

Terms and Conditions

DC Breaks "Club Thug" Remix Competition ("**Competition**")

The Competition is being run by RAM Records Limited, a BMG company ("**we**", "**us**", "**our**", "**RAM**") of 8th Floor, 5 Merchant Square, London W2 1AS. We are the "**Promoter**" of the Competition.

By submitting your name and email address details via the Website and by downloading the Stems, you confirm that you would like to enter the Competition and that you agree to be bound by these terms and conditions ("**Terms**"). In the event of any conflict between any terms referred to in any Competition materials and these Terms, these Terms shall take precedence.

1. ELIGIBILITY

- 1.1. You must be at least eighteen (18) years age of to enter this Competition. Our employees, directors, management, licensees, contractors, related companies, agencies associated with us, the immediate families or persons domiciled with (whether related or not) of the above listed persons, and our retailers and suppliers are not permitted to enter the Competition.
- 1.2. We reserve the right in our absolute discretion to disqualify from this Competition any entrant who we believe has not complied with these Terms.

2. HOW TO ENTER

- 2.1. The Competition will be promoted from www.ramrecords.com and hosted on www.labelradar.com ("**Website**").

- 2.2. The Competition offers entrants the opportunity to remix the DC Breaks track, “Club Thug” (“**Track**”).
- 2.3. To enter the Competition, participants must sign-up to the Competition by submitting name and address details via the Website. The participant will then be sent a link allowing them to download the remix stems (“**Stems**”) for the Track. The participant is then invited to create a remix (“**Remix**”) of the Track using the Stems subject to and in accordance at all times with these Terms.
- 2.4. Once the Remix is completed, please submit it via the website portal at <https://www.labelradar.com/opportunities/ClubThugContest/portal>.
- 2.5. The Competition will be open from 12.01 GMT on 8 February 2021 until removed from the Website by the Promoter.
- 2.6. RAM and LabelRadar accept no responsibility for entries lost, damaged or delayed, or entries submitted after the closing date or for any inability to submit entries as a result of computer service, systems, software and/or server failure, error, interruption, defect or delay or any other technical malfunction, including problems with internet connectivity and/or filtering of content by any social media platform (as applicable). Entries which are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected as fraudulent, submitted via programmed/automated means, do not comply with the Terms, or which in our sole discretion affect the validity or operation of this Competition will not be accepted and will be considered void.

3. REMIX SELECTION AND NOTIFICATION

- 3.1. Successful entries will be selected by a judging panel within 14 days after the end of the Competition. We will notify successful participants that their Remix has been selected within 28 days of the end of the Competition using the contact details submitted on entry. The decision of the judges will be final.

- 3.2. Successful Remixes will receive a digital release via RAM Records across all regular digital service providers (such as Apple Music and Spotify) as part of the remix package for the Track. Successful participants will also receive a certain items of RAM Records merchandise (such items to be provided at the Promoter's sole discretion).

- 3.3. The successful entrants will be solely responsible for paying all costs associated with the Remix and will be responsible for all applicable personal documentation and taxes, if any, relating to and/or payable in respect of any deemed prize(s) hereunder.

- 3.4. If any of the following circumstances apply, the winner will be deemed to have forfeited the prize and an alternative winner will be selected from the remaining eligible entrants using the process set out above:
 - 3.4.1. If the winner has not claimed their prize by the date specified in the winner notification, we reserve the right to select another winning entry;

 - 3.4.2. The notification from us confirming a successful entry is returned as non-deliverable;

 - 3.4.3. The relevant entrant does not provide requested evidence of identity, age, residency, or being the authorised holder of the email account from which the entry was submitted to our satisfaction within 48 hours of such request being made; or

 - 3.4.4. we determine non-compliance with any of these Terms.

4. PUBLICITY

Successful entrants may be required to take part in publicity relating to the Competition and sign a release form in respect of such publicity. By entering into this Competition, you agree to provide, and that we (or any third party we may chose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country of residence in any kind of media (including on the internet, in particular, on all Promoter's related websites, TV, radio, press, display, etc.) and in any kind of materials (printed materials, posters, press advertisements, online materials as for instance web-banners and emails, audio-visual commercials etc. relating to the Track, the Remix or the Competition), worldwide for advertising in connection with the Competition without additional authorisation, notice or compensation unless prohibited by law.

5. COPYRIGHT

- 5.1. By creating your Remix and entering the Competition by Submitting the Remix to us, you hereby assign to us your full title, right and interest in and to your Remix including, but not limited to, the entire copyright and any and all rights of renewal thereof, for all media, whether now known or hereafter devised, throughout the universe, in all languages, and in perpetuity, to vest in us from creation of your Remix, to be exercised by us as we may choose without restriction and without obligation to make any use thereof whatsoever and you authorize our designees and licensees to similarly exercise such rights. Without limiting the generality of the foregoing, you hereby agree to grant these rights to us regardless of whether your Remix is chosen as a successful entry.

- 5.2. By entering the Competition and creating your Remix you irrevocably and unconditionally license, grant and assign to us in perpetuity, any and all lending, rental and other secondary use or neighbouring rights relating to your Remix which you may now have or may hereafter acquire and you authorize our designees and licensees to similarly exercise such rights. Without limiting the generality of the foregoing, you agree to grant these rights regardless of whether your Remix is chosen as a successful entry.

- 5.3. By creating your remix, you hereby warrant, represent and undertake not to share, make publicly available or disseminate in any way the full Remix to any party other than RAM or LabelRadar for the life of copyright in such Remix. Notwithstanding the foregoing, you may upload one short promotional clip (“**Clip**”) of your Remix with a duration of no more than 30 seconds to your own social media profile on platforms such as SoundCloud, Bandcamp, YouTube, Facebook strictly limited to the duration of the Contest. You must comply with any request from RAM and/or LabelRadar to remove the Clip should any social media post embodying the Clip remain live beyond the end of the competition. Despite the foregoing restriction, RAM may allow you to share your Remix publicly, with such approval to be decided on a case by case basis. To seek such approval, please contact support@labelradar.com.
- 5.4. In the event that your Remix is not selected, you may use of any music elements created by you provided that all Stems are removed from the Remix in their entirety. Any subsequent track created from those music elements must not be labelled as a remix of the Track.
- 5.5.

6. WARRANTIES AND INDEMNITY

- 6.1. By downloading the Stems and creating a Remix you warrant and represent that:
- (a) you own all rights, title and interest (including without limitation the copyright) in and to any new materials (**New Materials**) you may have been added to or used with the Stems and embodied in your Remix and that you are irrevocably authorized to use such intellectual property in connection with the New Material;
 - (b) that you are irrevocably authorized to remix the New Material together with the Stems to create the Remix and have obtained all necessary consents and clearances in respect of the same (including with limitation the right to use the copyright, any moral rights and neighbouring rights);

- (c) you shall not register the Remix and/or any purported interest therein with any performing right and/or mechanical right and/or neighbouring right collection societies anywhere in the world;
 - (d) the use of the New Material and the Remix shall not infringe any third party rights whatsoever;
 - (e) you understand that your Remix of the compositions embodied on the Selected Stems does not entitle you to any rights in and to the underlying musical composition(s) and/or any associated literary work(s) which are embodied in the Recording and/or the Remix and to the extent you own any such rights embodied in the Remix you shall upon request execute an assignment in favour of the writers and/or owners of the underlying musical composition(s) and/or any associated literary work(s) which are embodied in the Recording;
 - (f) the Remix contains no unauthorized copyright protected or replayed material or “sampled” material; and
 - (g) Other than as permitted hereunder, you have no rights whatsoever in and to the Track, the Stems and/or the musical and literary works embodied therein.
 - (h) you shall not be entitled to register the Remix and/or any purported interest therein with any performing right and/or mechanical right and/or neighbouring right collection societies anywhere in the world and/or to collect any performing right and/or mechanical rights and/or public performance and/or neighbouring right income whatsoever with respect to the public performance of the Remix and/or the Recording (whether from PPL, PRS, MCPS or otherwise).
- 6.2 The term “partner” means the owners of the intellectual property rights (including without limitation the copyright) of the Stems (including without limitation the sound recording and the underlying musical and literary works embodied in the sound recording).

- 6.3 You agree to indemnify and hold LabelRadar and RAM harmless from any and all costs and expenses (including but not limited to reasonable legal fees and court costs) of any loss, claim, liability or obligation incurred by RAM and/or LabelRadar arising from any breach by you of any warranties hereunder.

7. DATA PROTECTION

- 7.1. By submitting an entry, entrants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you as part of the entry process (including contact details) for the purposes of operating the Competition, administering prizes and otherwise in accordance with our Privacy Policy. Detailed information (including about the processing of Personal Data, the rights of data subjects, as well as the appropriate safeguards under Art. 46 GDPR can be found at <https://www.bmg.com/de/privacy-statements-clients> (as amended from time to time).
- 7.2. We would like to be able to keep you informed about RAM Records activities. We would also like to be able to share your email address within the wider BMG Group so that we may keep you informed of their activities from time to time. **If you would like us to use your email address in either or both of these ways, please tick the relevant box(es) where indicated prior to submitting your entry.** Ticking the box(es) is not required for entry in the Competition nor will doing so increase your chances of winning.

8. GENERAL

- 8.1. Subject to, where applicable, the approval of those authorities that have issued permits for the conduct of this Competition, we may in our absolute discretion modify, amend, cancel or suspend these Terms, the Competition and/or the prize(s) at any time if we deem it necessary, due to technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond our control. No liability shall attach to us as a result thereof.

- 8.2. Subject to applicable laws, we reserve the right to disqualify an entrant and/or winner in our absolute discretion. In addition, acts of tampering with the Competition (including the URL for the Website) will result in disqualification; but, disqualification shall not represent the sole remedy available to Promoter.

- 8.3. Any Competition prize(s) will be described on the Website. Prizes are non-refundable and non-exchangeable, non-transferable and no cash alternatives will be available for any prize. Notwithstanding the foregoing, RAM and LabelRadar reserve the right to substitute a prize (or prizes) of equal or greater value at any time if the original prize becomes unavailable (in whole or in part for unexpected reasons).

- 8.4. With the exception of platform credits or LabelRadar PRO memberships, all prizes are provided by RAM or third party sponsors. While LabelRadar may assist in delivering such prizes to the winner, LabelRadar makes no warranties or representations regarding the quality of a prize or how closely the prize you receive matches the description of the prize on the Website. If the actual prize value is less than the estimated value stated on the Website, winners will not receive any compensation to cover the difference.

- 8.5. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these Terms apply to this Competition. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Competition (including any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Competition) or acceptance, use, misuse or non-use of any prize(s) (including activity or travel related thereto) except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.

8.6. Our decisions on any issue arising out of or in relation to this Competition and these Terms are final and binding and no correspondence will be entered into. Failure of the Promoter to enforce a certain provision of these Terms in a given circumstance shall not constitute the waiver of such provision.

9. Governing Law

9.1. The Competition and these Terms shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the jurisdiction of the English courts