

## The "Like It Or Not" Remix CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

**ELIGIBILITY:** The "Like It Or Not" Remix Contest ("Contest") is operated and hosted by Gotee Records ("Operator") and is open to individuals who are 18 years of age or older at the time of entry (excluding residents of Belgium, Burma, Cuba, Denmark, Hong Kong, Iran, Libya, Malaysia, The Netherlands, North Korea, Norway, Portugal, Sudan, Sweden, Quebec) who are not presently signed to any record label or publisher under any exclusive agreements and/or other contractual arrangements which prohibit them from participating in any element of this Contest.

**ENTRY REQUIREMENTS.** By entering a Submission in the Contest, entrants hereby warrant and represent that the Submission conforms to the Submission Requirements set forth herein. Entrants agree and acknowledge that no compensation will be paid to them for any reason whatsoever including, but not limited to, entering this Contest or for creating a Submission. All Submissions must be in the following file formats: MP3, AIFF, WAV and must meet the following requirements ("Submission Requirements"). Failure to abide by the Submission Requirements is grounds for disqualification in Operator's sole discretion:

- Submissions must not contain material which is (or promoting activities which are) harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise objectionable as determined by Operator in its sole discretion.
- Submissions shall not defame, misrepresent or contain disparaging remarks about Artist, or any other person, products or companies;
- Submissions shall not contain materials which are not created entirely by entrant or which are owned by others (including music "samples" other than the audio files provided through the Website);
- Entrants shall not use the Audio Files in any manner or for any purpose other than for entering Contest;
- Submissions shall not communicate messages inconsistent with the positive images and/or goodwill to which Artist wishes to associate; and
- Submissions shall not be in violation of any law

BY ENTERING A SUBMISSION, ENTRANTS ACKNOWLEDGE THAT SUBMISSIONS MAY BE POSTED ON OPERATOR'S WEBSITE, IN OPERATOR'S DISCRETION. Operator reserves

the right to, and may or may not, monitor/screen Submission prior to posting them to the Website. Entrants acknowledge that Operator has no obligation to use or post any Submission.

By submitting a Submission entrants warrant and represent that: (a) the Submission is entrant's original work, (b) the Submission has not been previously published, (c) the Submission has not previously received awards, (d) the Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that entrant has obtained permission from any person whose name or voice is used in the Submission and (f) that exploitation, use, display or performance of the Submission via any form of media, will not infringe the rights of any third parties. Entrants shall indemnify and hold harmless, Operator from any claims contrary to or in violation of these warranties and representations.

#### GRANT OF RIGHTS:

By entering this Contest, entrants assign away all rights in the Submission 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 Submission. **Entrants shall have no rights or interest whatsoever in the Submission or in the musical composition embodied in the Submission and shall not exploit the Submission, either commercially or non-commercially, in any manner whatsoever, it being understood that entrant is permitted to use the Audio Files solely for the creation of a Submission and participation in this Contest. Entrants agree that Artist's record label or its designee, shall, from inception, own all right, title and interest in each Submission (including the copyrights in the sound recording) in perpetuity, free from any claims by entrant or any other person and all such works shall be deemed "works made for hire" for Artist's record label or its designee. Entrants further agree that the owners of the musical composition in the Recording ("Recording Owners"), or their designees, shall, from inception, own all right, title and interest in the copyrights in the musical composition of each Submission in perpetuity, free from any claims by entrant or any other person and all such works shall be deemed "works made for hire" for the Recording Owners. In the event that any such works are determined not to be a "work made for hire", such works shall be deemed assigned to**

**Artist's record label and/or the Recording Owners, as applicable, together with all rights therein.**

By entering this contest, entrants agree: (i) that Contest Parties have the right to use the Submission and entrants' name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising for Contest Parties, and this Contest or other promotions by Contest Parties as Contest Parties' sees fit without any further attribution, notification or compensation (ii) that Contest Parties shall have no obligation (express or implied) to use Submission in any manner and entrants shall not be entitled to any damages or other relief by reason of Contest Parties use or non-use of a Submission; (iii) to be bound by these official rules and the decisions of the judges; (iv) that entrants may be contacted by Contest Parties by email regarding this Contest; (v) to indemnify and hold Contest Parties harmless from any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of relating to any breach by entrant of the terms and conditions of these rules, including the representations and warranties made herein. By entering this Contest, entrants agree to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights granted herein.

**LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Operator or Contest Parties resulting from entrants' participation in or attempt to participate in the Contest or downloading any information in connection with participating in the Contest. No responsibility or liability is assumed by the Operator or Contest Parties for technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web, in whole or in part for any reason; traffic congestions on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. Operator is not

responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of the Website is at user's own risk. Operator and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Website. Operator is not responsible for any attempt by an entrant or other individual to deliberately damage or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, Operator reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Operator's failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision. Persons engaging in any of the foregoing activities may be disqualified in Operator's sole discretion.

OPERATOR: Gotee Records