the Contest "Finals Show") based on the travel and trip information provided by Sponsors to Finalist (or, if applicable, the Finalist's parent or legal guardian); and (2) complete, execute and deliver to Sponsors a background check authorization form and any other documents as required by Sponsors in the form provided by Sponsors. **If a potential Finalist (and, if applicable, the Finalist's parent or legal guardian) does not provide such confirmation and completed and signed documents in the manner specified by Sponsors and within four (4) business days after the date Sponsors sent or personally hand the documents to the potential Finalist, the Finalist (and each member of the Finalist group) will be disqualified from the Contest, and will not receive any prize in this Contest or participate in the Finals Show.**

b. All potential Finalists (and each member of a Finalist group) are subject to verification by Sponsors in their sole discretion. Sponsors reserve the right to conduct a background check on any or all potential Finalists (and each member of a Finalist group), and Sponsors reserve the right to disqualify any Finalist or Finalist group based on such background check if Sponsors determine in their sole discretion that permitting an individual or group to participate in the Contest and/or awarding a prize to any such individual or group might reflect negatively on a Contest Entity. Potential Finalists (and each member of a Finalist group, and if a Finalist or Finalist group member is a minor in his/her primary state of residence, the Finalist's parent or legal guardian) will cooperate with Sponsors and their representatives in connection with any and all verification and background check activities.

c. If a potential Finalist is unable to claim the Finalist Trip and be verified as the Finalist, the Runner-Up for that Tour Stop will have the opportunity to claim the Finalist Trip and be verified as the Finalist. If the Runner-Up is unable to claim the Finalist Trip and be verified as the Finalist, the Semi-Finalist from that Tour Stop with the next highest score from the judging panel will have the opportunity to claim the Finalist Trip and be verified as the Finalist. In such event, a potential alternate Finalist (or if a group, a potential alternate Finalist's group representative) will be notified by Sponsors by telephone and the potential alternate Finalist (and each member of a potential alternate Finalist's group) will be required to return the required confirmation and documents to Sponsors as described above, however, Sponsors, in their sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsors' contest schedule, and due to such schedule and timing, Sponsors may be unable to confirm a Finalist for such Tour Stop. Sponsors are not responsible for the failure of a potential Finalist (or group representative)

to receive Sponsors' telephone message or the required documents for any reason, or for the inability of such potential Finalist (or group representative or any member of a group) to return Sponsors' telephone message or the required documents for any reason. In the event of a Finalist Trip forfeiture, no compensation or other payments will be given and Contest Entities will have no liability or obligation with respect to that Finalist Trip.

9. WINNER SELECTION, NOTIFICATION AND VERIFICATION.

a. A confirmed Finalist (and each Finalist group member, and any minor Finalist's or minor group member's parent or legal guardian) is required to participate in the Contest finals activities at such times and places as directed by Sponsor. Such activities are scheduled to include, without limitation, attending and participating in the Finals Show rehearsal on September 4, 2009, the Finals Show at Six Flags Magic Mountain in Valencia, California on September 5, 2009, and Contest activities before and after the Finals Show. The Finals Show will be performed live in front of a judging panel and a crowd. A Finalist (or Finalist group) will participate in and perform during the Finals Show at such times as directed by a Contest representative. The Finalist (or Finalist group) must perform one (1) of the following live: (A) the Finalist's (or Finalist group's) dance moves to the one (1) entire song selected by the Sponsors; (B) sing to the music track of one (1) entire song selected by the Sponsors; or (C) perform the other activity that shows talent in the performing arts as performed by the Finalist (or Finalist group) in his/her/their original audition. The only music that may be used in any performance in the Finals Show is the music track provided and selected by Sponsors for the Finals Show. Sponsors will send to each Finalist on the same date the track or tracks (in Sponsor's sole discretion) that may be used in the Finals Show performances, which may include lyrics at Sponsors' sole discretion. A Finalist's (or Finalist group's) performance must be a performance of the skill or talent performed for the Finalist's (or Finalist group's) original audition. In any event, a Finalist (or Finalist group) performance may be no longer than five minutes (5:00). Finalist performances are subject to the restrictions and requirements described in Section 6 above. Entry into the Six Flags park for the Finals Show is subject to all park rules and Finalists and guests will not be allowed in to the park with restricted materials or props.

b. One (1) Finalist (or Finalist group) from each Tour Stop will participate in the Finals Show (a total of up to seven (7) Tour Stop Finalists). A contestant or contestant group may not be verified as a Finalist in more than one (1) Tour Stop.

c. Finalist performances at the Finals Show will be judged and scored by a panel of celebrity judges appointed by Sponsors who will judge and score all Finalist (and Finalist group) performances in accordance with the Judging Criteria. The judging panel will be comprised of an individual or individuals who are experienced in talent, entertainment or public performance.

d. The Finals Show judging panel will select the Finalist (or Finalist group) with the highest cumulative score for the Final Show performance as based on the Judging Criteria as the winner of the Contest ("Grand Prize Winner"). In the event of a tie, the Tiebreaker will be used to the extent necessary until the tie is broken. The Grand Prize Winner will be announced by Sponsors at the Finals Show after the judging is complete. The Grand Prize Winner, subject to verification, will be the winner of a Grand Prize as described below.

e. If a confirmed Finalist (or Finalist group) does not take the Finalist Trip or is disqualified from the Contest during Contest finals activities (including, without limitation, due to failure to participate in Contest finals activities), then the Finalist (and each Finalist group member, and, if applicable, the minor Finalist's parent or legal guardian) will forfeit any unused portion of any Finalist Trip.

10. RIGHTS; RECORDINGS.

a. Sponsors and/or their designees may make video and/or audio recordings of and/or otherwise film, photograph and memorialize some or all of a contestant's (and contestant group's) performances and participation in the Contest (including, without limitation, in auditions, the Semi-Finals Show (if applicable) and the Finals Show) and related activities (collectively, the "Recordings").

b. By participating in the Contest, each contestant (and any minor contestant's parent or legal guardian) hereby irrevocably consents to the making of the Recordings, and acknowledges and agrees that: (A) the Recordings, including, without limitation, all contents, concepts and ideas embodied therein, are the exclusive property of Sponsors; (B) he/she irrevocably assigns to Sponsors, their successors and assigns, all right, title and interest in and to such Recordings and his/her recorded activities in the Recordings, including, without limitation, all intellectual property and other proprietary rights, without compensation or acknowledgement (other than competing for and, if applicable, receiving a prize, if any, that is awarded to a contestant as set forth in these Official Rules); and (C) Sponsors and their successors, assigns, licensees and designees shall have the perpetual, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit the Recordings (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit in any manner any the Recordings (or any part thereof) or information or ideas contained within the Recordings, all without further payment, consideration, attribution, notice or consent. Without limiting the foregoing, one such use may include posting of some or all of the Recordings on Sponsors' or their designee's websites. Sponsors have no obligation to maintain the Recordings or any part thereof, or any information or ideas contained therein, as confidential or proprietary. Sponsors reserve the right to edit, modify, or abridge the Recordings for any reason at any time.

c. Each submission, video, audio, photograph, text, graphic, statement, any other creative material, and quotation of or by contestant and furnished or submitted by contestant (or contestant group) by a contestant (and minor contestant's parent or legal guardian) in connection with the Contest, including, without limitation, all contents, concepts and ideas embodied therein, (collectively "Material") becomes the exclusive property of Sponsors, and will not be returned by Sponsors. Each contestant (and minor contestant's parent or legal guardian) hereby irrevocably assigns to Sponsors, their successors and assigns, all right, title and interest in and to such Material, including, without limitation, all intellectual property and other proprietary rights, without expectation of compensation or acknowledgement (other than competing for and, if applicable, receiving a prize, if any, that is awarded to a contestant as set forth in these Official Rules). Each contestant agrees that Sponsors and their successors, assigns, licensees and designees shall have the perpetual, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit contestant's Material (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit in any manner any submission (or any part thereof) or information or ideas contained within any Material, all without further payment, consideration, attribution, notice or consent. Without limiting the foregoing, one such use may include posting of some or all of an contestant's Material on Sponsors' or its designee's websites. Sponsors shall have no obligation to maintain any of the Material, or any information or ideas contained therein, as confidential or proprietary. Sponsors reserve the right to edit, modify, or abridge any such Material for any reason prior to use. **Notwithstanding Sponsors' ownership of the Materials, each contestant agrees that he or she will not distribute, display, copy or use the Material in any way for marketing, merchandising, or commercial purposes: to participate in any other contests, talent searches or similar activities; or in any way that is or may be offensive or harmful to any Contest Entity or its reputation, and each contestant agrees to cooperate with any request by Sponsors to remove any Material from a third party site or other location.** Each contestant agrees that the Contest Entities have no obligation to use or post any Material on www.myspace.com, MySpace Contest Site or elsewhere. Each contestant agrees that the Contest Entities may, but are not required to, attribute the Material to contestant. **Each contestant (and each minor contestant's parent or legal guardian) releases the Contest Entities, and each of their respective parents, affiliates, licensees, and related companies, and the officers, directors, agents, employees and assigns of each, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection with any use of Material.**

d. Each contestant agrees and acknowledges that participation in the Contest does not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Entities and contestant, does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the contestant's Material, and

that the only contracts, express or implied, between the Contest Entities and contestant is as set forth in these Official Rules and any and all documents required for completion by contestants, Semi-Finalists, Finalists and the winner. All material owned by a Contest Entity or made available or featured on the MySpace Contest Site by a Contest Entity, including but not limited to the Approved Music Segments and any property related to the "Fame" motion picture, including any logo or title art, shall remain the property of such Contest Entities or persons and contestants acquire no rights therein by virtue of this Contest.

e. Each contestant waives and releases the Contest Entities and their agents, assigns and licensees from any and all claims that contestant may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to the Contest Entities' or their agents', assigns' or licensees' exploitation or use of the Material without further notification, attribution or compensation to contestant of any kind, **and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Contest Entities or their agents, assigns or licensees or any other person in connection with this Contest, on the grounds that any use of any Material or any derivative works thereof infringe or violate any of contestant's rights therein. Each contestant agrees that he or she will not seek (1) to challenge, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of the Contest Entities or their agents, assigns or licensees to use the Material by any means whatsoever or (2) to thwart, hinder or subvert the intent of the grants of rights to the Contest Entities in these Official Rules and/or the collection by the Contest Entities of any proceeds relating to the rights conveyed under these Official Rules.**

11. FINALIST TRIPS AND PRIZES.

a. The following will be awarded in the Contest: one (1) Finalist Trip (defined below) and one (1) "FAME" Prize Pack (defined below) to the one (1) verified Finalist (or each verified member of the one (1) Finalist group, if applicable) from each Tour Stop and one (1) grand prize to the Grand Prize Winner. The approximate retail value ("ARV") of all prizes to be awarded in this Contest is between \$10,630 and \$37,040.

b. A "Finalist Trip" consists of and is limited to the following: (i) round-trip coach airfare for the verified Finalist between a United States major metropolitan airport near the Finalist's primary residence and the Los Angeles, California area (airports, carrier, seating, and travel dates and times as determined by Sponsors or their designee); (ii) a three (3) night stay at a hotel in the Valencia, California area (one (1) standard room with single occupancy; dates, hotel and room as determined by Sponsors or their designee); (iii) round-trip ground transportation to and from the destination city airport and the hotel, the hotel and Finals Show rehearsals, and the hotel and the Finals Show (ground transportation as determined by Sponsors or their designee), (iv) a check or giftcard for Finalist for \$200 for use towards meals, incidentals and expenses (giftcard, if any, as determined by Sponsors, is subject to the terms, conditions and restrictions thereof); (v) admission for Finalist to Six Flags Magic Mountain in Valencia, California for attendance at and Finalist's participation in the Finals Show. If a Finalist (i.e., individual or a group member) is a minor in his or her primary state of residence, that Finalist must be accompanied on the Finalist Trip with his or her parent or legal guardian, and will also be awarded the following for use solely by his or her parent or legal guardian: (i) round-trip coach airfare with Finalist between a United States major metropolitan airport near the Finalist's primary residence and the Los Angeles, California area (airports, carrier, seating, and travel dates and times as determined by Sponsors or their designee); (ii) three (3) night stay in the same room as the Finalist at a Sponsor-selected hotel in the Valencia, California area; (iii) round-trip ground transportation with Finalist to and from the destination city airport and the hotel, the hotel and Finals Show rehearsals, and the hotel and the Finals Show (ground transportation as determined by Sponsors or their designee), and (iv) admission to Six Flags Magic Mountain in Valencia, California for attendance at Finalist's participation in the Finals Show. **Finalist (and his or her parent or legal guardian, if Finalist is a minor in his or her primary state of residence) must be available to participate in the above activities during the period of approximately September 3, 2009 to September 6, 2009, and travel from Sponsor-selected airport on the Sponsor-selected dates and times, or Finalist Trip and participation in the Contest final judging round may be forfeited (in Sponsors' sole discretion).** ARV of a Finalist Trip is between \$1600 (for one (1) Finalist who is the age of

majority) and \$12,800 (for eight (8) minor Finalist group members and one (1) parent or legal guardian for each).

c. The "FAME Prize Pack" consists of and is limited to one (1) "FAME" t-shirt and one (1) screening pass to see the "FAME" motion picture on Sponsor-selected date, time and location. ARV of the "FAME" Prize Pack is \$30.

d. The "Grand Prize" consists of and is limited to (collectively the "Grand Prize"): (i) a trip for Grand Prize Winner (the individual or each group member, if applicable) and one (1) guest (for the individual Grand Prize Winner or per each group member, if applicable, who must be the Grand Prize Winner's parent or legal guardian if Grand Prize Winner is a minor in his or her primary state of residence) to Los Angeles, California for five (5) days which may include, but is not limited to, round-trip coach airfare between a United States major metropolitan airport near the Grand Prize Winner's primary residence and the Los Angeles, California area (airports, carrier, seating, and travel dates and times as determined by Sponsors or their designee), ground transportation between airport and hotel upon arrival and departure, and hotel accommodations in the Los Angeles, California area (one (1) standard room with double occupancy; dates, hotel and room as determined by Sponsors or their designee); AND (ii) one (1) of each of the following for the Grand Prize Winner, regardless of whether the winner is an individual or a group: \$5000 cash; a \$250 Sephora gift card; a \$1500 Johnny Rockets VIP gift card; a meeting with a talent agent and studio executive chosen by MGM in its sole discretion; an appearance on the special features on the "FAME" DVD as determined by MGM in its sole discretion; and an appearance in a photo spread in "OK!" magazine, which may be shot from the Finals Show location on that same day, as determined by MGM in its sole discretion. The ARV of the Grand Prize is between \$9000 (for one (1) individual winner and his/her guest) and \$24,000 (for a winning group of eight (8) and one (1) guest for each). **Grand Prize Winner (including each group member, if applicable) must be available to participate in the above activities and travel from Sponsor-selected airport on the Sponsor-selected dates and times no later than March 5, 2010, or Grand Prize trip may be forfeited (in Contest Entities' sole discretion). The Grand Prize Winner's (or winning group) grand prize winning performance from the Finals Show will be featured on at least MGM's initial domestic release of the 2009 version of "FAME" DVD and also may be distributed by MGM or by third parties outside of MGM's control on other "FAME" DVDs.**

e. *The following applies to each Finalist Trip and the trip portions of the Grand Prize:* Specific travel arrangements will be made and details not specified herein will be decided in Contest Entities' sole discretion. Travel must originate from and end at the same airport. Each Finalist and Grand Prize Winner and his/her guest, if any, must travel together on the same itinerary and on the dates and according to the arrangements selected by Contest Entities at their sole discretion. It is each Finalist's and Grand Prize Winner's and his/her guest's sole responsibility to comply with all travel requirements, which may include, without limitation, presenting necessary identification (including photograph) at the time of travel. Flight schedules are subject to change without notice. Contest Entities are not liable for any missed prize events or opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Finalist or winner may be required to provide a credit card at time of hotel check-in. Finalist or winner's guest must be the age of majority in the guest's primary state of residence, unless the Finalist or winner with whom the guest is traveling is the guest's parent or legal guardian. Each Finalist and the Grand Prize Winner agrees that his/her guest must comply with Contest Entities' and each prize provider's procedures and policies and must complete, sign and return a release of liability and, where legal, a publicity release to Contest Entities in the form provided and timeframe specified by Contest Entities or guest will not be allowed to travel or participate in any trip or prize activity. Potential Finalist's or Grand Prize Winner's failure to sign all required documents may result in disqualification from participating in the Contest and prize, including the Finals Show and/or Grand Prize. Once selected by the Finalist or Grand Prize Winner, guest cannot be changed without the express consent of Contest Entities, which may be withheld for any reason. Accommodation and theme park events, services, activities, and facilities are subject to availability; blackout dates and capacity controls may apply. Use of any of the accommodation or theme park events, services, activities, and facilities may require form(s), medical documents and/or releases (in addition to those required by Contest Entities) to be properly completed, and failure to complete any such forms, medical documents or releases may restrict activity access and/or

participation and/or attendance. Access to, participation in, and attendance at accommodation and theme park events, services, activities, and facilities is subject to the policies and procedures established by the prize providers. By entering this Contest and accepting the Finalist Trip or Grand Prize, each Finalist and Grand Prize Winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest- or prize-related activity. Each Finalist and Grand Prize Winner understands and agrees that Contest Entities have the right, in their sole discretion, to immediately disqualify and remove the Finalist or winner and his/her guest from any activity at any time if the Finalist's or winner's or his/her guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of a Contest Entity or otherwise violates the policies of the prize providers. In the event that a Finalist or the Grand Prize winner lives within close proximity to the trip destination (as determined in Contest Entities' sole discretion), Contest Entities may substitute airfare, hotel accommodations or both with ground transportation between winner's residence and the destination, and the any difference in value will not be awarded to the Finalist or Grand Prize Winner.

f. All prize details not specified herein will be determined in Sponsors' sole discretion. Prizes are non-transferable and non-assignable, and are not refundable, and must be accepted as awarded. **Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsors or for which Sponsors shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.** Unused components of a trip or prize shall be forfeited and have no redeemable cash value. No cash or other substitution may be made, except by Sponsors, who reserve the right (but have no obligation) to substitute a trip or prize (or a component thereof) with another trip or prize (or component thereof, including cash) of equal or greater value for any reason, including, without limitation, if the trip or prize is not available for any reason as determined by Sponsors in their sole discretion. Each Finalist and the Grand Prize Winner is fully and solely responsible for any and all meals, gratuities, in-room charges, travel expenses, transfers, travel and other insurance, carrier fees, government charges and other expenses not specified in these Official Rules as being specifically provided as part of any prize and all applicable federal, state, international and local taxes and assessments (including, without limitation, income taxes). Failure to use, take or complete any portion of the Finalist Trip or Grand Prize does not relieve the Finalist or Grand Prize Winner of his/her tax obligations associated with receiving the Finalist Trip or Grand Prize. Each Finalist and the Grand Prize Winner will be issued an IRS Form 1099 for the actual value of the trip or prize awarded. Contestants waive the right to assert as a cost of winning a prize any and all costs of participation in Contest- or prize-related activities, verification and redemption or travel to redeem the Finalist Trip or prize in this Contest. Actual retail value of the Finalist Trip and the Grand Prize will vary depending on the Finalist's or winner's residence and may fluctuate due to market conditions, changes in value of components (e.g., air transportation and hotel rates) and other reasons, and actual retail value at time of actual prize award may be different than ARV stated in these Official Rules due to such conditions. Airfare used in the ARV's in these Official Rules use Newark, NJ as a departure example. Contest Entities are not responsible for and winner will not receive the difference between the actual value of a prize at the time of award and the stated ARV in these Official Rules or in any Contest-related advertising, correspondence or other materials. Participating in the Finals Show and related activities, the Grand Prize Winner meeting with a talent agent and studio executive and appearing on the special features of the "Fame" DVD or in a photo spread in OK! Magazine does not have a retail value. In the event that these opportunities are unable to be awarded due to circumstances outside of Sponsors' reasonable control, no substitution for that portion of the prize will be provided and Contest Entities have no further obligation to winner with respect to that portion of the trip or prize. If the trip, prize or a portion thereof is awarded, but unclaimed or forfeited by the recipient, the trip or prize or portion thereof may not be re-awarded, in the sole discretion of the Contest Entities. No more than the stated prize will be awarded. Contest Entities will not replace any lost, mutilated or stolen tickets, vouchers or certificates. If a Finalist or Grand Prize Winner does not accept or use the entire trip or prize, the unaccepted or unused part of the prize will be forfeited and Contest Entities will have no further obligation with respect to that trip or prize or portion thereof. Each Finalist and Grand Prize Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a trip or prize. If legitimately claimed, the Finalist Trips and Grand Prize will be awarded.

12. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes contestant's (and minor contestant's parent's or legal guardian's) consent to Contest Entities' (and their successors', assigns', licensees' and designees') use of contestant's name, biography, likeness, voice, photographs, video, opinions, hometown, state and country for promotional or other purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, approval, compensation, liability or consent. **As a condition of entry, each contestant agrees that the Contest Entities have the right to change, modify, blur, or alter in any way the winner's name and/or likeness for incorporation into advertising, trade, or promotional materials, including, without limitation, on the MySpace Contest Site and www.myspace.com, in its sole discretion and without further payment, consideration, notice, approval, compensation, liability, or consent.**

13. GENERAL CONDITIONS.

a. Sponsors reserve the right to require contestants (and, as applicable, their parents and legal guardians) to complete, execute and deliver to Sponsors additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsors, or the contestant may be disqualified. Sponsors reserve the right, in their sole discretion, to terminate, modify or suspend the Contest for any reason, including, without limitation, if, in Sponsors' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsors' reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. Sponsors reserve the right in their sole discretion to disqualify any individual found to be tampering or attempting to tamper with the registration process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage any web site or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsors' sole discretion. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, the provision will be deemed modified to the extent necessary to make it enforceable and these Official Rules will otherwise remain in effect and must be construed in accordance with their terms. It is each contestant's sole responsibility to notify Sponsors immediately if his or her e-mail address, telephone number or other contact information changes. Contest Entities are not responsible for any contestant's inability to receive telephone calls for any reason, electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in contestant's e-mail account to receive e-mail messages. Contest Entities are not responsible, and may disqualify a contestant, if his or her e-mail address, telephone number, or other contact information does not work or is changed without immediate notification to Sponsor. If any notification is undeliverable or rejected or a contestant cannot be readily contacted or fails to respond according to the notification or Sponsors' instructions, that contestant may be disqualified and forfeit participation in the Contest and any prize won. **CONTEST ENTITIES SHALL NOT BE OBLIGATED TO AWARD ANY FINALIST TRIP OR PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST.** All legal responsibilities of a minor under the Official Rules are assumed by the minor's parent or legal guardian.

b. Without limiting the generality of Section 13(a) above, Sponsors reserve the right, in its sole discretion, to terminate, modify or suspend the Contest, including, without limitation, by cancelling or rescheduling Registration/Audition Dates, Last Receipt Dates, audition times, Semi-Finalist and Finals activities dates and times, and any other Contest activities, or by reducing the number of guaranteed auditions, Semi-Finalists, or Finalists in the event any Contest location (including, without limitation, any Tour Stop or the Finals park) or any of its operations or activities are affected, as determined by Sponsors

in their sole discretion, by acts of God, fire, floods, storms, weather conditions, natural disasters, explosions, accidents, epidemics, public health issues or threat thereof, war, act or threat of terrorist activity, emergency, civil disorder, days(s) of national mourning, failure of facilities or equipment, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause not reasonably within Sponsors' control, whether or not specifically mentioned above ("Force Majeure Event"). The Contest Entities will not be liable to any contestant or any other person for failure to supply a trip, prize or any part thereof, by reason of a Force Majeure Event.

14. LIABILITY RELEASE. By participating, each contestant (and each minor contestants' parents and legal guardians on behalf of themselves and on behalf of the minor contestant) forever and irrevocably **RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS**, Sponsors and their parents, subsidiaries, divisions and affiliates; any and all persons and entities responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying any prize, the Contest Entities, all other persons and entities participating in the Contest in any manner (including, without limitation, other Contest contestants, and Contest vendors and contractors), and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the "Releasees") from and against all losses, claims, damages, liabilities, costs or expenses (collectively, "Losses"), arising in whole or in part, directly or indirectly, from the contestant's (and, as applicable, the contestant's parent's or legal guardian's) entry and/or participation in the Contest, contestant's (and, as applicable, contestant's parent's or legal guardian's) preparing for, participating in and/or traveling to or from any prize- or Contest-related activity, and/or the contestant's (and, as applicable, the contestant's parent's or legal guardian's) receipt or use of any prize awarded in the Contest, including, but not limited to, any Losses caused or alleged to be **CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE** of any Releasee. The foregoing release includes, without limitation, any and all **LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE** to contestant (and, as applicable, contestant's parent or legal guardian) or any third party arising in whole or in part, directly or indirectly, from any prize or the use of any prize, the award, acceptance, possession, use or misuse of any prize, and entry and participation in the Contest, any Contest activities or any prize activities (including, without limitation, traveling to and from a Tour Stop Park or the Finals Show, participating in the Semi-Finals Show, the Finals Show activities, and the Finals Show, and traveling to and from and participating in any related activities). Each contestant (and each minor contestants' parents and legal guardians on behalf of themselves and on behalf of the minor contestant) further **COVENANTS NOT TO SUE** any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete **RELEASE and DISCHARGE** of all claims and rights of each contestant (and, as applicable, each contestant's parent or legal guardian) against the Releasees and no action will be taken by or on behalf of a contestant (and, as applicable, a contestant's parent or legal guardian) with respect to any such claims and rights, it being understood that these Official Rules, including this Section 14, shall be binding upon each contestant (and, as applicable, each contestant's parent or legal guardian), and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives. Competing in the Contest includes action-oriented activities that involve risk or injury. By participating in the Contest, each contestant (and each minor contestant's parents and legal guardians) acknowledges and **ASSUMES SUCH RISK**.

EACH CONTESTANT (AND EACH MINOR CONTESTANTS' PARENTS AND LEGAL GUARDIANS ON BEHALF OF THEMSELVES AND ON BEHALF OF THE MINOR CONTESTANT) UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

15. LIMITATIONS OF LIABILITY. By participating, each contestant agrees that the Releasees are not responsible for: (a) incorrect or inaccurate transcription of entry, audition or performance information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, garbled, postage-due or misdirected entries, correspondence or Contest-related materials or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) viruses or technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, web site, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any telephone, mail, website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors or ambiguities which may occur in any Contest materials or documents or the offer or administration of the Contest or the processing of entries; (f) any injury or damage to persons or property, including but not limited to contestant's computer, which may be caused, directly or indirectly, in whole or in part, from contestant's entry in the Contest, or from viewing, playing or downloading any material from Contest Entities' website(s), regardless of whether the material was prepared by Sponsors or a third party, and regardless of whether the material is connected to Contest Entities' web site by a hypertext link; (g) any condition caused by events beyond the control of the Releasees that may cause the Contest to be disrupted or corrupted; or (h) claims based on publicity rights, defamation or invasion of privacy.

16. DISPUTES. Contestant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, any prizes awarded or the determination of the winner shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, remedies and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, if any, but in no event attorneys' fees, and not to exceed two hundred and fifty dollars (\$250); (c) and contestant shall not have the right and will not be entitled to in any way enjoin or restrain the distribution, advertising, publicizing, exhibition, production or other exploitation (in any form of media) of the Contest, any Materials, any Recordings, the "Fame" motion picture, www.myspace.com, MySpace Contest Site, the Contest, any Contest Entity commercial and/or any other production or intellectual property owned or licensed by a Sponsor or Contest Entity or their respective parent companies, subsidiaries and affiliated entities; and (d) under no circumstances will contestant be entitled or permitted to obtain awards for and contestant hereby waives all rights to claim punitive, incidental, exemplary and consequential damages and any other damages, other than for actual out-of-pocket expenses (excluding attorneys fees and not to exceed \$250), and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

17. PRIVACY POLICY: Any personal information supplied by you to MySpace will be subject to MySpace's privacy policy posted at <http://www.myspace.com/index.cfm?fuseaction=misc.privacy>. By entering the Contest via the MySpace Contest Site, you grant MySpace permission to share your email address and any other personally identifiable information with the corresponding Contest Entities solely for the purpose of Contest administration, judging and prize fulfillment. MySpace will not sell, rent, transfer or otherwise disclose your personal data to any third party other than the corresponding Contest Entities as described above herein.

18. OFFICIAL RULES. These Official Rules are available at www.sixflags.com at the Contest section of Six Flag's website, at the MySpace Contest Site, at the Contest section of MGM's website located at generationfame.com or by sending a self-addressed postage-stamped envelope to "Fame National Talent Search – Rules Request, Six Flags Theme Parks Inc., c/o Six Flags, Inc., 1540 Broadway, 15th Floor, New York, NY 10036." Mail requests for must be received no later than the end of the Entry Period. Vermont residents may omit return postage.

19. WINNER'S LIST. To request a list of winners, send a self-addressed postage-stamped envelope to "Fame National Talent Search – Winner's List Request, Six Flags Theme Parks Inc., c/o Six Flags, Inc.,

1540 Broadway, 15th Floor, New York, NY 10036." Requests must be received prior to February 22, 2010.

20. SPONSORS. The sponsors of this Contest and the addresses at which the Sponsors may be contacted are as follows: Six Flags Theme Parks Inc., c/o Six Flags, Inc., 1540 Broadway, 15th Floor, New York, NY 10036 and Metro-Goldwyn-Mayer Studios Inc., 10250 Constellation Blvd., Los Angeles, CA 90067.