

DISTRIBUTED CREATION INC. D/B/A SPLICE AND BRO SAFARI WORK IN PROGRESS 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 Bro Safari Work in Progress 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. Bro Safari will own all right, title, and interest in and to the winning Entry.
 - b. You may only publish your Entry on Splice and the Third Party Sites (as defined below), and only if you comply with these Rules.
 - c. You may not use any third party’s content in your Entry unless you have the express permission of that third party or the content is in the public domain.
2. **Sponsors.** The Contest is sponsored and run by Splice, headquartered at 36 East 20th Street, 4th Floor, New York, New York 10003, and Bro Safari (“**Artist**”) (together, the “**Sponsors**”).
3. **Entry Period.** The Contest’s audio elements will go online at or about 12:00 PM ET, April 20, 2015. You may enter the Contest by creating remixes on splice.com/brosafari/mysteryland-contest (the “**Contest Page**”) from 12:00 PM ET, April 20, 2015 until 12:00 PM ET, May 14 2015.
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. 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.** Sponsors offer you a chance to engage in a creative dialogue with Artist.
 - a. **How to Enter.** To enter, create and publish a remix of Bro Safari’s Work in Progress clip that is available on the Contest Page (the “**Stem**”). Entries must be submitted through the Contest Page.
 - b. **License to Stem.** Solely to create an Entry, you may download, reproduce, edit, distribute, publicly perform 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**”). The Stems are provided for the 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.

- c. **Permitted Materials.** In addition to the Stem, you may include in your Entry music you create yourself, material in the public domain, and/or other material for which you have express permission to use and license in accordance with these Rules. 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 10), 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’ discretion.
7. **Format of Entries; License Grant and Ownership.** If you are the winner of the Contest, you hereby assign away and transfer any and all rights in your Entry 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 your Entry. Entrants agree that the Artist will, from inception, own all right, title and interest in the winning Entry (including, but not limited to, the copyrights in the sound recording) in perpetuity, free from any claims by you or any other person. If you win the Contest, you will have no ownership rights or interest whatsoever in your Entry and will not commercially use or exploit your Entry, in any manner whatsoever, except as set forth in these Rules. Notwithstanding anything to the contrary above, as between you and Artist, if you win, you will own the rights to the original elements of your winning Entry that are created by you, when such original elements are separated from the Stems and so long as such original elements do not infringe Sponsors’ rights in the Stems. 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; (c) to be bound by these Rules. All Contest entrants hereby grant Splice a non-exclusive, worldwide, non-exclusive, royalty-free license to reproduce, publicly perform, transmit, communicate to the public, create derivative works of and other use and exploit the Entries for the purposes of administering this Contest. 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. **[Third Party Sites.** Notwithstanding anything to the contrary in these Rules, you are hereby granted a limited revocable, personal license to reproduce, distribute, and publicly perform your Entry(ies) to and through your accounts or channels on the following online service providers: YouTube, Vimeo, and SoundCloud (each, a “**Third Party Site**”) for non-commercial purposes only. Sponsors and their licensors reserve all rights not expressly granted in these Rules. Sponsors may terminate the rights granted in this Section immediately upon notice (via e-mail) to you if you breach these Rules.] [Delete if inapplicable to this Contest since entrants will retain ownership (except for the winner)]
10. **Prizes.** One Grand Prize winner will be determined by the criteria outlined in Section 11.
 - a. If the Grand Prize winner is the Community Winner (as defined below), then all of the following will be awarded: (i) 5 Mysteryland Nomad Weekend and Holy Ground Camping Tickets, (ii) 1 one-way flight from New York City to Mysteryland on a helicopter, and (iii) \$300 cash to cover travel expenses to and from New York City (collectively, the “**Community Prize**”). The approximate retail value (“**ARV**”) of the Judge’s Grand Prize is \$2200 (USD).
 - b. If Artist elects to choose an Artist Winner (as defined below), then the Artist Winner is the Grand Prize Winner and all of the following will be awarded: The Community Prize and, solely at Artist’s discretion in each instance, (i) a collaboration session with Artist on the Platform, (ii) an opening slot at the Mysteryland USA Boat Stage if the Artist Grand Prize Winner is a qualified DJ (in Artist’s discretion) or \$250 cash. The approximate retail value (“**ARV**”) of the Judge’s Grand Prize is \$2250 (USD).

Sponsors may modify or edit winning Entries to ensure the audio quality or for any purpose that Sponsors deem 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.

11. **Judging.** If Artist elects to choose a winning Entry (the “**Artist Winner**”) then Bro Safari will judge entrants by the originality and quality of their Entries. The Community Grand Prize winner (the “**Community 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. For the avoidance of doubt, Artist may or may not select an Artist Winner.
12. **Final Decision.** All grading decisions are final. Sponsors may disqualify any Entry that is, in Sponsors’ 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 winner via email using the information submitted by the entrant in his/her Splice user profile. If a winner fails to respond within 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.

13. **Indemnification**. By submitting an Entry, you agree to indemnify, defend, and hold Sponsors' Parties harmless from: (a) any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to 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.
14. **General Terms and Conditions**. Sponsors reserve the right, in their sole discretion, to suspend or cancel the Contest at any time if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest. 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 New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York. 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 New York, New York, 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 13 of these Rules.
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 June 25, 2015.
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 Section 10](#) for information on how to submit a notice of claimed infringement to Splice's designated agent.