

“KILLSWITCH ENGAGE: THE RETURN” SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Killswitch Engage: The Return ("Sweepstakes") and these official rules are governed, construed and interpreted under the laws of the United States. Valid only to legal residents of the 50 United States and the District of Columbia who are eighteen (18) years of age and older. Employees and their immediate families of Roadrunner, ChannelZero Entertainment, LLC or Artist Arena, LLC ("Sponsors"), their respective Internet, product and service providers, and their respective parent companies, trustees, subsidiaries, franchisees, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising and promotion agencies (collectively, the "Sweepstakes Entities") are not eligible to enter this Sweepstakes.

All federal, state, local laws and regulations apply. Void outside of the 50 US and DC, and where prohibited, taxed, licensed or restricted by law.

PROMOTION PERIOD. This Sweepstakes begins June 30, 2009 at 12:00 am EASTERN STANDARD TIME (EST) and will end on July 13, 2009 at 11:59 PM (EST). Participants agree to be bound by these official rules and the final decision of the Roadrunner and Sponsors.

HOW TO ENTER: Register for a roadrunnerrecords.com membership and answer several multiple choice questions at <http://www.roadrunnerrecords.com/freeshit/contest.aspx?contestID=27> to enter to win. Winners will be randomly selected and notified by July 20, 2009 via the supplied contact information. Only those who correctly answer the multiple choice questions at <http://www.roadrunnerrecords.com/freeshit/contest.aspx?contestID=27> will be entered to win. No purchase necessary. For complete details, prizes and odds, see Official Rules available at <http://www.roadrunnerrecords.com/freeshit/contest.aspx?contestID=27> -- Sponsors: Roadrunner Records, 902 Broadway, 8th Floor, New York, NY 10010, ChannelZero Entertainment, LLC, 61 Hightstown Road, Suite 1A, West Windsor, NJ 08550 and Artist Arena, 853 Broadway, Suite 1715, New York, NY 10003

ALL ENTRIES MUST BE RECEIVED BY NO LATER THAN 11:59 PM (EST) ON July 13, 2009.

DRAWING. Twenty Seven (27) winners will be randomly selected from all eligible entries received during the Sweepstakes Period. Odds of winning are determined by the number of eligible entries received during the Sweepstakes Period. **Only one (1) entry per person.** All entries and their content become property of Roadrunner and will not be acknowledged or returned. All entries submitted will be used for the purpose of selecting the winners as described in these Official Rules.

If the prospective prizewinners are found ineligible or fail to comply with the official rules, his/her claim to a prize is forfeited and an alternate winner will be randomly selected.

PRIZE:

One (1) Winner will receive:

– The KSE Backstage Tour. Two (2) concert tickets and The band will guide the winner and a

friend on a tour of their bus, dressing room and venue backstage on a date in the calendar year 2009/2010. The Tour will be videotaped by the band and posted online for broadcast at Killswitch Engage's discretion. Winner will attend concert at scheduled venue closest to the Winner's hometown. Notwithstanding the foregoing, any guest of the winner must be eighteen (18) or older, or accompanied by a parent or guardian.

One (1) Winner will receive:

– A chance to "air-guitar" with the band on stage for one guitar solo during a concert on a date in the calendar year 2009/2010. Winner will also receive two (2) concert tickets and a meet and greet with the band. Winner will attend concert at scheduled venue closest to the Winner's hometown. Notwithstanding the foregoing, any guest of the winner must be eighteen (18) or older, or accompanied by a parent or guardian.

Two (2) Winners will receive:

– Two (2) concert tickets, a chance to watch Killswitch Engage's set from the stage and a meet and greet with the band before the concert. Winner will attend concert at scheduled venue closest to the Winner's hometown. Notwithstanding the foregoing, any guest of the winner must be eighteen (18) or older, or accompanied by a parent or guardian.

Two (2) Winners will receive:

– Two (2) concert tickets and access to the photo pit during the first three songs of Killswitch Engage's set during a concert on a date in the calendar year 2009/2010. All photographs taken by Winner will be made available to Killswitch Engage and Roadrunner Records for promotional use. Winner will attend concert at scheduled venue closest to the Winner's hometown. Notwithstanding the foregoing, any guest of the winner must be eighteen (18) or older, or accompanied by a parent or guardian.

Five (5) Winners will receive:

– One (1) personalized outgoing message for your home or cell phone voicemail from a member of Killswitch Engage.

One (1) Winner will receive:

– One (1) Parker p44 with new Killswitch Engage s/t album artwork

One (1) Winner will receive:

– One (1) Line 6 Spider III 75 Watt 1x12 combo that includes Adam D's and Joel's presets.

One (1) Winner will receive:

– One (1) Mike D. signature Ibanez MDB2BM bass

One (1) Winner will receive:

– One (1) Yamaha Stage Custom Cranberry Red Finish Snare Drum

One (1) Winner will receive:

– One (1) Zildjian 16" A Custom Crash Cymbal

One (1) Winner will receive:

– One (1) Blue Microphones "Mikey," the first CD quality recorder for iPod

Five (5) Winners will receive:

– A twenty five dollar (\$25.00) gift card for Killswitch Engage merchandise.

Five (5) Winners will receive:

– The entire Killswitch Engage Roadrunner Records CD and DVD catalogue, signed by members of Killswitch Engage.

Prizes to be provided and accommodated by ChannelZero Entertainment, LLC. No travel is provided for prizes that will be redeemed at a live concert event. Prizes are non-transferable. No substitutions or cash redemptions. 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, upgraded transportation, ground 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 Four Thousand Dollars (\$4,000.00) which may vary depending on various factors at time of award. 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. Unclaimed prizes will not be awarded.

Winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within five (5) calendar days of prize notification. If the a 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 from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

WINNER IS RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES, FEES, SURCHARGES, INSURANCE, TRANSPORTATION, MEALS, GRATUITIES, PERSONAL EXPENSES, INCIDENTALS AND OTHER EXPENSES NOT EXPRESSLY LISTED ABOVE.

GENERAL CONDITIONS. Roadrunner, its Internet, product and service providers and their respective parent companies, trustees, subsidiaries, franchisees, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising and promotion agencies make no warranties, express or implied.

PRIVACY STATEMENT: Your personal information, in conjunction with this Sweepstakes, will be utilized by the Sweepstakes Entities for the purpose of selecting prizewinners and as set forth in Roadrunner's and Sponsor's' privacy statement. Unless otherwise authorized by you, your information will not be sold, rented or given to any other third party. For additional information, please consult the Legal/Privacy Information link of Roadrunner home page at <http://www.roadrunnerrecords.com/privacy.aspx> or Artist Arena at <http://www.artistarena.com/privacy.html>

Notwithstanding the privacy statement and policy, if selected as the prize winner, prize winner agrees, except where prohibited, to grant Roadrunner and its parent companies, subsidiaries, franchisees, affiliates, licensees and agents to use his/her name, entry contents, visual and audio likeness, biographical data and statements for any purpose, including but not limited to any commercial or publicity purpose, in perpetuity and throughout the universe, in any and all media now known or hereafter devised, without further notice or additional compensation or consideration.

LIMITATIONS OF LIABILITY. By participating, entrants, winners and companions, and each of their agents, assigns and successors release the Sweepstakes Entities from any and all liability for any costs or expenses including without limitation, property damage, personal injury and/or death, resulting from entry in the Sweepstakes or any Sweepstakes-related activity and

from any and all liability for any injuries, losses or damages of any kind caused by any prize, or any portion of prize or resulting from acceptance, possession, quality, use or misuse of any prize, or any portion of the prize, or parts thereof and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, the entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

The Sweepstakes Entities are not responsible for any kind of computer transmission, electronic, hardware, internet, software, network, technical or telephone failures and any damaged, delayed, garbled, illegible, incomplete, late, lost, misaddressed, misdirected, stolen entries. In addition, the Sweepstakes Entities are not responsible if the Sweepstakes cannot take place or if any prize cannot be awarded due to cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the e-mail account. The "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.

Participant agrees that by entering this Sweepstakes, the Sweepstakes Entities may seek damages from participant if participant deliberately damages the Roadrunner.com website or any other website in conjunction with participant's partaking in this Sweepstakes or if participant interferes with the legitimate operation of this Sweepstakes, in violation of civil or criminal law.

If, in Roadrunner's exclusive judgment, this Sweepstakes becomes compromised in any way, Roadrunner reserves the right to withdraw the Sweepstakes offer, cancel any method of entry and/or select the prize winners from all entries received prior to the withdrawal.

IN NO EVENT WILL THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEB SITE OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE

LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

DISPUTES. THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York, N.Y., having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

WINNERS LIST. To obtain a list of Winners, send a self-addressed, stamped envelope by October 15, 2009 to: Roadrunner Records, 902 Broadway, 8th Floor, New York, NY 10020, Attention: "Killswitch Engage: The Return Giveaway" Sweepstakes Winners' List.

SWEEPSTAKES SPONSOR. Roadrunner Records, 902 Broadway, 8th Floor, New York, NY 10010, ChannelZero Entertainment, LLC, 61 Hightstown Road, Suite 1A, West Windsor, NJ 08550 and Artist Arena, 853 Broadway, Suite 1715, New York, NY 10003