

# DISTRIBUTED CREATION INC. D/B/A SPLICE AND DEADMAU5 “LET GO (FEAT. GRABBITZ)” REMIX CONTEST

## OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE REGISTRATION OR BONDING REQUIRED.

These Official Rules (the “**Rules**”) govern your participation in the deadmau5 “Let Go (feat. Grabbitz)” Remix Contest (the “**Contest**”). Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Rules as well as the Distributed Creation Inc. d/b/a Splice (“**Splice**”) Terms of Service posted at <http://splice.com/terms> (the “**Terms**”), so, it is important that you read and understand them. To the extent there is a conflict between these Rules and the Terms, these Rules will govern.

1. **Summary of Material Terms.** As provided in greater detail in these Rules (and without limiting the express language of these Rules), you acknowledge the following:
  - a. The Label (as defined below) will own all right, title, and interest in and to your Entry for the duration of the applicable copyright and any extensions or renewals thereof.
  - b. You may only publish your Entry on Splice, and only if you comply with these Rules.
  - c. You may not use any third party’s content in your Entry.
2. **Sponsors.** The Contest is sponsored and run by Splice, headquartered at 35 East 21<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, New York 10010, and mau5trap Venture Limited (“**Label**”) (together, the “**Sponsors**”).
3. **Entry Period.** The Contest’s audio elements will go online at or about 12:00 PM ET, February 1, 2017. You may enter the Contest by creating remixes on <https://splice.com/mau5trap/deadmau5-let-go-remix-contest> (the “**Contest Page**”) from 12:00 PM ET, February 1, 2017 until 11:00 PM ET, March 1, 2017.
4. **Eligibility.** The Contest is offered only to natural persons at least 18 years of age and at least the age of majority in the person’s jurisdiction of residence as of the date of entry. If you are the parent or legal guardian of a child between the ages of 13 and 18, you may enter the Contest on behalf of your child, in which case (i) both you and your child will be considered “you” for purposes of these Rules, and (ii) you are solely responsible and liable for ensuring your child’s full compliance with these Rules. Employees, independent contractors, officers, and directors of Sponsors’, their respective shareholders, agents, representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors (“**Sponsors Parties**”), and the immediate family members and persons living in the same household of such persons, are not eligible to participate in the Contest.
5. **How to Enter; License Grant to You.**
  - a. **How to Enter.** To enter, create and publish a remix of the professional recording artist publicly known as deadmau5’s (“**Artist**”) “Let Go (feat. Grabbitz)” clips

that are available on the Contest Page (the “**Stem**”). Entries must be submitted through the Contest Page.

- b. **License to Stem.** Solely for the limited purpose of creating an Entry (as defined below) in connection with the Contest, you may download, reproduce, edit, and create derivative works of the Stem to create an original fully-mixed audio remix of the Stem using the Splice platform (such platform, the “**Platform**”) (an “**Entry**”). For the avoidance of doubt, the copyright and all other rights, title and interest in and to the Stem and any underlying musical compositions embodied in the Stem and any other pre-existing materials provided by Label in connection with the Entry and/or the Contest remain vested in, and are owned and controlled by, the Label. The Stems are provided for the sole purpose of the identified Contest only. No further rights are granted in the Stems or vested in you by the act of downloading the Stems, and any and all rights not expressly granted to you in these Rules are reserved by the Label.
  - c. **Permitted Materials.** All Entries: (i) must be your original work; (ii) must not infringe or violate any third party’s rights or applicable laws or regulations; and (iii) must be appropriate for public dissemination. Elements added by you must not include any viruses, worms, spyware, Trojan horses, malware, or other computer programming routines that may damage or detrimentally interfere with any computer or other device. By submitting an Entry, you represent and warrant that the content in your Entry is remixed by you. **IF YOU USE CONTENT THAT YOU ARE NOT AUTHORIZED TO USE, YOU ARE NOT ENTITLED TO ENTER THIS CONTEST AND YOUR ENTRY WILL AUTOMATICALLY BE DISQUALIFIED BY THE SPONSORS AND NOT CONSIDERED BY THE JUDGES OR THE COMMUNITY.**
6. **Qualification.** You may enter multiple times, but each individual or group entrant is only eligible for one prize. To be eligible for a prize (described in Section 9), an entrant or group of named entrants must comply with **all** provisions of these Rules. Sponsors reserve the right to ask you for evidence of such compliance, especially with respect to Section 5.c. Sponsors reserve the right to evaluate each Entry’s eligibility under the Rules as well as for compliance with the U.S. Copyright Act and any and all other applicable laws. Entries may be removed from the Contest Page and disqualified from the Contest at Sponsors’ sole discretion.
7. **Format of Entries; License Grant and Ownership.** By entering this Contest, you agree that any intellectual property, including, without limitation, works of copyright, created in connection with the Entry (collectively, the “**Works**”), will be wholly owned by Label, and that Label may exploit the Works in any and all media, now or in the future. You hereby waive any and all moral and like rights that you may have in the Works and the performances embodied therein and you agree not to make any claim against Artist, Label or any party authorized by Artist or Label to exploit the Works based on such moral or like rights. You hereby assign to Label all right, title, and interest that you may possess in the Works, including, but not limited to, all copyright and proprietary rights relating thereto, on a worldwide, perpetual, irrevocable and royalty-free basis, for any and all purposes including, but not limited to, display, public performance, posting for streaming and/or download, making of derivative works, reproduction, distribution, and all other means of exploitation of the Entries. For the avoidance of doubt, Entrants agree that the Label, or Label’s designee, will, from inception, own all right, title and interest in each Entry (including, but not limited to, the copyrights in the sound recording) in perpetuity, free from any claims by you or any other person.. You will have no ownership rights or interest whatsoever in the applicable Entry, and will not use or exploit the Entry in any

manner whatsoever, except as set forth in these Rules. By entering this Contest, you agree: (a) that Sponsors have the right to use your Entry and your name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising for and by Sponsors, and in connection with this Contest or other promotions by Sponsors as Sponsors see fit without any further notification or compensation to or of you; (b) that Sponsors have no obligation (express or implied) to use any Entries in any manner and you will not be entitled to any damages or other relief by reason of Sponsors' use or non-use of an Entry; and (c) to be bound by these Rules. By entering this Contest, you agree to sign and deliver to Sponsors such documents as Sponsors may reasonably require to effectuate the rights and obligations granted in these Rules.

8. **What Others May Do With Your Entries.** All eligible entries will be made available to the Platform's registered users (the "**Community**") for voting.
9. **Prizes.** One (1) Judge's Grand Prize winner and one (1) Community Grand Prize winner will be determined by the criteria outlined in Section 11.
  - a. Judge's Grand Prize (One (1) will be awarded): Official release on mau5trap label, \$1000 Travel Stipend, Two VIP Tickets to any show on [lots of shows in a row](#) tour, Deadmau5 Merch Package of (1) t-shirt, (1) hoodie and (1) vinyl. The approximate retail value ("**ARV**") of the Judge's Grand Prize is \$1500 (USD).
  - b. Community Grand Prize (One (1) will be awarded): Deadmau5 Merch Package of (1) t-shirt, (1) hoodie and (1) vinyl and 1 Year Subscription to Splice Sounds. The approximate retail value ("**ARV**") of the Community Grand Prize is \$200 (USD).

Sponsors may modify or edit winning Entries at Label's sole discretion to ensure the audio quality or for any purpose that the Label deems necessary or desirable. Sponsors may undertake, or instruct its representatives to undertake, such reasonable editing or modifications. All prize expenses and/or services not specified herein are not included and are the sole responsibility of the winner(s). No alternative prize, cash equivalent, or other substitution is permitted except by Sponsors, at Sponsors' sole discretion, in the event of prize unavailability. Prizes are nontransferable. All federal, provincial, state and/or local taxes are the sole responsibility of the winners.

10. **Judging.** The Judge's Grand Prize winner will be chosen by a representative of Label, in their sole discretion. Label will judge entrants by the originality and quality of their Entries. The Community Grand Prize winner will be determined by the number of votes an Entry obtains from the Community, subject to Contest eligibility. The Community will judge Entries by originality and quality; the Entry with the most "likes" on the Platform will win the Community Grand Prize.
11. **Final Decision.** All grading decisions are final. Sponsors may disqualify any Entry that is, in Sponsors' sole discretion, inappropriate, offensive or demeaning to Sponsors' reputation or goodwill, or contrary to Sponsors' mission or these Rules. Once the grading of the Entries is complete, Sponsors will notify the winners via email using the information submitted by the entrants in their Splice user profile. The contest winner will execute and promptly return to Label an Affidavit of Eligibility/Release of Liability/Submission Release/Transfer of All Rights and Waiver Agreement form (as provided by Label), and any other document reasonably required by Label, within fourteen (14) days of date of issuance of notification. If a winner fails to respond within fourteen (14) days of the date of the notification, that winner will be disqualified and the next highest scoring remix

will be selected as an alternate winner for the applicable prize and notified according to this procedure.

12. **Indemnification**. By submitting an Entry, you agree to indemnify, defend, and hold the Sponsors (i.e., Label and Splice), Artist, their affiliates and their respective officers, directors, employees, dealers, agents, representatives, successors, and assigns and insurers harmless from any and all claims, causes of action, demands, damages, losses, costs, obligations, recoveries and deficiencies (including attorney's fees and costs) which arise from or relate in any manner in whole or in part, to (a) any breach by you of the terms and conditions of these Rules, including any representations and warranties; (b) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (c) any condition caused by events beyond Sponsors' control that may cause the Contest to be disrupted or corrupted; (d) any printing or typographical errors in any materials associated with the Contest; and (e) any other losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Contest or acceptance of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
13. **General Terms and Conditions**. Label may assign any of Label's rights hereunder, in whole or in part, to any person, firm, or corporation. You may not assign any of your obligations or rights hereunder. Sponsors reserve the right, in their sole discretion, to suspend or cancel Contest at any time if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest. Sponsors may revise these Rules at any time in their sole discretion by posting an updated version. Any Rules changes will be effective upon posting, and your continued participation in the Contest after a change to these Rules constitutes your binding acceptance of these Rules. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of participant and Sponsors in connection with the Contest, will be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Los Angeles, California, and you agree and submit to the personal and exclusive jurisdiction and venue of these courts. The Sponsors' Parties are express third party beneficiaries of Section 12 of these Rules.
14. **Relationship of the Parties**. Nothing in these Rules will be deemed to create or establish an employment, agency, partnership or a joint venture relationship between you and Label, Artist or Sponsors or any of their agents or employees, or any other legal arrangement that would impose liability upon one party for the failure to act of the other party. No party to these Rules may hold itself out contrary to the terms of this Section and neither Label, Artist or Sponsors will be liable for any representation, act, or omission of the contrary to the provisions hereof.
15. **Winners List/ Rules**. A copy of these Rules and a winners list may be obtained by sending an email request to support@splice.com. Requests for winners list must be received by April 1, 2017.
16. **Privacy**. By entering into this Contest you consent to the use of your Personal Information as set out in the Splice Privacy Policy available at: <http://spliceproduction.s3.amazonaws.com/legal/Splice-BasicPrivacyPolicy.html>. Sponsors may use the name of any and all winners to promote Sponsors and the Contest.

17. **DMCA Compliance.** Splice complies with the provisions of the Digital Millennium Copyright Act (the “**DMCA**”). In compliance with the DMCA, a Designated Agent has been established with proper documentation sent to the U.S. Copyright Office. If you have a concern regarding the use of copyrighted material on the Platform, please refer to our [Terms of Use](#) for information on how to submit a notice of claimed infringement to Splice’s designated agent.