

**The “F.A.M.E Listening Party Text to Win Tickets Giveaway” Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE AND LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Sweepstakes may only be entered by legal residents of the 50 United States and District of Columbia (excluding its possessions and territories). Entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.

1. Eligibility. Participation open only to legal residents of the United States and the District of Columbia (excluding its territories and possessions), who are thirteen (13) years of age or older as of the date of entry. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers & directors of Sony Music Entertainment (“Sponsor”), and each of their respective parents companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.

2. How to Enter. The Sweepstakes will begin at 2:00 p.m. ET on March 9, 2011 and end at 10:00 a.m. ET on March 13, 2011. To enter the Sweepstakes, text the code for the corresponding Sweepstakes City of your choice, as indicated in Section 3 below, from your mobile to 66937 to join the Sweepstakes list and Chris Brown’s official mobile list.

Only one entry or prize per person. Acceptance of a prize excludes any entrant from winning subsequent prizes. If multiple entries are received by the same entrant, only the first entry submitted by that entrant will qualify for entry into the Sweepstakes; subsequent entries submitted by that entrant shall be disqualified. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3. Prizes.

Four (4) Winners, one Winner for each Sweepstakes City below, will each receive one pair of tickets to the F.A.M.E Listening Party for the specified Sweepstakes City, scheduled to take place on the dates as set out (“Listening Party”):

March 14, 2011 – Los Angeles, CA
March 15, 2011 – Atlanta, GA
March 16, 2011 – Washington, DC
March 17, 2011 – New York, NY

Transportation to and from the listening party and Sweepstakes City is not included in the prize. Only one pair of tickets per Sweepstakes City will be awarded. Any Winner and his/her guest are ineligible to win additional prizes.

Winners and Winners' guests must be at least thirteen (13) years old as of March 9, 2011. If Winner or guest is under the age of majority in the state in which he or she resides, then such individual must obtain permission of and be accompanied by his or her parent or legal guardian. Prizes are non-transferable. No substitutions or cash redemptions provided that the Sponsor reserves the right to substitute the Prize in whole or in part for a prize of equal or greater value in the event that any component of the Prize is unavailable for any reason. Prizes may not be sold, bartered or transferred. Prizes do not include any additional expenses, including, but not limited to incidentals, meals, telephone charges, travel insurance, souvenirs, transportation, federal, state and local sales or other taxes and surcharges which are the responsibility of each winner.

Approximate combined retail value of all prizes is Eighty Dollars (\$80.00). The approximate retail value of the prizes represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prizes turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

The winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within two (2) calendar days of prize notification. If the winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner may be selected. The winner's accompanying guest must also sign and return an Affidavit of Eligibility and Liability/Publicity Release prior to being ticketed or within such other period as Sponsor may specify. The winner's accompanying guest cannot be changed after the Affidavit of Eligibility and Liability/Publicity Release is received. If the winner or the winner's accompanying guest is under the age of majority, the Affidavit of Eligibility and Liability/Publicity Release must be signed and submitted by their parent or legal guardian.

4. Random Drawing/Odds. The Winner will be selected in a series of random drawings beginning on March 10, 2011, from all eligible entries received for each Sweepstakes City, at least four (4) calendar days before the Listening Party in each Sweepstakes City. The odds of winning depend on the number of eligible entries received. The Winners will be notified by telephone and if a Winner cannot be contacted within one (1) day of first notification attempt, the prize will be forfeited and an alternative Winner may be selected from all remaining eligible entries. By entering the Sweepstakes, entrants fully and

unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

5. Conditions. All federal, state and local taxes are the sole responsibility of the Winner. Participation in this Sweepstakes and acceptance of prize constitutes Winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Winner and Winner's Listening Party companion regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, Winner and Winner's Listening Party companion agree to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if the Sweepstakes cannot take place or if any prize cannot be awarded including, but not limited to due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

6. Additional Terms. In the case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential Winner may be requested to provide Sponsor with proof that such Winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in their sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

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

7. Use of Data. Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review the Sony Music Entertainment privacy policy at www.sonymusic.com/privacypolicy.html. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

8. Winner Identification. To obtain a list of winners, send a self-addressed, stamped envelope by May 10, 2011 to: Jive Label Group, Rm. 1465, 550 Madison Avenue, New York, New York 10022, Attention: "F.A.M.E Listening Party Text to Win Tickets" Sweepstakes Winners' List.

9. Sponsor. Sony Music Entertainment, 550 Madison Avenue, New York, New York 10022.