

**CREATIVE COMMONS & CRAMMED DISCS
THE CRAMMED DISCS REMIX CONTEST
OFFICIAL RULES**

All submitted entries must be licensed to the general public under a Creative Commons Attribution-NonCommercial 2.5 license (<http://creativecommons.org/licenses/by-nc/2.5/>). To be eligible for prizes, all winners must also enter into a separate agreement with Crammed Discs regarding the inclusion of their winning tracks in the Crammed Discs/ccMixer Remix EP (or similarly-titled project), to be sold online through digital music stores.

These Official Rules (“Rules”) govern your participation in the Crammed Discs Remix Contest (“Contest”). Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Rules; **so, it is important that you read and understand them.**

- (1) **Sponsors:** The Contest is sponsored and run by Creative Commons Corporation, a charitable corporation, headquartered at 543 Howard Street, 5th Floor, San Francisco, California 94105 USA, ph. 1-415-946-3069 and Crammed Discs SPRL, headquartered at 43 rue General Patton, 1050 Brussels, Belgium.
- (2) **Entry Period:** The Contest’s audio elements will go online at 9:00 a.m. PT on April 12, 2006. You may enter the Contest by uploading your remixes to <http://ccmixter.org> from 12:00 a.m. PT on April 26, 2006 until 9:00 p.m. PT on May 24, 2006.
- (3) **Who is Eligible?** The Contest is offered only to natural persons older than 15 years of age 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. Void where prohibited by law.
- (4) **How to Enter:** The Sponsors are offering you the chance to engage in a creative dialogue with Crammed Discs artists Cibelle, DJ Dolores, and Apollo Nove. To enter, you must submit a remix of Cibelle’s “Noite de Carnaval,” and/or DJ Dolores’s “Sanidade,” and/or Apollo Nove’s “Yage Cameras.” Remixes may include the audio elements which have been made available at the Contest page at <http://ccmixter.org/crammed>, as well as music you create yourself, and/or material in the public domain, and/or other material you have express permission to use and license in accordance with Rule 5.

For the avoidance of doubt, you acknowledge and agree that the musical tracks available at <http://ccmixter.org/crammed> are licensed for use under the Creative Commons Attribution-NonCommercial 2.5 license (and that all rights that are not

expressly granted under this license are reserved by Crammed Discs. You further acknowledge and agree that you must attribute the appropriate artists (ie. Cibelle and/or DJ Dolores and/or Apollo Nove), as well as Crammed Discs whenever you use the Crammed Discs musical tracks (ie. "Remix using elements from Cibelle/Crammed Discs"), but not in such a way as to imply any endorsement, approval or affiliation with or by the artists or Crammed Discs.

IF YOU USE CONTENT THAT YOU ARE NOT AUTHORIZED TO USE, YOU ARE NOT ENTITLED TO ENTER THIS COMPETITION AND YOUR ENTRY WILL AUTOMATICALLY BE DISQUALIFIED BY THE SPONSORS AND NOT CONSIDERED BY THE JUDGES.

Submit your track(s) online after 12:00 a.m. PT on April 26, 2006 and before 9:00 p.m. PT on May 24, 2006 with a completed Crammed Discs Remix Contest Entry Form for each track you submit.

Any number of persons may be entered with regard to an individual recording. However, each individual entrant must be listed on the Contest Entry Form in order to be eligible for a prize.

Any person or group may enter as many times as desired, but each individual or group entrant is only eligible for one prize.

To be eligible for the prizes (described below in (7)), an entrant or group of named entrants, must be the sole author and copyright owner of the remix(es), or must have *express* permission (via license or otherwise) to use or incorporate those portions of the remix(es) authored or owned by third parties and license the remix(es) in accordance with these Rules. Any materials that infringe the rights of any third party (ie. materials used without express permission of the copyright owner) may not be used.

- (5) **Format of Entries:** Entries must be in the form of an audio recording and in MP3 format. Duration of an entry may not exceed 5 minutes. All eligible entries must be received by Sponsors via <http://ccmixter.org> by 9:00 p.m. PT, May 24, 2006. Entries that finish uploading after 9:00 p.m. PT, May 24, 2006, are not eligible.

Sponsors are not responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries. Incomplete, illegible, or unintelligible entries are not eligible.

- (6) **What others may do with your remix(es):** By submitting a track as part of the Contest to <http://ccmixter.org>, you agree to license that track to the rest of the world under a Creative Commons Attribution-NonCommercial 2.5 license available at <http://creativecommons.org/licenses/by-nc/2.5/>.

All eligible entries will be made available to the general public for download on the <http://ccmixter.org> website under the Creative Commons Attribution-NonCommercial 2.5 license. Sponsors reserve the right to evaluate each entry's eligibility under the Rules as well as for compliance with the US Copyright Act and any and all other applicable laws. Entries may be removed from the <http://ccmixter.org> site and disqualified from the Contest at the discretion of the Sponsors.

By submitting an entry, you are representing and warranting that the content in your entry is authorized to be remixed by you, uploaded to the <http://ccmixter.org> site and licensed to the general public under a Creative Commons Attribution-NonCommercial 2.5 license.

By submitting your track, you also agree and acknowledge that you will receive no royalties from Sponsors, other contestants, or members of the general public who use your track consistent with the Creative Commons Attribution-NonCommercial 2.5 license.

- (7) **Prizes:** Cibelle, DJ Dolores, and Apollo Nove will each select their favorite three remixes of their respective songs (using the criteria outlined in (8)) as the top nine winning remixes. These selected remixes will then be eligible to be compiled and made available after entering into a separate agreement with Crammed for sale online through digital music stores as a special Crammed/ccMixer remix EP project.

Sponsors may modify or edit winning remixes to ensure the audio quality or for any purpose that Sponsors deem necessary or desirable. Sponsors reserve the right to undertake, or to 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.

- (8) **Judging:** The nine winning remixes will be determined by the highest scores from all eligible entries received according to the following criteria:

- (A) Creativity (70% of overall grade);
- (B) Production Quality (30% of overall grade).

All grading decisions are final. Sponsors reserve the right to 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 has been completed, the Sponsors will notify the winner and runners-up via email and/or telephone using the contact information submitted by the entrants in the Crammed Discs Remix Contest Entry Form. 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 track will be selected as an alternate winner and notified according to this procedure. Within 21 days of the date of the notification, the winner and runners-up must sign and return to the Sponsors the separate agreement to enable their track(s) to be included as part of a special Crammed/ccMixer remix EP project on iTunes, which the Sponsors will provide to the winner and runners-up shortly after notification. If a winner fails to sign and return the agreement within 21 days, the next highest scoring track will be selected as an alternate winner and notified according to this procedure.

- (9) **General Terms and Conditions:** By participating, entrants agree that the Sponsors' parties are not responsible or liable for, and are released and held harmless from: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) any condition caused by events beyond the control of Sponsors that may cause the Contest to be disrupted or corrupted; (iii) any printing or typographical errors in any materials associated with the Contest; (iv) any and all 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. 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. 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, shall 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.
- (10) **Winners List/Official Rules:** A copy of these Official Rules and a winners list may be obtained by sending an email request to info@creativecommons.org, or by fax request (1-415-946-3001). Requests for winners list must be received by October 31, 2006.
- (11) **Privacy:** By entering into this Contest you consent to the use of your name as set out in the ccMixer Privacy Policy available at: <http://ccmixter.org/privacy> regarding use of all material entered and/or submitted for this Contest or otherwise collected by the ccMixer site.
- (12) **DMCA Compliance:** Sponsors comply with the provisions of the Digital Millennium Copyright Act (DMCA). In compliance with the DMCA, a

Designated Agent has been established with proper documentation sent to the US Copyright Office. If you have a concern regarding the use of copyrighted material on the ccMixter site, which is hosted by Creative Commons, please contact the agent designated to respond to reports alleging copyright infringement. The designated agent for Creative Commons to receive notification of claimed infringement under Title II of the DMCA is:

Mia Garlick
dmca@creativecommons.org
543 Howard Street, Fifth Floor
San Francisco, CA 94105
Tel: 1-415-946-3073
Fax: 1-415-946-3001

- (13) **Notices:** © 2006 Creative Commons Corporation. Creative Commons and the "Double C" logo are trademarks of Creative Commons Corporation. Crammed Discs and the Crammed Discs logo are trademarks of Crammed Discs SPRL.