

Tribe of Noise Merry In-Store Christmas contest

(a) None of the audio and digital content (“Masters, Compositions and/or Tracks”) submitted as part of this Merry In-Store Christmas contest (this “Contest”) has been registered with any performing or other music rights societies anywhere in the world, including without limitation ASCAP, BMI, SESAC, SOCAN, PRS, PPL, Harry Fox Agency, GEMA, SACEM, SGAE, AGEDI, AIE,DAMA and/or JASRAC (“Rights Societies”), and the Master, Compositions and/or Tracks are not and will not become subject to any rights granted to or by a Rights Society.

(b) Neither you, any Contributor, nor any writer, performer or other holder of rights relating to the uploaded Master, Composition and/or Track is a member of any Rights Society. You will promptly notify Tribe of Noise in the event that any of the foregoing becomes a member of a Rights Society.

(c) Neither Tribe of Noise nor any sub

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licensee of Tribe of Noise will be required to:

(i) obtain any form of license from a Rights Society in connection with its use of the Masters, Compositions and/or Tracks uploaded under these contest rules, or
(ii) pay any fees or royalties to a Rights Society related to such use. If any such fees are deemed to be owed by a Rights Society, including as the result of any writer, performer or other holder of rights relating to the Master, Composition and/or Track becoming a member of a Rights’ Society, you shall be solely responsible for such payment.

(d) The Masters, Compositions and/or Tracks uploaded under this Contest are 100% owned by you. You are entitled to enter this Contest and understand and agree that songs will be licensed under the standard Non Exclusive Exploitation Contract.

(e) To the extent permitted by applicable law, you waive all moral rights in the Masters, Compositions and/or Tracks uploaded. To the extent such a waiver is void or unenforceable by applicable law, you agree not to enforce any such moral rights against Tribe of Noise. To the extent such an agreement not to enforce moral rights is void or unenforceable by applicable law, you

(i) grant a revocable right to Tribe of Noise without being credited as the author; and,
(ii) grant to Tribe of Noise the right to make adaptations of the Masters, Compositions and/or Tracks uploaded and to exploit the same as provided herein.

(f) Licensor will provide the Masters to Tribe of Noise in WAV/AIFF format and if requested with complete meta-data. Please do not upload any masters you do not own or if the terms & conditions of this contest are unclear to you at this stage.

Any questions about this contest and the rules to participate / license, contact Tribe of Noise:

info@tribeofnoise.com

Subject: Merry In-Store Christmas Contest

Direct contact person Tribe of Noise:

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I acknowledge and agree that the rights granted herein are binding upon my heirs and assigns and that they are irrevocable, worldwide and perpetual. I represent and warrant that I am at least the age of majority in the jurisdiction of my residence and have the full legal capacity to enter into this Contest and be bound by these Contest rules.