

## **UNIVERSAL MUSIC GROUP INNOVATION CHALLENGE TERMS & CONDITIONS**

**SPONSOR:** UMG Recordings, Inc., ("Sponsor"), 2220 Colorado Ave., Santa Monica, CA 90404

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**NO PURCHASE NECESSARY.**

**TO PARTICIPATE IN THE UNIVERSAL MUSIC GROUP INNOVATION CHALLENGE (THE "COMPETITION"), YOU MUST: 1) AGREE TO THE MINDSUMO TERMS OF USE (FOUND AT <https://www.mindsumo.com/terms>) AND 2) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS COMPETITION AS WELL AS THE DECISIONS OF THE SPONSOR & JUDGES, WHICH ARE FINAL AND BINDING IN ALL RESPECTS TO THE COMPETITION. THIS COMPETITION IS SUBJECT TO THESE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS. EACH PARTICIPANT OF THE COMPETITION SHALL BE REFERRED TO AS A "CONTESTANT".**

**ADMITTANCE AND/OR PARTICIPATION IN THIS COMPETITION WILL NOT BE PERMITTED IF ABOVE CONDITIONS ARE NOT MET OR AGREED UPON BY SPONSOR AND CONTESTANT.**

**CONTESTANT UNDERSTANDS THAT NEITHER THE SPONSOR NOR ITS AGENTS HAS ARRANGED FOR ANY EXPENSES INCURRED OF ANY KIND IN CONNECTION WITH THIS COMPETITION, ALL OF WHICH ARE THE CONTESTANT'S SOLE RESPONSIBILITY.**

**YOU AS THE CONTESTANT, ALSO REPRESENT AND WARRANT THAT YOU HAVE SUFFICIENT RIGHTS TO SHARE AND/OR DISCLOSE ANY IDEAS, SUGGESTIONS, APPLICATIONS OR CONCEPTS DURING THE COMPETITION.**

**CHALLENGE DATES:** Competition begins at 12:00:00 AM Pacific Time ("PT") on April 14, 2020 and ends at 11:59:00 PM PT on April 28, 2020 ("Competition Period").

**COMPETITION OBJECTIVE:** The objective of this Competition is to encourage Contestants to design and present applications (the "App") that bring artists and fans closer together. Each Contestant may only submit only one (1) application during the Competition Period. There is no specific direction for a given application and the subject matter of the application is at the Contestant's sole discretion.

**WHO MAY PARTICIPATE:** Competition is open to registered Mindsumo ("Platform") users who are 18 years of age or older at the time of entry. Employees and agents of the Sponsor, Platform and their respective affiliates, subsidiaries and parent companies, and advertising and promotions agencies (collectively the "Released Parties") and their immediate families (spouses, parents, siblings, children and their spouses) are not eligible to participate. Void where prohibited by law.

By submitting an App, each Contestant acknowledges and agrees that Sponsor may obtain many Apps under this Competition and that such Apps may be similar or identical in theme, idea, format or other respects to others submitted under this Competition.

**APP CONTENT GUIDELINES:** Apps that do not meet the following "Content Guidelines" are subject to disqualification from Competition at the Sponsor's sole discretion:

1. App: a) must be the original work of the Contestant; b) must be substantially created during the Competition; and c) must not have been previously published.
2. Apps must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and/or invade the privacy or publicity

rights of any person, living or deceased, or the intellectual property or other rights of any person or entity. Apps determined, in Sponsor's sole discretion, to infringe on any intellectual property rights or other rights will be disqualified. Each App must be under no restriction, contractual or otherwise, that will prevent Contestants submission of the App and each App must be free of any and all liens, encumbrances and claims of third parties. Sponsor may in its sole and absolute discretion disqualify any App that it deems to have violated these requirements.

3. Apps must not include material that is: (i) sexually explicit, indecent, obscene, unnecessarily violent, dangerous, hateful, tortious, defamatory, slanderous or libelous, (ii) derogatory, designed to harass or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (iii) unlawful, or (iv) disparaging to the Sponsor or is inconsistent with the positive images and/or goodwill such parties have worked hard to create and wish to associate with their companies.
4. If the App contains any material or elements that are not owned by the Sponsor and/or Contestant and/or which are subject to the rights of third parties, the Contestant is responsible for obtaining, prior to submission of the App, any and all releases and consents necessary to permit the use and exhibition of the App by Sponsor in the manner set forth in these Terms and Conditions. By submitting an App, Contestant warrants and represents that he or she has all rights to the App.
5. Contestants agree and acknowledge that Apps will not be treated as confidential and may be made available to the public, including but not limited to posting on the Internet. Sponsor does not guarantee any confidentiality with respect to any App.

**COMPETITION JUDGING:** All eligible Apps will be judged by a panel of music, technology and/or marketing experts and investors assembled by the Sponsor (collectively, "Judges") to determine the winning Apps. All Apps will be judged on, and points awarded on a scale from 1 to 10, for each of the following equally weighted criteria: (1) Creativity; (2) Meets Deliverables; (3) Clarity; and (4) Novelty.

The Apps with the highest total scores from among all Apps received will be declared winners of the prizes detailed below (subject to verification).

In the event of a tie, the winning Apps will be determined based on which Apps (from among the tied Apps) receive the highest score for Creativity. In the event of a further tie, the winning Apps will be determined based on which Apps (from among the tied Apps) receive the highest score for Meets Deliverables.

All winners are subject to verification. Sponsor reserves the right to not award any prize if, in its sole and absolute discretion, it does not receive a sufficient number of qualified Apps. Judges' and Sponsor's decisions are final and binding on all matters concerning this Competition.

**PRIZES:** Three (3) cash prizes will be awarded as follows: (i) two thousand four hundred dollars and 00/100 (\$2,400.00) for the first place winner, (ii) one thousand six hundred dollars and 00/100 (\$1,600.00) for the second place winner, and (iii) eight hundred dollars and 00/100 (\$800.00) for the third place winner. Total approximate retail value ("ARV") of all prizes: \$4,800.00. Limit: One prize per Contestant. At the Sponsor's sole discretion, prizes are non-assignable, non-returnable or transferable to a person or a company.

**PRIZE NOTIFICATION:** The potential winning Contestants will be announced and verified within fourteen (14) days following the end of the Competition. After a winning Contestant is verified, in order to claim prize, each Contestant will be required to claim their prize via the Platform's integrated payment system. In order to cash out, Contestant must visit their earnings page found on the Platform and click "Cash Out Now". If a Contestant does not claim their prize within thirty (30) days of announcement or if a Contestant is otherwise found to be ineligible, or if the selected Contestant cannot accept or receive the prize for any

reason, the potential Contestant will forfeit the prize and at the Sponsor's sole discretion, the next highest scoring Contestant's App may be determined the alternate winner. If any winner fails to provide any required information via the Platform, or should any winner make any false statement(s) in any document required by the Platform, winner will be disqualified, and the corresponding prize or portion of the prize will be considered forfeited and not awarded. If applicable, any winner from the United States or Canada will be responsible for any federal, territorial, local sales and income taxes or other expenses relating to the use, acceptance and possession of prize.

**GRANT OF RIGHTS:** As a condition to competing, each Contestant grants to the Sponsor and its subsidiaries, affiliates, partners, licensees, designees, successors the right to transmit the App to the judges for evaluation and loading and operating the App on computers and mobile devices for judging purposes. For the avoidance of doubt, nothing contained herein will give Sponsor the right to sell the App to end users (e.g., through the Apple or Android app stores).

**PUBLICITY:** By participating, Contestants agree that their name, image, likeness, and a description of their App(s) may be used for any advertising and promotional purposes, in any media whatsoever, at the discretion of Sponsor in connection with the marketing, advertising and promotion of the Competition and future competitions. Contestant represents and warrants that he or she has the necessary authority to grant the license set forth herein. Nothing in these Terms and Conditions shall be deemed to grant to Contestant (or any third party) any license or other rights under any patents and copyrights owned by Sponsor.

**GENERAL:** The Released Parties are not responsible for damaged, stolen, altered, or incomplete Apps, all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Competition-related information or materials or for any other technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, or for any other technical problems. Released Parties are not responsible for any other errors or malfunctions of any kind, whether human or otherwise relating to or in connection with the Competition, including, without limitation, the announcement of prizes or in any Competition-related materials. Sponsor reserves the right to terminate the Competition in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, integrity or proper play of the Competition. Sponsor reserves the right at its sole discretion to disqualify any Contestant it finds to be tampering with the operation of this Competition, intending to annoy, abuse, threaten or harass any other Contestant, Sponsor or any of its representatives or to otherwise be acting in violation of these Terms and Conditions. **CAUTION:** Any attempt by a Contestant to deliberately damage or undermine the legitimate operations of the Competition is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such Contestant to the fullest extent permitted by law and to disqualify such Contestant from Competition.

**SUSPENSION / MODIFICATION / TERMINATION:** In the event Sponsor is prevented from continuing with the Competition by any event beyond its control, including, but not limited to, cancelation or postponement of Competition, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within their control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to suspend or terminate the Competition. Sponsor reserves the right to suspend or terminate the Competition without notice or by posting a notice online if in its sole and absolute discretion, it is determined that the Competition is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or any Force Majeure event(s) has destroyed or severely undermined or impaired the integrity and/or feasibility of the Competition.

**RELEASES/INDEMNITIES:** By entering the Competition, Contestants agree to release and hold harmless the Released Parties from any and all third party claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Competition, or acceptance or use of any prize (if Contestant is determined a winner), the substitution of any prize in accordance with these Terms and Conditions, the administration of the Competition, the Sponsor's use of any of the rights granted herein or any breach by Contestant of any representation, warranty or covenant made by such Contestant in connection with the App.

**PRIVACY:** The Sponsor may use registration information to contact Contestants about the Competition and as otherwise described in these Terms and Conditions.

**GOVERNING LAW & VENUE:** All matters arising in connection with or relating to this Competition or the enforcement or construction of these Terms and Conditions shall be governed by and resolved in accordance with the laws of the State of California, U.S.A., without regard to any conflict of law principles that would result in the application of the laws of a different jurisdiction. Sponsor and Contestant each hereby: (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought and adjudicated only in a court of competent jurisdiction located in Los Angeles, California; (ii) consents to and waives any objection to the personal jurisdiction and venue of such court in any such suit, action or other legal proceeding; and (iii) waives any purported right or claim to bring a motion to transfer such suit, action or other legal proceeding pursuant to 28 U.S.C. §§1404 or 1406, or comparable provision of other law, including based upon the doctrine of forum non conveniens.

**WINNERS LIST:** For the results of the Competition (available after May 15, 2020) send an email to [tasteofmusicsweepstakes@gmail.com](mailto:tasteofmusicsweepstakes@gmail.com) by April 28, 2020 with "Universal Music Group Innovation Challenge Winners List" on the subject line of the email.