

THE TING TINGS (“Artist”) – “SHOW US YOURS” COMPETITION – TERMS AND CONDITIONS

1. Entry

- 1.1 These Terms and Conditions, together with all other information provided prior to entering the competition form part of the rules of entering the competition and form a legally binding agreement (the “Rules”). By entering the competition you agree that you have read these Terms and Conditions and agree that you will be bound by them.
- 1.2 Entry is only open to residents of England, Scotland and Wales who are 18 years of age or older.
- 1.3 Employees and their immediate families of Sony (see section 4 below for details), companies within the 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.
- 1.4 The competition will close on Friday 20th January at 5pm. Any entries received after this time (for any reason) will be discounted.
- 1.5 Entry to the competition is made by submission if your Contribution via <http://showusyours.thetingtings.com> (the “URL”) and following the instructions at such web page. These may include the use of Soundcloud, Vimeo or another service provider as further set out below.
- 1.6 The entrant’s standard network and data charges will apply (there is no additional charge to enter this competition) and the entrant must have the bill payer’s permission prior to entering. The entrant will be solely responsible for all costs of making and submitting their Contribution.

2 The Entrant’s Contribution

- 2.1 If you (the entrant) would like the Artist and Sony to consider using your Contribution then Sony needs to have an agreement with you. This agreement is separate from and different in certain ways to your Agreement with SOUNDCLOUD, VIMEO or any other service provider which you may use to enter this competition. Your Contribution may be any of the following:
- A video for a Ting Tings track (“Video”)
 - A remix of a Ting Tings track (“Remix”)
 - A cover version of a Ting Tings track
 - A poster
 - An item of clothing or merchandise
 - A logo

Sony and the Artist’s use of the Contribution

- 2.2 Sony may use Contributions provided on its or the Artist’s website(s) and Sony may edit and adapt the Contributions you supply in any way. Sony may also use (and allow others to use) the resulting Contributions 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; using a recording on CD, vinyl and other

physical formats; broadcasting on radio and TV and using in TV programmes, films, computer games and advertisements.

Any Contribution will be the property of Sony or licensed to Sony (see “Grant of Rights” below).

Sony does not agree to make use of any Contribution provided.

Other People and Other Materials

- 2.3 The entrant must have recorded or made the Contribution and if the Contribution includes another person’s appearance, performance or contribution (someone singing, dancing or talking for example) then the entrant will need their written consent to submit the Contribution and for the Commercial use of the Contribution as provided in this agreement. If the Contribution is of someone singing or reciting poetry then the entrant would also need the written agreement of the writer of the song or poem to submit the Contribution and for the Commercial use of the Contribution.
- 2.4 The entrant 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 sound recording) included in the Contribution and for the commercial use of the Contribution as provided in this agreement. In addition the owners of some buildings and land require consent for filming on their property and the entrant should check if that is necessary.

All of these people have rights that could be infringed by the entrant providing the Contribution and its use by Sony.

Use of the Stem Files, Ting Tings Recordings

- 2.5 If the Contribution is an audio or video recording, the entrant may use the “Hang It Up” stem files provided by Sony at the URL (the “Stem Files”) for the purpose of entering this competition. You acknowledge and agree that the Stem Files are the sole property of Sony and you may not exploit or use the Stem Files (or any Contribution, remix, video or other recording which includes or uses the Stem Files) in any way other than by your entry of this competition. The entrant shall have a non-exclusive limited licence to use the Stem Files for the purposes of entry of this competition only.

Soundcloud, Vimeo Account

- 2.6 In providing Contributions for Sony’s use you agree to comply with all the terms of your user agreement with Soundcloud, Vimeo or any other service provider used (“User Agreement”) and the terms of this agreement shall survive any termination by you, Soundcloud, Vimeo or or such service provider of the User Agreement.
- 2.7 In the event of any inconsistency between this agreement and the User Agreement this agreement will have precedence.

Grant of Rights

- 2.8 By entering the competition and in consideration of Sony’s provisions of the Stem Files, the opportunity presented hereunder and of the sum of one pound (£1) receipt of which is hereby acknowledged, you (the entrant) hereby agree as follows:
- 2.9 In respect of any Remix, Sony shall be the first owner of the entire copyright and all other rights in and to the products of the entrant’s services hereunder and Sony shall have the absolute right to exploit the Remix throughout the world and the entrant hereby grants to Sony all consents necessary to enable Sony to so exploit the Remix without any payment to the entrant (or any third party) of any nature and the entrant waives any so called moral rights or similar rights the entrant may have or acquire in connection herewith. To the extent that the entrant acquires any copyright in or to the Remix the entrant hereby assigns the

same to Sony by way of present assignment of present and/or future copyright for the full duration thereof (including all extensions and renewals).

- 2.10 In respect of any other Contribution, the entrant hereby grants to Sony, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, fully paid up, licence to adapt, use, copy, transmit, broadcast, make available or otherwise distribute, publicly perform, digitally perform and/or otherwise use any Contribution in any medium and in any manner now or hereafter known (including in conjunction with visual images and films) without any payment to the entrant (or any third party) of any nature.
- 2.11 In relation to any other Contribution which includes the Stem Files or any Sony or Artist property, material, image or logo, the entrant will not be able to exploit or use that Contribution in any way without the further written agreement of Sony and the Artist, other than by entry of the Competition.
- 2.12 For the avoidance of doubt this agreement grants Sony the right to sell and otherwise commercially exploit a Contribution in any medium and in any manner now or hereafter known, under any artist names, trademarks, trade names and labels. For the avoidance of doubt this agreement may not be revoked or otherwise terminated by the entrant.
- 2.13 The entrant hereby waives, and shall procure that any other person involved or performing in the Contribution waives, any so-called moral rights or similar rights in connection with the Contribution and consents to the use of their performance(s) as provided by this agreement.
- 2.14 The entrant will execute any additional documentation reasonably required by Sony to further assure the grant of rights hereunder.

Representations and Warranties

- 3.1 The entrant represents and warrants to Sony that:
- (a) each Contribution supplied by the entrant 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 Contribution supplied by the entrant does not and shall not create any liability for Sony, its successors and assigns and their respective licensees;
 - (c) each Contribution supplied by the entrant is an original work by entrant and entrant has all necessary rights, licenses, consents and permissions to use, and to authorise Sony to use, any and all copyrights, performance rights or other intellectual property rights in and to entrant's Contributions in order to use the Contributions as contemplated herein;
 - (d) the entrant has 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 Contribution.

Indemnification

- 3.2 The entrant agrees to indemnify, defend and hold harmless Sony, its successors, licensees and assigns and the licensors of each, and their 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 Contribution supplied by entrant 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.

3.3 the entrant irrevocably waives the right to assert any claim against Sony or any Sony company or licensee in relation to the use of their Contribution, including, but not limited to any claim arising from, copyright, performer's rights, moral rights and trademarks.

4. **The Prize**

4.1 One or more winners will be selected by the Artist and Sony. Their Contributions will be featured on the Artist's "Show Us Yours" website, or another Artist website or web channel, and Sony or the Artist may make further use of these Contributions as set out above. One or more winner(s) will also receive a pair of tickets to a Ting Tings concert and the opportunity to meet the Artist at the concert or another location (at the Artist's discretion).

4.2 Details of the winner(s) will be available on request to all participants who send a stamped addressed envelope to Sony at the address below.

4.3 The prizes do not include any transportation to or from the concert, nor any accommodation nor other expenses at or incurred in connection with the prize.

4.4 In the event that the winner does not, or is unable to, comply with and meet the Rules, Sony shall be entitled at its discretion to disqualify the winner, without any further liability to the winner.

4.5 No cash equivalent or alternative prize(s) will be given and the prizes are non-transferable. However, Sony reserves the right to change the prize(s) at its discretion or to offer an alternative of similar value.

5. **General Terms**

5.1 Sony reserves the right to verify the eligibility of entrants and check their identity.

5.2 Entries that are incorrect or incomplete will be void. No refund will be made for the cost of any entry. Sony 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.

5.3 The winner may be required, as a condition of being awarded the prize and for no remuneration, to participate in promotional and publicity materials at the reasonable request of Sony.

5.4 In the event of any fault, mistake, misunderstanding or dispute concerning the operation of any part of the draw, the decision of Sony shall be final.

5.5 Neither Sony 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 entries will be void.

5.6 Neither Sony 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 Sony's liability for death or personal injury caused by its staff or supplier's negligence or for fraud.

5.7 Neither Sony 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 prizes.

5.8 Sony reserves the right to cancel this competition and to amend these Terms and Conditions without notice in the event of circumstances outside its control.

5.9 The Rules shall be exclusively governed by the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

6. **Contact Details and Further Information**

6.1 For a hard copy set of these Terms and Conditions or the name of the winner, please send a SAE to Show Us Yours Competition, Sony Music, 9 Derry Street, London, W8 5HY.

6.2 Sony means Sony Music Entertainment UK Limited, its successor and assigns. All correspondence and queries should be sent by mail to the above address.