

Official Contest Rules for NYC Moogfest Trip

NO PURCHASE NECESSARY . A purchase will not increase your chances of winning.

The Contest period is from May 1, 2006 ("Contest-Start") to 11:59 PM Eastern Time May 31st, 2006 ("Contest-End"). All times are based on Moog time (USA- Eastern Time).

Eligibility: This Contest is open to USA residents 21 years of age or older at the time of entry. Contestant must be a SUBSCRIBER to one of Moog Music's eNewsletters. Employees, officers, directors, agents, representatives and their immediate families (parents, children, siblings, spouse) or members of household of MOOG MUSIC Inc., their advertising, design, web design, web hosting, printing and publicity agencies, and anyone connected with the production and distribution of Moog Products or this Contest are not eligible to enter or be awarded a prize.

How to Enter: You can only enter online at www.moogmusic.com . You will be asked to supply your full name, e-mail address and mailing address. Incomplete entries will not be accepted. Entries that are incomplete, inaccurate or not verifiable will not be included in the drawings. Limit one entry per physical address per person. To enter you must be an authorized user of an e-mail address. "Authorized user" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet Service Provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the e-mail account. No purchase necessary.

Winner Selection: The prize winner (Winner) will be chosen in a random drawing no later than 2 days after Contest-End from all eligible entries received from Contest-Start to Contest-End. The Winner will be notified via email. **It will be the responsibility of the Winner to contact Moog and to finalize travel reservations within five days of the end of the contest. If the Winner does not finalize travel reservations within five days, the Winner forfeits his/her right to the prize and Moog, at its sole discretion, can choose another Winner.** A prize will be awarded only if a potential Winner complies with all these Official Rules.

Quantities, Prizes, Approximate Retail Value (ARV) and Odds: **There will be only one prize Winner:** The Winner will receive two tickets to the Moogfest compliments of the Carlini Group. The Winner will receive a round trip, coach, airfare for two (2) adults from a major airport closest to their USA address to one of the following NY area airports: LaGuardia, JFK, Newark. The flight may require stops or plane changes. The reservation will be made by Moog Music at times coinciding with the Moogfest (June 22, 2006) and in no case will the departing flight out be more than 3 days prior to the Moogfest or the returning flight be more than 10 days after the Moogfest. Airline reservations will be determined at the time the booking is made and are at the sole discretion of Moog Music Inc. The winner will receive one night's accommodation in the NYC area for the night of June 22. Moog's responsibility will be room and taxes only. All incidentals or any charges other than room and tax are the responsibility of the Winner. Moog will choose the hotel and the Winner must stay in the chosen hotel at least the night of June 22. The choice of hotel is non-negotiable. ARV: —Up to \$2,500. Prizes do not include anything not specifically mentioned as part of the prize in these Official Rules. Odds of winning any Prize: Dependent on number of eligible entries.

General: No participant or Winner shall have the right to contest any decision by Moog Music Inc. concerning any aspect of the Contest or the interpretation of the Official Rules or the determination as to the qualification of entries. It is entrant's responsibility to enter on the Internet in the proper manner. By participating in this Contest, you agree to be bound by these Official Rules. Participants are responsible for all costs, or charges involved in accessing the web site and warrant that the cost of accessing the web site, if any, is part of a larger

agreement with an Internet Service Provider or some other means, and that the cost of this access is not an incremental cost. Moog Music Inc. assumes no liability for damage caused to entrant's or any other person's computer hardware, software or communications network, regardless of cause. Moog Music Inc. is not responsible for those who cannot access the Internet or cannot click-through for any period of time or for information that is garbled regardless of technical, hardware, software, telephone, Internet, virus contamination, or network problems, and for delay, failure or malfunction for any reason. Moog Music Inc. reserves the right to cancel the Contest if in Moog Music Inc.'s sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes. Moog Music Inc. reserves the right to disqualify any entry from the Promotion if in Moog Music Inc.'s sole judgment entrant has not complied with these Official Rules. Without limitation, all of an entrant's entries will be disqualified, at the sole discretion of Moog Music Inc., if entrant attempts (i) to enter the Promotion through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Promotion or circumvent the terms and conditions of these Official Rules. Only the number of prizes and their values listed in the Official Rules shall be awarded. The Prize Winner and travel companion will be required to execute and return an Affidavit of Eligibility, Liability and Publicity Release and Affidavit of Eligibility, Liability and Publicity Release (Travel Companion) respectively within 10 days of date on notification or it will be concluded definitively that the prize has been declined and, without further notice, an alternative Winner may be selected in random drawings. The Prize Winner and travel companion must travel all legs of all flights together. Winner and travel companion are responsible for: 1) all travel documents including, without limitation, a current, valid Passport or other travel documents required by, and acceptable to, the airlines and the destination(s), stop-overs and U.S. Governments, (2) all medical requirements, (3) respecting all local regulations and (4) full compliance with the regulations of all venues. Moog Music Inc., airline(s) and hotels have the right to refuse travel and/or admission to anyone who does not have proper travel documents or who does not comply with all regulations. There will be no substitution for a prize or part of a prize forfeited due to Winner's or travel companion's non-compliance with travel or venue regulations or any other reason. By entering, all participants release and hold harmless all of all parties associated with the Contest, their respective affiliates, parent companies, subsidiaries and all their respective advertising, design, web design, web hosting and production agencies and print production agencies and their successors and assigns of all the foregoing and all their respective shareholders, directors, officers and employees, one and all ("the releasees"), from all liability (including attorney's fees and "costs") regarding participation in the Contest and receipt and use or misuse of the prizes awarded and, without limitation, from any liability for property damage, injury or death while using or misusing the prize. A prize Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize and 2) claim any liability or take any action (including attorney's fees and costs) that might arise from redeeming or seeking to redeem said prize. Only hotel, airline and airport transfer agent warranties apply to prizes (as they may apply). Moog Music Inc. (i) makes no warranty, guaranty or representation of any kind concerning any prize; and (ii) disclaims any implied warranty. The right to receive a prize is non-assignable and non-transferable and no substitutions, transfers, exchanges or cash equivalents for prizes will be allowed except by Moog Music Inc. who reserves the right or not to substitute a prize of equal or greater value in case of unavailability of any prize. Prizes or prize notifications returned as undeliverable will be considered forfeited. Contest void where prohibited, licensed, restricted or taxed. All federal, state and local laws and regulations apply. All taxes are the Winner's responsibility and an IRS form #1099 will be issued to the Winner for the year 2006 for the full value of a prize valued at \$600 or greater. All materials submitted become the property of Moog Music Inc. and none will be returned. Acceptance of a prize constitutes permission to use a Winner's name, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by Moog Music Inc.'s photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law, and potential Winner agrees to execute any and all documents requested by Moog Music Inc. to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Moog Music Inc. to

make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use of any and every nature and kind. This Contest is conducted in American English. Moog Music Inc. shall NOT be responsible for technical, pictorial, typographical or editorial errors or omissions in the Contest web site, any marketing materials or these Official Rules. If any provision of this Contest shall be deemed to violate any federal, state or municipal law, that provision shall be amended to conform to such law and all other provisions shall remain in full force and effect.

Moog Music Inc. collects personal information from entrants when they enter the Contest. The information collected will not be used for any other purpose than to share current information about Moog Music, its products, and services to the entrants whenever Moog Music Inc. deems appropriate. The information is used for (a) Winner selection (b) gathering of aggregate marketing information. At no time will this information be sold, leased, exchanged or given away.

We will notify every participant in this Contest once via email, to announce the Winner.

By entering, entrant agrees that any and all disputes, claims and actions arising out of or connected with this Contest or any prizes awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Asheville, NC USA or, if necessary, Charlotte, NC USA. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees or costs. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

This promotion is by MOOG MUSIC Inc., 2004-E Riverside Dr. Asheville, NC 28804 ("Moog Music Inc."). All trademarks are the property of their respective owners. The use of various prizes does not imply their participation in, or the approval of, this Contest by the respective companies.