

Billion Songs Countdown Promotion

Official Rules

1. **NO PURCHASE NECESSARY.**

2. **Promotion Description.** The 1 Billionth (1,000,000,000) Download Promotion (the "Promotion") is a sweepstakes promotion in which entrants downloading songs through the iTunes Music Store ("iTunes") will be eligible to win one (1) of four hundred and ninety-nine (499) prizes consisting of one (1) black 4GB iPod nano and one (1) card with a value of USD \$100 for redemption of content on iTunes ("iPod nano/iTunes Prize") (total approx. retail value of each iPod nano/iTunes Prize: USD \$349.00), or the one (1) grand prize described below ("Grand Prize"):

- One (1) 20-inch iMac computer;
- Ten (10) 60GB iPods (five white, five black); and
- One (1) card with a value of USD \$10,000 for redemption of content on iTunes (total approx. retail value of Grand Prize: USD \$16,000.00)

In addition, a scholarship will be created by Apple in the name of the Grand Prize winner to a world renowned music institution to be selected by Apple. The scholarship recipient shall receive four (4) years of tuition to a university-level program at the music department of the selected institution. The Grand Prize winner shall not be eligible to receive the scholarship or participate in determining the scholarship recipient. The scholarship shall have no monetary value to the Grand Prize winner.

One (1) iPod nano/iTunes Prize will be awarded for each 100,000th song downloaded beginning with the 950,100,000th download until iTunes reaches its 1 billionth download. For the 1 billionth download, one (1) lucky winner will win the Grand Prize.

Where the winner is not a resident in the United States, references to USD are to the equivalent amount, as of the End Date of the Promotion, in the foreign currency of the country in which the winner resides.

3. **How To Enter.** You will automatically be entered into the Promotion by: 1) downloading a song from iTunes (any music video or other video downloads and any free downloads will be deemed an ineligible entry); or 2) a free alternative means of entry by completing an online entry form available at <http://www.apple.com/itunes/1billion/entryform/> (a song download or free online entry will be deemed an "Entry(ies)"). One Entry will be automatically submitted for each song downloaded. The recipient of song(s) purchased through the "Gift this Music" feature on iTunes will be deemed the entrant upon successfully redeeming the song(s) (upon download). The authorized iTunes account holder will be deemed to be the entrant for Entries via song download. Free Entries are limited to twenty-five (25) entries per person, per day. The Promotion begins following the downloading of the 950,000,000th iTunes song, and ends with the downloading of the 1 billionth Entry ("End Date"). Only Entries submitted in this time period will be accepted.
4. **Eligibility.** In order to be eligible, entrants must be 13 years of age or older, and a legal resident of one of the 50 United States, including Washington, D.C., Australia, Austria, Belgium, Canada (excluding the Province of Quebec), Denmark, Finland, France, Germany, Greece, Ireland, Italy, Japan, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or the United Kingdom. Entrants must enter the Promotion through the iTunes Music Store accessible in your country of residence. There is one Promotion, and the Rules in your country of residence govern your participation in the Promotion. Entrants under 18 should obtain a parent's or legal guardian's consent before participating. Entries are limited to individual consumers only; commercial enterprises and business entities are not eligible. Directors, officers, employees, contractors and agents of Apple, its subsidiaries, affiliates, resellers, or advertising or promotional agencies and members of their immediate families (defined as children, parents, siblings or spouses) are not eligible to participate in the Promotion. To participate, entrants must: 1) have a computer or, if submitting an entry via song download, have a computer with iTunes software installed (iTunes software is available for free at: <http://www.apple.com/itunes/download/>), 2) have Internet access; and 3) submit an Entry.
5. **Free Online Entries.** The authorized account holder of the email address used on the online form to enter will be deemed to be the

entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the address. Potential winners may be required to show proof that they are the authorized account holder or the entrant. The use of any automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter repeatedly or in excess of twenty-five (25) Entries per day, per person is prohibited. Mechanically generated entries will be discarded and may result in total and permanent disqualification from the Promotion.

6. **How You Win.** Winners will be determined by the order of the Entries received. One (1) iPod nano/iTunes Prize will be awarded for the Entry sent immediately following the 950,099,999th song downloaded and for every 100,000th Entry received thereafter, until iTunes reaches its 1 billionth Entry (i.e., one (1) iPod nano/iTunes Prize will be given away for the 950,100,000th Entry, for the 950,200,000th Entry, etc. up to and including the 999,900,000th Entry). For the 1 billionth Entry, the winner will receive the Grand Prize. In the event that more than one entrant would be a winner based on the simultaneous timing of entries, one entrant will be randomly selected from those entrants as the winner. Each entrant’s chances of winning are dependent upon the number of Entries received and the timing of Entries. Each entrant is eligible to win only one (1) iPod nano/iTunes Prize or one (1) Grand Prize.
7. **Notification.** Apple will notify winners by email and/or by post at the address provided within approximately three (3) days following selection of each winner. Apple is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or winner’s failure to adequately monitor any email account or physical address. The winner must then respond to Apple within five (5) days. Should the winner fail to respond to Apple or be disqualified, Apple reserves the right to select a new, replacement winner. The replacement winner will be the entrant whose Entry was timed at immediately after the previous winner’s Entry. Unclaimed prizes will not be awarded. The winners will be listed online at <http://www.apple.com/itunes/> within ten (10) days following the End Date. Individuals may request the name of the winners by submitting a self-addressed, stamped envelope before May 31, 2006 to: iTunes 1 Billion Download Promotion, 1 Infinite Loop, MS: 60-ITMS, Cupertino, California, 95014, United States. By participating, you agree to Apple’s inclusion of your name, and the city or town and country of your residence on such list if you are a winner.
8. **Affidavit; Publicity Release.** Each winner will be asked to sign an affidavit of eligibility and publicity release that will allow Apple to use the winner’s name, photography, likeness, voice, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. By accepting any prize, each winner consents to (i) being interviewed about their interest in music, iTunes and iPod or any other products or services of Apple Computer, Inc. or its affiliates and (ii) use of his or her name, likeness and any statements, quotes or testimonials for publicity, advertising and other promotional purposes without further compensation, except where prohibited by law.
9. **Taxes.** All taxes associated with the receipt or use of the prizes are the sole responsibility of each winner. Apple reserves the right to withhold any taxes as required by applicable law. Prizes are not transferable. No substitutions (including for cash) are permitted, but Apple reserves the right to substitute a prize of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these rules.
10. **Conditions of Participation.** By submitting an Entry for this Promotion, you agree to abide by these rules, the terms and conditions of iTunes, and any decision Apple makes regarding this Promotion. Apple reserves the right to disqualify from the Promotion, and any future contest or other promotion conducted by Apple, and to take such other action as may be appropriate, any entrant or winner who, in Apple’s reasonable suspicion, tampers with Apple’s web site, iTunes, the entry process, intentionally submits mechanical entries, violates these rules, or acts in an unsportsmanlike or disruptive manner.
11. **Disclaimer and Limitation of Liability.** APPLE MAKES AND GIVES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROMOTION OR ANY PRIZE OR ANY ENTRANT’S PARTICIPATION IN THE PROMOTION. APPLE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM, ANY OCCURRENCE, EVENT OR CONDITION OUTSIDE APPLE’S REASONABLE CONTROL THAT MAY AFFECT THE PROMOTION OR CAUSE THE PROMOTION TO BE DISRUPTED, SUSPENDED OR CORRUPTED, INCLUDING: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; AND (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS PROMOTION. APPLE RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND

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12. **Release.** BY ENTERING THE PROMOTION, EACH ENTRANT RELEASES AND AGREES TO HOLD HARMLESS APPLE AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION), ARISING OUT OF OR IN CONNECTION WITH: (I) ENTERING THE PROMOTION; (II) ACCEPTANCE OR USE OF ANY PRIZE; OR (III) OTHERWISE ARISING OUT OF OR RELATING TO THE PROMOTION.
13. **Privacy and Use of Promotion Information.** Any personal information received by Apple in connection with this Promotion will be used solely in accordance with Apple's privacy policy, which can be found at <http://www.apple.com/legal/privacy/> which allows you to easily change contact preferences by going to <http://www.apple.com/contact/myinfo>.
14. **Governing Law.** These Rules and this Promotion are governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County. The parties consent to the jurisdiction of the state courts of California and the federal courts located with such state and county with respect to any action, dispute or other matter pertaining to or arising out of this Promotion. This Promotion is subject to all applicable laws. Void where prohibited.
15. **Promoter.** The promoter of this Promotion is Apple Computer, Inc., 1 Infinite Loop, Cupertino, CA 95014 ("Apple"). All questions regarding this Promotion should be directed by email to itunesmarketing@apple.com.

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