

Midnight Juggernauts Video Competition Terms & Conditions:

Information on how to enter the Midnight Juggernauts Video Competition (the "Competition") and descriptions of prizes form part of these conditions of entry.

1) Entry into the Competition is open to all residents of Australia. The officers, management and employees (or immediate family of an officer, manager or employee) of the Promoter or any of its sub-licensees are not eligible to enter the Competition.

2) To enter, all prospective entrants must visit the webpage www.myspace.com/midnightjuggernauts or www.myspace.com/myinertiamusic submit their entry by following the instructions set out therein. Entries not complying with the instructions and these Terms and Conditions are ineligible.

3) To enter the Competition, all entrants must comply with the instructions and terms of usage and submit the entry in accordance with the conditions set out therein. All entrants must warrant that their entry is their own original work.

4) The Promoter warrants that the competition is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on creativity and manner of expression and the most creative entry will be chosen as the winner(s).

5) Competition judges are nominated at the discretion of the Promoter and Artist.

6) All entrants agree to provide the Promoter or the Promoter's authorised agent with identification and/or proof of age if selected as the Major Prize winner or if reasonably requested by the Promoter or the Promoter's authorised agent.

7) Prize(s):

The Major Prize comprises:

a) The winner will received the privilege of being in Midnight Juggernauts' (myspace.com/midnightjuggernauts) and Inertia's (myspace.com/myinertiamusic) "Top Friends" list for a period of 2 weeks

b) The opportunity to have the winning entry featured on the MySpace.com website and "Featured Video" page.

c) 2 double passes to the Midnight Juggernauts' official headlining album release tour in their nearest local city (tour commence 4 August 2007 – 8 September 2007)

d) A signed copy of the CD album 'Dystopia' (released 4 August 2007); and

e) Midnight Juggernauts official album 'Dystopia' Poster

f) Midnight Juggernauts T-Shirt & select merchandise (buttons)

The dollar value of the Major Prize is estimated to be AUD\$300

There are also five Runner Up Prizes, each comprised of five CD pack from Inertia

The dollar value of each Runner Up Prize is estimated to be AUD\$150

8) The Competition commences on 10:00am Wednesday, 25 July 2007 as stated on the entry form and entries close at 11.59pm (AEDST) on Monday, 6 August 2007, as stated on the

Competition entry form (the "Competition Period").

9) Competitors will download the Midnight Juggernauts logo and Midnight Juggernauts "Into The Galaxy" 30sec audio sample to create their own "Into The Galaxy" music video teaser. They will then enter their clip via Myspace.com and it will be uploaded to the Inertia Music Video Comp page on MySpace. The top five most viewed entries will be delivered to the judges to select the winning entry.

10) All entries will be judged on Tuesday 7th August 2007. The winner(s) will be notified by email and the winner(s) will also be posted on the Inertia Myspace page (Myspace.com/myinertiamusic). When the winner(s) are notified, he/she will be instructed to contact the Promoter (by email) to redeem his/her prize within 2 days of receiving such notification. If any winner(s) fail to contact the Promoter within this period, he/she will no longer be eligible to receive a prize.

11) A new winner will be selected in the event that the original winner does not contact the promoter within the 2 day period. This new winner will be notified by 10th August 2007.

12) To enter the Competition, all entrants must complete the entry form in full and submit the entry in accordance with the conditions set out therein. All entrants must warrant that their entry is their own original work, and all entries we subject the assignment to rights agreement below.

13) The Promoter warrants that the competition is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on creativity and manner of expression and the most creative entry will be chosen as the winner(s).

14) Competition judges are nominated at the discretion of the Promoter and Artist.

15) All entrants agree to provide the Promoter or the Promoter's authorised agent with identification and/or proof of age if selected as the Major Prize winner or if reasonably requested by the Promoter or the Promoter's authorised agent.

16) Prizes are not transferable, deferrable or exchangeable or redeemable for product and cannot be taken as cash.

17) No responsibility will be taken by the Promoter or any of its sub-licensees for lost or late entries due to technical or any other reason(s).

18) The Promoter reserves the right in its absolute discretion to reject any entry submitted to the Competition.

19) No responsibility will be taken by the Promoter or any of its sub-licensees for any changes in dates and/or times, cancellations or rescheduling of events or other arrangements that may prevent the prize winner from winning the Major Prize.

20) The Promoter reserves the right, in its absolute discretion, at any time during the Competition Period to vary, withdraw, postpone or cancel the Competition or Major Prize including without limitation, in circumstances where, in the Promoter's opinion (which it shall form in its absolute discretion): (a) no entry satisfies the Competition entry requirements or the Major Prize requirements; or (b) it cannot conduct the Competition or grant the Major Prize for any other reason beyond its control.

21) In the event that the Promoter cancels the Competition or Major Prize it shall not be required to grant the Competition or Major Prize at any other time and the Promoter will not be liable in any way for any consequence of withdrawing the Competition or Major Prize.

22) In the event that the Promoter postpones or varies the Competition or Major Prize it shall not be liable to any person for any loss or damage (including loss or damage caused by the Promoter's negligence) arising out of, or in connection with, the postponement or variation of the Competition or Major Prize. Nor will the Promoter be liable for any loss, damage (including but not limited to indirect or consequential loss) or personal injury suffered or sustained as a result of the judging, running or cancellation of the Competition or the Major Prize.

23) Any decision of the Promoter(s) in relation to the conduct of the Competition is binding and conclusive and will not be challenged on any grounds, including without limitation, the grounds that the Promoters failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles of procedural fairness. The Promoter's decision will remain binding and conclusive notwithstanding that it can be demonstrated that the Promoter made a decision that was wrong or was based on a factual error or an irrelevant or irrational consideration. It is not the Promoter's policy to enter into negotiations with competition entrants, Runners Up Winner(s) or the Major Prize winner who challenge a decision made by the Promoter.

24) All disputes, disagreements or claims in respect of the Competition will be resolved by MySpace.

25) All entries become the property of the Promoter and may be used for promotional or any other purposes.

26) It is the entrant's responsibility to inform the Promoter if their personal email address changes during the Competition Period.

27) The Promoter will collect personal information about persons who enter this competition so that those persons can participate in the competition and the Promoter can administer the Competition. The Promoter will only disclose that personal information to organizations associated with this competition, including MySpace. If a competitor does not provide their personal information they cannot participate in the competition. Competitors can gain access to their personal information held by the Promoter by contacting MySpace, PO Box 4245, Sydney, NSW, 2010.

28) The Promoter is INERTIA DISTRIBUTION Pty Ltd of unit 2/198 Young St Waterloo NSW 2016

AGREEMENT OF ASSIGNMENT OF RIGHTS

When participating in the MIDNIGHT JUGGERNAUTS video competition on MySpace (Site/Promoter) I accept the terms set out below.

I understand that this Agreement is entered between me and INERTIA DISTRIBUTION (Record Company), which company is the legal representative of the artist MIDNIGHT JUGGERNAUTS (Artist).

I agree that:

- any video-clip I submit to the Site can be included in one or more music videos by the Artist to be produced by the Record Company,
- the Record Company may choose not to use my video-clip(s), in which case this Agreement will terminate automatically and without any notice,
- the Record Company shall be the exclusive owner of all copyright and other rights in and to any video-clip I submit to the Site and I hereby assign all such rights to the Record Company,

- the Record Company is entitled to use the video-clip(s) forever and throughout the world, and to licence others to use them, in any manner and in any and all media and distribution channels now known or hereafter discovered or developed, including to commercially release the music video(s) as products intended for retail as well as home consumers,

- I shall not receive any payment or other compensation for my assignment of rights to the Record Company other than the Major Prize or Runner Up Prize as defined in the Competition Terms and Conditions, if applicable,

- I will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless I am the owner of such rights,

- I will not submit material that is unlawful, obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate,

- I will irrevocably and unconditionally release the Artist and/or the Record Company from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever in law or equity, whether known or unknown, arising out of or related to the uses described in this Agreement,

- the Record Company may transfer and assign this Agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction,

- this Agreement sets forth the entire agreement between me and the Record Company and may not be altered or amended except in writing signed by both parties,

- this Agreement shall be governed by Australian law,

- I will submit the personal credit I wish to be published in connection with the release of the music video(s) and at the same time I accept that the Record Company may choose not to use such credit.