

## **LABRINTH (“Artist”) – REMIX COMPETITION – TERMS AND CONDITIONS**

### **1. Promotion Details**

- 1.1 By entering the Competition you agree that you have read and understood these Terms and Conditions and agree that you will be bound by them. These Terms and Conditions govern your relationship with Simco Limited, whose address is 9 Derry Street, London, W8 5HY (“Simco”). These Terms and Conditions and all other information provided prior to entering the Competition (the “Competition”) form part of the rules of entering this Competition (the “Rules”). Entering the Competition you agree that you have read, agree to and are bound by the Rules.

### **2. Participation**

- 2.1 If you would like the Artist and Simco to consider using your Remix then Simco needs to have an agreement with you. This agreement is separate from and different in certain ways to your Agreement with Soundcloud or Facebook or any other service provider which you may use to enter this Competition. Your Remix is a remix of a track called “Last Time” by the “Artist” known as “Labrinth” (“Remix”).
- 2.2 Entry to the competition is made by you downloading the stems of the Artists track “Last Time” from Artists Facebook page “<http://www.facebook.com/LabrinthTV>” then once you have created your Remix you are to post your Remix back via the Soundcloud drop in box on the same Facebook page “<http://www.facebook.com/LabrinthTV>” and following the instructions on such webpage.
- 2.3 The Competition will run from 18:01:00 PM BST on Wednesday 1<sup>st</sup> February, 2012 (the “Starting Date”) and the “Closing Time” will be 00:01:00 AM BST on Wednesday 22<sup>nd</sup> February, 2012 (the “Closing Date”) (collectively the “Competition Period”). For the avoidance of doubt no entries will be counted before or beyond the Competition Period.
- 2.4 Entry is only open to residents of England, Scotland and Wales and you must be aged 14 years old or over (as of Wednesday 1<sup>st</sup> February, 2012) to enter this competition. If you are under 18 years old, you must ask the permission of a parent or guardian before entering the Competition.
- 2.5 Simco (and its licensees, affiliates and assigns) reserves the right to cancel the Competition or amend these Terms and Conditions without notice in the event of circumstances outside its control, including without limitation, a major catastrophe, war, civil or military disturbance, strike, earthquake or any actual, anticipated or alleged breach of any applicable law or regulation or any other similar event. No liability shall attach to Simco as a result thereof. If a sufficient number of eligible entries (as determined by Simco, in its sole discretion) are not received by the end of the Competition Period then Simco reserves the right not to award the prize.
- 2.6 Employees and their immediate families of Simco, companies within Sony Music Entertainment group of companies and any of their subsidiaries and/or agencies associated with this Competition are ineligible to enter. Any such entries will be invalid.

- 2.7 You may submit more than one Remix in this Competition, however, any duplication will be deleted and you will be disqualified from this Competition.
- 2.8 Your standard telephone, internet, network and data charges will apply (there is no additional charge to enter this Competition) and you must have the bill payer's permission prior to entering the Competition. You will be solely responsible for all costs of making and submitting your Remix.

#### **Simco and the Artist's use of the Remix**

- 2.9 Simco may use your Remix provided on its or the Artist's website(s) and Simco may edit and adapt the Remix you supply in any way. Simco may also use (and allow others to use) the resulting Remix for commercial purposes. These commercial purposes would include (but are not limited to) internet uses such as selling a recording or video as a download and streaming a recording or video or otherwise using your Remix online; using a recording, video, logo or design on CD, DVD, vinyl and other physical and digital formats; broadcasting on radio and TV and using in TV programmes, films, computer games and advertisements.

Any Remix will be the property of Simco or licensed to Simco (see "Grant of Rights" below).

Simco does not agree to make use of any Remix provided.

#### **Other People and Other Materials**

- 2.10 You must have recorded and made the Remix yourself and if the Remix includes another person's appearance, performance or contribution (someone singing, dancing or talking for example) then you will need your written consent to submit the Remix and for the commercial use of the Remix as provided in this Agreement. If the Remix is of someone singing or reciting poetry then you would also need the written agreement of the writer of the song or poem to submit the Remix and for the commercial use of the Remix.
- 2.11 You must obtain written permission from the owners or any trade mark, copyright work or third party material (such as, by way of example only, any logo, image, photograph, film, TV programme or another sound recording or song) included in the Remix and for the commercial use of the Remix as provided in this Agreement. In addition the owners of some buildings and land require consent for filming on their property and you should check if that is necessary.

All of these people have rights that could be infringed by you providing the Remix and its use by Simco.

#### **Use of the Stem Files, Labrinths' Recordings**

- 2.12 If the Remix is an audio or video recording, you may use the "Last Time" stem files provided by Simco at the Artists Facebook page "<http://www.facebook.com/LabrinthTV>" (the "Stem Files") solely for the purpose of entering this Competition. You acknowledge and agree that the Stem Files are the sole property of Simco and you may not exploit or use the Stem Files (or any mix, remix, video or other recording which includes or uses the Stem Files) in any way other than by your Remix of this Competition. You shall have a non-exclusive limited licence within the Competition Period to use the Stem Files for the purpose of entry of this Competition only. Any use of the Stem Files beyond the Competition Period will be a breach of this Agreement.

### **Soundcloud and Facebook Account**

- 2.13 In providing your Remix for Simco's use you agree to comply with all the terms of your user agreement with Soundcloud and Facebook or any other service provider used ("User Agreement") and the terms of this Agreement shall survive any termination by you, Soundcloud and Facebook or such service provider of the User Agreement.
- 2.14 In the event of any inconsistency between this Agreement and the User Agreement this Agreement will have precedence.

### **3. Grant of Rights**

- 3.1 By entering the competition and in consideration of Simco's provisions of the Stem Files, the opportunity presented hereunder and of the sum of one pound (£1), receipt of which you hereby acknowledge, you (the entrant) hereby agree as follows:
- 3.2 In respect of the Remix, Simco shall be the first owner of the entire copyright and all other rights in and to the products of your services hereunder and Simco shall have the absolute right to exploit the Remix throughout the world and you hereby grant to Simco all consents necessary to enable Simco to so exploit the Remix without any payment to you (or any third party) of any nature and you waive any so called moral rights or similar rights you may have or acquire in connection herewith. To the extent that you acquire any copyright in or to the Remix you hereby assign the same to Simco by way of present assignment of present and/or future copyright for the full duration thereof (including all extensions and renewals). Simco will therefore own the Remix and have the sole right to exploit it.
- 3.3 In addition you hereby grant to Simco (and its licensees, affiliates and assigns), an irrevocable, perpetual, worldwide, exclusive, royalty-free, fully paid up, licence (and to sub-licence such rights) to adapt, use, copy, transmit, display, broadcast, exploit, manipulate, make available or otherwise distribute, publicly perform, digitally perform and/or otherwise use any Remix in any medium and in any manner now or hereafter known (including in conjunction with visual images and films) without any payment to you (or any third party) of any nature.
- 3.4 In relation to the Remix which includes the Stem Files or any Simco or Artist property, material, image or logo, you will not be able to exploit or use that Remix in any way without the further written agreement of Simco and the Artist, other than by your entry of this Competition.
- 3.5 For the avoidance of doubt this Agreement grants Simco the right to sell and otherwise commercially exploit your Remix in any medium and in any manner now or hereafter known, including without limitation videos, publicity, advertising, websites and/or on forthcoming releases of an album or single of Artist under Artist name, trademarks, trade names and labels. For the avoidance of doubt this Agreement may not be revoked or otherwise terminated by you.
- 3.6 You hereby waive, and shall procure that any other person involved or performing in the Remix waives, any so-called moral rights or similar rights in connection with the Remix and consents to the use of your performance(s) as provided by this Agreement.
- 3.7 You will at Simco's request execute any additional documentation reasonably required by Simco to further assure the grant of rights hereunder.
- 3.8 Simco may at its sole discretion opt not to use, without notice or reason, any Remix that Simco believes is inappropriate or in breach of these Rules or if it simply does not wish to use them

#### **4. Representations and Warranties**

4.1 You represent and warrant to Simco that:

- (a) each Remix supplied by you does not and shall not violate the rights of any third party, including, but not limited to, copyrights, performer's rights, moral rights, trademark rights and/or any other intellectual property rights;
- (b) each Remix supplied by you is not false, deceptive, misleading, scandalous, indecent, criminally obscene, pornographic, unlawful, blasphemous, defamatory, libelous, fraudulent, tortuous, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes or graphic violence;
- (c) each Remix supplied by you does not and shall not create any liability for Simco, its successors and assigns and your respective licensees;
- (d) each Remix supplied by you does not contain a virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is harmful or invasive or may, or is intended to damage or hijack the operation of, or to monitor the use of, Simco or any hardware, software, or equipment
- (e) each Remix supplied by you does not contain any advertising, promotional material, or other form of solicitation or any non-public information about a company
- (f) each Remix supplied by you is an original work by you and you have all necessary rights, licenses, consents and permissions to use, and to authorise Simco to use, any and all copyrights, performance rights or other intellectual property rights in and to the Remix in order to use the Remix as contemplated herein;
- (g) you have no right title or interest in any music or lyrics or arrangement within your Remix thereof.
- (h) you have any and all necessary licenses and consents for any and all performances and copyright works (other than the Stem Files) recorded as part of a Remix.

#### **5. Indemnification**

5.1 You agree to indemnify, defend and hold harmless Simco, its successors, licensees and assigns and the licensors of each, and your respective, affiliates, vendors, distributors from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- (a) any breach of this Agreement;
- (b) any use of a Remix supplied by you or by any other person or third party under these terms of use, including, but not limited to, any third party claim of infringement of a copyright or other intellectual property right or invasion of privacy.

5.2 you irrevocably waive the right to assert any claim against Simco or any Sony company or licensee in relation to the use of your Remix, including, but not limited to any claim arising from, copyright, performer's rights, moral rights and trademarks.

## 6. **The Prize**

- 6.1 One “Winner” will be selected by the Artist and Simco in their sole discretion. The Winner’s Remix(es) may (subject to Simco’s sole discretion) be featured on the Artist’s website, or another Artist website or web channel, and Simco or the Artist may make further use of the Remix, as set out above.
- 6.2 The Winner will be contacted via their email address (that they provided to Simco). Once notified the Winner must provide Simco with their full name, address and date of birth. The Winner may, in Simco’s absolute discretion, be required to sign all necessary waivers, consents, or permissions of any nature required by Simco together with an agreement ratifying the rights granted to Simco herein (and any other documents reasonably required by Simco) (the “Required Agreement(s)”). If the Winner cannot be contacted within twenty-four (24) hours of first notification attempt, if the email address notification is returned as undeliverable or if the Winner rejects the prize, then Simco reserves the right, at its discretion, to disqualify the Winner without any further liability to that Winner and offer the prize to the next best entrant (in Simco’s sole discretion) and thereafter until another Winner is found. Or if the Winner is unable for whatever reason to accept the prize, or in the event of non-compliance with the Terms and Conditions, or if the Required Agreement(s), if required, is/are not properly executed, Simco shall be entitled at its discretion to disqualify the Winner, without any further liability to that person and the prize will be forfeited and an alternative Winner may be selected from all remaining eligible Email Entry’s. Upon prize forfeiture, no compensation will be given. You agree to comply fully with each provision in the Rules.
- 6.3 In all cases Simco (and its licensees, affiliates and assigns) shall not be liable for email notification that does not reach the Winner for reasons beyond Simco’s (and its licensees, affiliates and assigns) reasonable control. Simco (and its licensees, affiliates and assigns) shall not be responsible for any costs or losses incurred directly or indirectly by the Winner as a result of an incorrect email address or address or name given by the Winner.
- 6.4 Details of the Winner will be available on request to all participants who send a stamped addressed envelope to Simco at the address below.
- 6.5 The prize does not include any transportation or expenses at or incurred in connection with the prize.
- 6.6 In the event that the Winner do not, or is unable to, comply with and meet the Rules, Simco shall be entitled at its discretion to disqualify the Winner, without any further liability to them. No liability shall attach to Simco (and its licensees, affiliates and assigns) as a result thereof.
- 6.7 No cash equivalent or alternative prize(s) will be given and the prize(s) are non-transferable. However, Simco reserves the right to change the prize(s) at its discretion or to offer an alternative of similar value.
- 6.8 Simco (and its licensees, affiliates and assigns) accepts no responsibility for Remix lost, damaged or delayed, or for any difficulty experienced in accessing or submitting your Remix. Late, damaged, defaced, illegible, incomplete or suspected fraudulent Remixes will not be accepted. Proof of dispatch of the Remix (whether electronic or postal) will not be accepted as proof of receipt by Simco.

## 7. **General Terms**

- 7.1 Simco reserves the right to verify the eligibility of your Remix. Simco may request that the Winner contact Simco to confirm that they are a winning entrant and/or to provide proof of identity, age and residency. In the event of a dispute as to the identity of a Remix, any Remix will be deemed to have been submitted by the authorised holder of the email account from which the Remix was submitted. You may be requested to provide Simco with proof that they are the authorised holder of the email account associated with the winning Remix.
- 7.2 Remix's that are incorrect or incomplete will be void. No refund will be made for the cost of any Remix. Simco may refuse to award a prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under the Rules.
- 7.3 The Winner may be required, as a condition of being awarded the prize, for no remuneration, to participate in promotional and publicity materials at the reasonable request of Simco and it shall be condition of being awarded the prize the Winner must consent and agree to do so.
- 7.4 In the event of any fault, mistake, misunderstanding or dispute concerning the operation of any part of the draw, the decision of Simco shall be final.
- 7.5 Neither Simco nor the Sony Music Entertainment group of companies are responsible for network, telephone line or communication failures of any kind or for entries that are incomplete, corrupted, incomprehensible or not received before the closing date and time. Such Remix entries will be void.
- 7.6 Neither Simco nor the Sony Music Entertainment group of companies assume any responsibility for damages, losses or injuries that result from acceptance or use of any prize, provided that nothing in the Rules shall exclude or limit Simco's liability for death or personal injury caused by its staff or supplier's negligence or for fraud.
- 7.7 You hereby agree to release and hold harmless Simco, its parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies and its respective employees, officers, directors, agents, representatives, shareholders and prize' partners (collectively, the "Releasees") from any claims, actions, injury, loss or damages of any kind, including but not limited to, any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Competition, personal injury or death (except for liability for death, personal injury and damage or loss caused by negligence, which is not excluded) resulting from participating in this Competition or from the acceptance, possession, or use or misuse of any prize awarded or participation in any prize-related activity. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss or damage to property; and claims of third parties. Eligible participants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability,

title, and fitness for a particular purpose), in fact or in law, relative to the Competition or the prize awarded. Without limiting the generality of the foregoing, Releasees do not make any express or implied warranties or representations with respect to any promotional web site and Releasees shall not be liable for the consequences of any interruptions or errors related thereto. These terms give you specific legal rights. The provisions regarding implied warranties are void in some jurisdictions where implied warranties are prescribed by law.

- 7.8 Neither Simco nor the Sony Music Entertainment group of companies are responsible for any payment of any taxes or other costs associated with the receipt of any prize(s).
- 7.9 Simco reserves the right to cancel this Competition and to amend these Terms and Conditions without notice in the event of circumstances outside its control.
- 7.10 Should one or more provision of these Terms and Conditions and Rules be unlawful, void, or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and enforceability of the remaining provisions and the remainder of the Terms and Conditions and Rules will thus remain in full force and effect.

## **8. Privacy and Data Collection**

- 8.1 By entering into the Competition you consent to your details being added to Simco's mailing list and used in accordance with Simco's published privacy policy from time to time, which you should read in advance at [www.sonymusic.com/privacy-policy](http://www.sonymusic.com/privacy-policy). You can remove your name from the mailing list at any time by sending an email to [musicinfo@sonymusic.com](mailto:musicinfo@sonymusic.com) and putting "unsubscribe" in the title of the email.
- 8.2 The Winner agrees to keep confidential any knowledge about Simco and its business and personnel received by them as a result of their prize.
- 8.3 Unless you tell us otherwise, your details will not be shared with selected third parties for marketing.
- 8.4 Simco will be the data processor of the personal data collected from you and/or third parties in order to enter you into the Competition and to include you on its mailing list.
- 8.5 By submitting your Remix to this Competition, you expressly permit Simco (and its licensees, affiliates and assigns) to identify you as the contributor of such Remix and the content of such Remix to the Competition in any publication in any form, media or technology now known or later developed, unless you otherwise notify Simco in writing at the time you submit your Remix, written notification can be sent to Labrinth Remix Competition, Simco Limited, 9 Derry Street, London, W8 5HY.

## **9. Jurisdiction**

- 9.1 The Rules and this Competition are governed by the laws of England and Wales and any dispute will be subject to the exclusive jurisdiction of the Courts of England.