



Music Madness Official Rules and Eligibility

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. FOR THE SAKE OF CLARITY, THIS CONTEST IS FREE OF COST TO ENTER AND PARTICIPATE. Void where prohibited or restricted by law. Entry constitutes your full and unconditional acceptance of these Official Rules and Eligibility. Please send any questions and/or concerns to c2records@c2records.com.

WHEREAS, Music Madness (the “Promotion”) is a contest meant to discover, and ultimately empower, aspiring new artists. City and Country Records LLC (“Sponsor”), also known as C2 Records, will be giving away over \$64,000 worth in prizes including, but no limited to, cash prizes, coaching and music lessons, access to professional recording equipment, and more. Each artist will be hand selected by Sponsor and compete for the chance to win exclusive recording contracts.

WHEREAS, these Official Rules and Eligibility (“Agreement”), as of November 30, 2020, encompass all rules, eligibility, definitions, agreements, promises, and terms for Promotion.

WHEREAS, the parties desire to formalize the terms and conditions whereby natural persons (as defined below) submitting entries to, and participating in, Promotion (“Entrants”) grant certain rights and licenses to Sponsor as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

Background. The Promotion, created and managed by Sponsor, is open only to natural persons

(not corporations or other business entities) who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia, and who are sixteen (16) years of age or older as of the beginning of the Promotion Period (as defined below). If you are under 18 years of age you must have signed and informed permission to enter the Promotion from your parent or legal guardian. The Promotion may only be entered in or from the United States. Entries originating from any other jurisdiction will be disqualified. Unless specifically excluded in this Agreement, all parties are eligible to participate. No purchase or consideration is necessary to participate.

Entry.

1. **Submission Period.** Promotion opens for submissions of digital video and music content relevant to the purpose of Promotion (“Submissions”) on or about September 27, 2020 at 12:00 AM Eastern Standard Time and closes for initial submissions on December 31, 2020 at 11:59 PM Eastern Standard Time (the “Submission Period”). Promotion Period will be reopened on January 1, 2021 at 12:00 AM Eastern Standard Time for *only* the approved and eligible Entrants, pursuant to the terms and conditions set by Sponsor in Affidavit of Eligibility and Liability Release. These additional Submissions will be requested, reviewed, and posted at the sole discretion of Sponsor. For the sake of clarity, once the Promotion begins and Entrants are confirmed, Sponsor may request any additional Submissions at its sole discretion. Entries must be submitted at <https://c2records.com/> (“Web Portal”). All videos that meet the Promotion guidelines for content uploaded during the Submission period will be judged in a reasonable manner and period of time according to the terms of Agreement.
2. **Eligibility and Validity.** In order to enter the Promotion, Entrant must follow and be eligible according to terms of this Agreement. Entrant must confirm they are sixteen (16) years of age or older. Entrant must fill out official form on Web Portal with full legal name and valid email address currently in use. If email is invalid or not in use, Entrant may be disqualified. Entrant agrees to share any relevant information with Sponsor in order for Sponsor to determine Entrant’s eligibility. All Submissions must meet the eligibility requirements of this Agreement in order to be deemed a completed Submission. Entrant may be required to provide Sponsor with proof that Entrant is the sole registered account holder of the email address associated with Submission, and that Entrant is eligible to participate in Promotion. No third-party Submissions or submissions through a sweepstakes service or other automatic entry method including, but not limited to, like for like and hired foreign or domestic workers is permitted. Mail-in Submissions are not allowed. Any use of robotic, automatic, programmed, hired or the like entry methods will void all Submissions by such methods. Only eligible entries received in compliance with the Promotion Period will be eligible for voting. For purposes of this Agreement, receipt of an online entry occurs when Sponsor’s servers record the entry information upon Entrant’s completion of the Promotion entry steps above. Any automated computer receipt (such as a “thank you” message or one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor of a Submission. No automatic, programmed, robotic, hired workers or similar means of entry are permitted. Sponsor reserves the right to disqualify any individual for using any such methods, or any

other method not listed here that is inconsistent with this Agreement. For the sake of clarity, Sponsor reserves the right to disqualify any individual for any reason whatsoever related to method of entry for Submission. Sponsor is not responsible for technically corrupted or garbled entries (which will be disqualified) or for problems of any kind related to method of entry, whether mechanical, human or electronic. Failure to comply with any of these rules may result in immediate disqualification from the Promotion.

3. **Submission Restrictions.** All Submissions must meet the following requirements: (1) must be in a video format; (2) must be no greater than one minute and thirty seconds (1:30 minutes) in length; (3) must be accompanied by Entrants picture, social media profile, email address, full legal name, artist name (if applicable), and an artist background synopsis, no greater than 3,000 words; (4) must be submitted without any watermarks; (5) must be an original work not previously submitted in a similar contest of any kind; (6) must identify a musical genre most closely associated with submission (i.e. Country, Rock, Soul, Alternative, Jazz, etc.); (7) must be from an “amateur” musician or vocal artist (for the sake of clarity, amateur may be freely defined by Sponsor to further purpose of Promotion, but generally means any person who is not signed to a record label or other professional services to produce music); (8) must not contain material that violates or infringes another’s rights including, but not limited to, privacy, publicity or intellectual property rights, or material that constitutes copyright or trademark infringement; (9) must not in any way disparage Sponsor, or any other person or party affiliated with the Promotion; (10) must not contain material that is inappropriate, indecent, obscene, hateful, demeaning, tortious, defamatory, slanderous or libelous; (11) must not contain material that promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation/identity or age; (12) must not contain material that is unlawful, in violation of, or contrary to the laws or regulations of the country where Submission was created or the United States and; (13) must not contain or espouse obscene or offensive conduct, extraordinarily dangerous acts, or reckless acts.
4. **Limit.** Entrant may only upload one (1) Submission before December 31, 2020 at 11:59 AM Eastern Standard Time. Entrant is free to upload a different Submission if Sponsor is notified of change. Uploading more than one (1) Submission may result in disqualification.

Rights Granted By Entrant to Sponsor.

1. **Copyright License.** By entering the Promotion and/or submitting a Submission, you hereby grant to Sponsor and its licensees, successors, and assigns a worldwide, non-exclusive, perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license to: (1) use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission, in whole or in part, for commercial or non-commercial purposes, including but not limited to the marketing, promoting and advertising of Sponsor’s brand or brands, products and services, monetization of content through advertising, subscription, licensing and other means,

including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Sponsor (the "Sponsor Materials"), on and through third-party distribution channels selected by, but not affiliated with, Sponsor and; (2) otherwise use Submission and related content as reasonably necessary for Sponsor to further Promotion and to make available the Submission to third parties, including, without limitation, for advertising and promotional purposes. You also grant Sponsor the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission (Entrant agrees that neither Sponsor nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein), in any form, medium or technology now known or later developed.

2. **Likeness and Biographical License.** Entrant further grants to Sponsor, Sponsor's affiliates and any such affiliates' respective sub-licensees, an unconditional irrevocable, nonexclusive, fully transferable, perpetual, worldwide license, without any territorial or time limitations and without requiring any approvals, to use Sponsor's name (including any and all professional names heretofore or hereafter used by Sponsor, its Group or entity), image, voice, likeness, factual biographical information, timeline of past performances, photographs and any other information, material or content submitted by Entrant to the Promotion in connection with or related to the Submission, the Promotion, the Sponsor and/or the advertising and promotion thereof. Moreover, Entrant confirms that, as a condition to providing any Submission, Entrant has obtained the express and unconditional permission of each person appearing in any content to capture, record, stream, broadcast and use the name, image, voice, likeness, factual biographical information and any other information or material of each such person submitted by Entrant to the Promotion. For the avoidance of doubt, Entrant represents, warrants, covenants and agrees that Entrant's name and any image, voice, and likeness in any Submission shall be available to Sponsor to use at Sponsor's discretion freely and without any obligation to pay any affiliated PRO (defined below) or any other person.
3. **Entrant's Obligations.** Entrant shall not seek to restrict or prevent Sponsor, third parties, and Sponsor's sub-licensees from exercising any and all of the rights granted by Entrant under this Agreement, including through the exercise of any "moral rights" or other rights that Entrant may have under any applicable law or under any legal theory, and Entrant hereby irrevocably waives all such rights with respect to the use of Entrant's Submission and related content hereunder. If Entrant is a composer or author of a musical work and is affiliated with a performing rights organization (by way of example, and without limitation, ASCAP, BMI, SESAC) (a "PRO"), then Entrant shall notify Entrant's PRO of the license that Entrant has granted to Sponsor. Entrant is solely responsible for ensuring Entrant's compliance with the relevant PRO's reporting obligations. If Entrant has assigned Entrant's rights to a music publisher or any other person or entity, then Entrant agrees to obtain the consent of such music publisher or other person or entity in order to grant the license(s) set forth in this Agreement or have such music publisher or other person or entity enter into this Agreement with Sponsor. Entrant is solely responsible for ensuring that Entrant's Submission is in compliance with any contractual

obligations Entrant may have to Entrant's music publisher or such other person or entity, including if Entrant creates any new recordings through the Promotion that may be claimed by Entrant's music publisher or such other person or entity.

Musical Groups and Entities. By entering into this Agreement, Entrant represents, warrants and covenants to Sponsor the following: (1) if Entrant accesses or uses the Web Portal to provide a Submission on behalf of, or for the benefit of, a duo, band or group (collectively, a "Group") or legal entity, Entrant hereby agrees to this Agreement on behalf of itself and such Group or entity including, without limitation, each member of such Group or owner, shareholder, partner, member or equity holder of such entity; as such, references to "Entrant" and "Entrant's" in this Agreement will refer to Entrant and to such Group (including each member thereof) or entity; and (2) if Entrant uses the Web Portal to provide a Submission on behalf of a Group or entity, Entrant further represents, warrants and covenants to Sponsor that: (A) Entrant is an authorized representative of such Group (including each member thereof) or entity, as the case may be, with the authority to irrevocably bind the Group (including each member of the Group) or entity to this Agreement, regardless of whether Entrant remains an authorized representative of that Group or entity; (B) the Group (including each member thereof) or entity agree to be bound by this Agreement; and (C) Entrant agrees to be bound by this Agreement on behalf of such Group or entity.

Applicability of Web Portal Policies. In addition to complying in all respects with the terms of this Agreement, Entrant's access to Web Portal and participation in the Promotion is subject to compliance with all of the applicable policies for users of the Web Portal including, without limitation, the C2 Record's Terms of Services, C2 Record's Privacy Policy and C2 Record's Intellectual Property Policy (collectively and as such terms or policies may be updated from time to time, the "Web Portal Policies"). The Web Portal Policies may be found at: <http://c2records.com>. Each of the Web Portal Policies is incorporated herein by reference and all terms and conditions thereof shall be binding on Entrant. Entrant agrees to review and to be bound by all terms, rules and policies in the Web Portal Policies. Entrant must also comply in all respects with each Web Portal Policy as a condition to participate in Promotion in accordance with and subject to the terms of this Agreement.

Limited and Conditional Rights Granted by Sponsor to Entrant. As between Entrant and Sponsor, the Promotion, and any content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and "look and feel" on the Web Portal, and all intellectual property rights related thereto, are either owned or licensed by Sponsor ("Sponsor Content"). Entrant acknowledges and agrees that Entrant will not at any time acquire any rights in the Sponsor Content. Subject to the terms of this Agreement and Web Portal Policies, Sponsor grants Entrant, for the Promotion Period, a limited, non-exclusive, non-transferable, non-sublicensable, revocable, worldwide license to use the Web Portal to display Entrant's Submission in accordance with this Agreement. Entrant acknowledges and agrees that use of the Promotion, Web Portal, or Sponsor Content for any purpose not expressly permitted by this Agreement or the Web Portal Policies is strictly prohibited. Entrant further acknowledges and agrees that Sponsor Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited by or on behalf of Entrant for any purpose whatsoever without Sponsor or, where applicable, the

licensor to Sponsor's prior written consent. Sponsor and Sponsor's licensors reserve all rights not expressly granted in and to their respective content. Sponsor's licensors are not an intended third party beneficiary of this Agreement.

Disqualification. Sponsor reserves the express, exclusive, transferable, unconditional right to disqualify any Submission or Entrant in Sponsor's sole discretion for violating this Agreement or Web Portal Policies. Entrant acknowledges that, by entering a Submission, Sponsor does not waive any rights to use similar or related ideas, themes, or concepts previously known to Sponsor, developed by its employees, or obtained from sources other than the Entrant. Sponsor has the right to review all Submissions, and all Submissions may or may not be posted on the Web Portal or in another media, at the sole discretion of Sponsor. By entering a Submission, Entrants agree that the Sponsor is not responsible for any unauthorized use of Submissions by third parties. Sponsor does not guarantee the posting of any Submission and reserves the right to take down any Submission for any reason, at any time. Entrant waives any right to inspect or approve versions or portions of Submission used by Sponsor in the as contemplated by this Agreement. No guarantee is made regarding the length of the review period of each Submission, or that any particular Submission will or will not be posted.

Non-Infringement. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT TO THE CONTRARY, ENTRANT MUST OWN OR OTHERWISE HAVE THE LEGAL RIGHT TO USE THE INTELLECTUAL PROPERTY, PROPRIETARY, OR OTHER RIGHTS OF ANY THIRD PARTY THAT IS USED IN OR PART OF SUBMISSION OR ANY RELATED CONTENT. In furtherance of the foregoing, Entrant represents, warrants and covenants to Sponsor the following: (1) Entrant's Submission, as well as any and all other content, information (including metadata) and other materials Entrant provides to Sponsor pursuant to this Agreement, and the use thereof by Sponsor as contemplated by this Agreement, do not and will not violate any applicable law or infringe or violate any rights (proprietary, intellectual property or otherwise) of any person or entity, including copyrights, trademark rights, performer's rights and rights of publicity and privacy; (2) the results and proceeds of Entrant's Submission shall be wholly original with Entrant personally, and to such extent that any element of Entrant's Submission is not wholly original to Entrant, Entrant has obtained in writing and at Entrant's sole cost and expense all third party permissions, clearances and/or authorizations required to submit the Submission to the Promotion and Sponsor, to transmit and submit the Submission to the Web Portal, and/or for all other uses of the Submission permitted by this Agreement; (3) Neither the Submission nor any element thereof has or shall be copied from or based upon any other work, and shall not infringe upon or violate the right(s) of any person or entity; (4) Entrant, and any Submission provided by Entrant, is not subject to any union or guild collective bargaining agreement or any benefits of such agreement; (5) if Entrant only owns the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then Entrant must not post such sound recordings to the Web Portal unless Entrant has all permissions, clearances from, or are authorized by, the owner of any part of the Submission/recording to submit it to the Web Portal; and (6) Entrant is solely responsible and liable for ensuring its appropriate use of the Web Portal in a manner that will not violate applicable law or infringe upon the rights of any third party.

Promotion Format and Dates. Submissions that comply with this Agreement and are approved

by Sponsor will be posted for viewing at beginning of Promotion Period. The dates listed on the Web Portal are controlling for the Promotion. For the sake of transparency, the dates listed below are simply guidelines. The top sixty-four (64) Submissions, selected by an expert group of judges, will be chosen to participate in Promotion. The top sixty-four will be finalized January 1, 2021. The final sixty-four Submissions will then be voted on by the public and an expert group of judges from January 14-17, 2021. After voting on the top sixty-four ends, the remaining thirty-two (32) Submissions will be voted on by the public and an expert group of judges from January 19-22, 2021. The remaining sixteen (16) Submissions will be voted on by the public and an expert group of judges from January 27-30, 2021. Then, the remaining eight (8) Submissions will be voted on by the public and an expert group of judges from February 1-4, 2021. Once the top four are selected, the prize winners will be contacted personally for the final voting process and dates. These dates are subject to change, without notice, at any time, at the sole discretion of Sponsor. Moreover, Sponsor reserves the right to modify format, without notice, at any time, in order to further purpose of Promotion. For the sake of clarity, the purpose of Promotion format is to promote creativity while Sponsor selects the most talented artists that fit the direction and vision of C2 Records. Entrant agrees that to achieve this purpose Sponsor may modify, without input from Entrant, the Promotion format, dates, and voting for any reason and at any time without notice to Entrant.

Public Votes. Individual legal residents of the fifty (50) United States and the District of Columbia who are age thirteen (13) or older are eligible to register (“Voter”) and cast a vote (a “Public Vote”) for a Submission, consistent with the Web Portal Policies and any third party software employed by Sponsor. Voters may submit Public Votes by visiting Web Portal where they may vote using the criteria listed. Votes must be submitted in accordance with criteria set by Sponsor. Voters are limited to one (1) Public Vote per day. No third-party voting or Public Votes obtained through a contest or sweepstakes service or other automatic voting method including like for like and hired foreign or domestic workers is permitted. Public Votes using this method will be discarded and Submissions evidencing these types of votes may be disqualified. Sponsor retains the right to cancel any Public Votes that violate this Agreement or any Web Portal Policies. Sponsor is not responsible for any errors involving third party software employed by Sponsor related to Promotion.

Social Media Votes. Sponsor will post Submissions on social media platform(s) of Sponsor's choice ("Social Media Platform"). Individuals who are eligible to use Social Media Platform, in accordance with the terms and conditions thereof, will be eligible to “Like” a specific submission (or that platforms equivalent of what is commonly known as a “Like”). Each individual “Like” shall be equal to one vote for that Submission (“Social Media Vote”). Votes must be submitted in accordance with criteria set by Sponsor. Social Media Votes that are a violation of third-party terms and conditions shall be invalid.

Private Votes. Sponsor will assemble a group of expert judges (“Experts”) who are experienced in the entertainment industry. Experts will have knowledge of music production and engineering, music and content creation, music recording, choreography, and entertainment. Experts will be asked to vote based on a set criterion (a “Private Vote”) for each Submission. Private Votes are not required to conform to the terms of this Agreement or Web Portal Policies.

Voting Composition and Value. The winning sum of all Public Votes will count for one (1) final vote for a submission. The winning sum of all Social Media Votes will count for one (1) final vote for a submission. The winning sum of all Private Votes will count for one (1) vote for a submission. There shall be no ties. In the event that one, or all, of the above voting methods fails to pick a winner, C2 Records executives shall pick the winning Submission.

Prizes. Cash prizes (“Prize”) will be awarded to the top four (4) winning Entrants. Sponsor determines all Prize details including, but not limited to, time of delivery, form of payment, and replacement prizes. Sponsor assumes no responsibility for receipt of Prize. All expenses, taxes, costs, and fees associated with receipt or use of Prize is the sole responsibility of Entrant. Sponsor reserves the right, at its sole discretion, to substitute any Prize with one of equal or greater value. Sponsor is not responsible for utility of any prize to its winner. Unclaimed Prizes will be forfeited. Prizes are not assignable to third parties. Prize will not be replaced if lost, stolen, or misplaced. Once Prize is in transit or delivery, Entrant assumes all responsibility and liability for receipt of Prize. If Entrant requests a different or specific form of delivery for Prize, Entrant assumes all risk for receipt. Sponsor reserves the right to disqualify winning Entrant and may refuse to award Prize for ineligibility, unlawful behavior, violation of this Agreement or Web Portal Policies, cheating, fraud, or undue influence on the outcome of Promotion. Sponsor waives any express or implied warranties, representations, guarantees, in fact or in law, relative to the Prize, including, without limitation, to the prize’s quality, merchantability, or fitness for a particular purpose. Prizes are not transferable or redeemable for cash or exchangeable for any other goods and/or services. Sponsor retains the right to assign or redistribute Prize in the event winning Entrant is disqualified.

Winner Notification. All winning Submissions/Entrants will be notified via email or, if email is unavailable, any other form/medium Sponsor deems appropriate to reach Entrant (“Notification”). Notification is deemed to have occurred immediately upon dispatch of email to the email address provided upon Submission. Acceptance of Prize occurs once Sponsor has sent Notification. In order to claim Prize, Entrant must respond within five (5) days of Notification. Entrant must sign and return an Affidavit of Eligibility and Liability Release, and any other additional documents required by Sponsor (the “Required Documents”) in a reasonable manner of time.

Representation and Warranties. Entrant further represents, warrants, and covenants: (1) Entrant is at least the legal age of majority and has the capacity and is otherwise able to form a legally binding contract; (2) Entrant has the full right, power, and authority to enter into this Agreement, to fully perform hereunder, and to grant to Sponsor any and all of the rights granted to Sponsor hereunder; (3) Entrant has not entered into any agreement(s) with any other party that would interfere, conflict or be inconsistent with Entrant’s representations, warranties, covenants, and agreements herein; (4) Entrant’s Submission and provision thereof on the Web Portal will not violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, industry standards, judgments, decisions, or other requirements of any applicable governmental authority (including all such rules governing communications and marketing); (5) no payments and/or other compensation are due or will become due in connection with the Submission other than as specifically set forth herein; (6) Entrant accepts the terms and conditions of this Agreement and Web Portal Policies and Entrant agrees to comply with all such terms and conditions.

Disclaimer of Warranties; Limitation of Sponsor Liability. THE PROMOTION AND ANY SPONSOR CONTENT IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, AND SPONSOR DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PROMOTION, SPONSOR CONTENT, OR SPONSOR’S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. THE SPONSOR DOES NOT WARRANT THAT THE PROMOTION, OR THAT ANY RIGHT OF ENTRANT TO ACCESS AND USE THE WEB PORTAL, MEETS THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

ENTRANT ACKNOWLEDGES AND AGREES THAT IT IS FULLY RESPONSIBLE FOR ITS USE OF THE WEB PORTAL AND SPONSOR CONTENT. SPONSOR EXPRESSLY DISCLAIMS ANY LIABILITY AS A RESULT OF THE PROMOTION. SPONSOR WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FINES ASSESSED AGAINST ENTRANT OR ITS GROUP (OR ANY MEMBER THEREOF) OR ANY ASSOCIATED LEGAL ENTITY, AS THE CASE MAY BE, BY ANY REGULATORY AUTHORITY FOR ENTRANT’S, OR SUCH RELATED PERSON OR ENTITY’S, FAILURE TO COMPLY WITH STATUTORY OR REGULATORY REQUIREMENTS OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE SPONSOR NOR ANY OF SPONSOR’S AFFILIATES OR LICENSORS, NOR ANY OF SPONSOR’S AND SUCH AFFILIATES’ OR SPONSOR’S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS (COLLECTIVELY, “SPONSOR PARTIES”), WILL BE LIABLE TO ENTRANT OR ANY GROUP (OR MEMBER THEREOF) OR LEGAL ENTITY ON WHOSE BEHALF ENTRANT HAS ENTERED INTO THIS AGREEMENT FOR LOST REVENUE, LOST PROFITS, LOST BUSINESS, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF A SPONSOR PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS AGREEMENT.

Indemnification. Entrant agrees to defend, indemnify, and hold harmless Sponsor, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses including court costs, third party legal fees and third party costs of investigation (“Losses”), arising from or relating to (1) a breach of Entrant’s representation, warranties, covenants or agreements in this Agreement or any Web Portal Policy (including, without limitation, a breach by Entrant’s agent), (2) any taxes or fees for which Entrant is liable, (3) any negligent or willful act of Entrant, (4) any violation of applicable law by Entrant or the Group (or any member thereof) or legal entity for whom Entrant acts hereunder, (5) any claim that the Submission infringes or misappropriates any third party intellectual property, proprietary or other rights and (6) any third party claim which, if valid, would be a

breach of any of Entrant's representations, warranties, covenants or agreements in this Agreement or any Web Portal Policy.

Mutual Right to Terminate. In the event of a breach by either party, the non-breaching party shall have the right to terminate this Agreement by written notice to the party in material breach; provided however, the written notice must articulate in reasonable detail the nature of the breach and provide the party in breach a reasonable opportunity to cure (if curable).

Sponsor Right to Terminate. Sponsor shall have the right to terminate this Agreement in Sponsor's sole discretion effective immediately upon written notice to Entrant at any time with or without cause.

Survival of Provisions. For the sake of clarity, the terms and conditions of the Agreement that by their nature require performance by either party after the expiration or termination hereof, including, without limitation, confidentiality and non-disclosure obligations, disclaimers of warranties, limitations of liability, exclusions of damages, indemnification obligations, governing law, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this Agreement shall be and remain enforceable after such termination of this Agreement for any reason whatsoever. For the avoidance of doubt, Entrant acknowledges and agrees that the grant of a license for the Sponsor, the Sponsor's affiliates and the Sponsor's and the Sponsor's affiliates' sub-licensees relating to the name, image, voice, likeness, factual biographical information and other material, information or content posted by Entrant to the Web Portal (including, if applicable, with respect to Entrant's Group (and any member thereof) or entity) shall survive the termination of this Agreement.

Governing Law. This Agreement shall be governed by the laws of the State of California (without regard to choice of law principals).

Miscellaneous

1. **Force Majeure.** Sponsor shall not be liable to Entrant for failure to perform, or the delay in the performance of, any of its obligations under this Agreement if and to the extent such failure or delay is caused by events beyond its reasonable control including, without limitation, acts of the public enemy or a governmental body in its sovereign or contractual capacity, war, fire, flood, unusually severe weather, outside electrical failure, equipment failure, the limitations or failures of third-party internet service providers and/or telecommunication providers, the performance or failures of internet service providers, or acts of terrorism, including cyberattacks on Sponsor's systems or those of third parties, including, without limitation, internet service providers and telecommunication providers, strikes or labor shortages, change in law, fire, earthquake, epidemic, pandemic or any other cause that is beyond Sponsor's reasonable control ("Force Majeure"). Sponsor shall have the right to suspend this Agreement during an event of Force Majeure and shall have the right, but not the obligation, to extend any portion of this Agreement by the length of any such suspension. Sponsor shall have the right, but not the obligation, to terminate this Agreement without any further obligation to Entrant in the event of a Force Majeure that lasts for a period of ten (10) consecutive days

or fifteen (15) days in aggregate.

2. **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, all of which shall remain enforceable in accordance with their terms. Should any of the obligations created hereunder be found illegal and unenforceable for being too broad with respect to the duration, scope, or subject matter thereof, such obligation shall be deemed and construed to be reduced to the maximum duration, scope, or subject matter permitted by law.
3. **Assignability**. Sponsor shall have the right to assign this Agreement in whole or in part, and to assign or license any or all of its rights and delegate any or all of its obligations hereunder, to any person, firm, or entity acquiring its business or assets. Entrant shall not be entitled to assign or delegate any of Entrant's duties hereunder. Any attempted assignment in violation of this Paragraph shall be null and void. This Agreement shall be binding upon and inure to the benefit of such parties and their heirs, successors, and assigns.
4. **Notices**. Unless otherwise indicated herein, any notice which either party desires or is required to send the other under or concerning this Agreement shall be in writing and personally delivered, sent via email to the email addresses on record (or, if to Entrant, notice may also be sent to any email address associated with Entrant's Submission). Any consent or approval required under the Agreement, or any waiver of a provision hereof, must be delivered in writing and personally delivered, sent via an established delivery service regularly providing proof of delivery (e.g., Federal Express) or sent via U.S. Mail, certified mail, return receipt requested and addressed to the addresses herein or on record. Such consent or approval, or waiver, shall be deemed delivered when received. Entrant shall send a copy of any such consent, approval or waiver to the Sponsor email address noted above on the same date that Entrant sends the consent, approval or waiver.
5. **Entire Agreement**. This Agreement, the appendices and addenda attached hereto and any Web Portal Policies or terms of service shall constitute the entire understanding among the Sponsor and the Sponsor's affiliates and its and their sub-licensees, on the one hand, and Entrant and, if applicable, Entrant's Group or entity, on the other hand, with regard to the subject matter hereof. Entrant hereby acknowledges that Entrant has read this Agreement, each appendix or addenda hereto and each Web Portal Policy and has sought the advice of counsel in connection with their respective terms and conditions, that Entrant fully understands their final and binding effect and that Entrant is entering into this Agreement knowingly and voluntarily.
6. **Amendments and Modifications**. Except for amendments or modifications by or on behalf of the Sponsor as provided in this Paragraph, this Agreement may not be amended or modified except in a writing signed by Sponsor and Entrant. Notwithstanding the foregoing, Entrant acknowledges and agrees that, from time to time, the Sponsor may amend or modify the terms of this Agreement and/or any policy associated with Promotion without the need for such amendment or modification to be in writing and signed by Entrant. The Sponsor may use commercially reasonable efforts to notify

Entrant of any material changes to this Agreement and/or any Web Portal Policy and Entrant acknowledges and agrees that a notice of any such amendment or modification posted to the Web Portal or sent to the Entrant's registered email address shall constitute sufficient notice to Entrant thereof. Entrant's continued access or use of the Web Portal and/or continued provision of Submissions after the date of any amendment or modification to this Agreement and/or any Web Portal Policy shall constitute Entrant's acknowledgement and agreement to such amendment or modification. Entrant shall regularly and diligently review all Web Portal Policies posted to the Web Portal and all email messages sent by or on behalf of Sponsor to Entrant's registered email account to check for any amendments or modifications to the terms of this Agreement and/or any Web Portal Policy. Should entrant not agree with any terms of such an amendment or modification, Entrant must immediately provide written notice to Sponsor of such disagreement in writing and Entrant must immediately stop accessing or using the Web Portal and/or immediately stop providing Submissions.

7. **Waiver.** No waiver or delay in enforcement of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and a waiver shall not be effective unless made in writing and signed by an authorized representative of the waiving party.
8. **Interpretation.** Unless a clear and contrary intention appears in this Agreement, any appendix, any addendum or any Web Portal Policy, (1) the singular number includes the plural number and vice versa; (2) reference to any person or entity includes such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (3) reference to any gender includes each other gender; (4) reference to any agreement, appendix, addendum, policy, document or instrument means such agreement, appendix, addendum, policy, document or instrument as amended or modified and in effect from time to time in accordance with their respective terms; (5) reference to any legal requirement means such legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any legal requirement means that provision of such legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (6) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement, its addenda, its appendices and the Web Portal Policies as a whole and not to any particular article, section or other provision hereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (8) "or" is used in the inclusive sense of "and/or"; (9) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and (10) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

9. **Rule of Construction.** Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.
10. **Headings.** The headings used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Sponsor Contact Details. City and Culture Records LLC, dba C2 Records, 6564 Loisdale Court, Suite 550D, Springfield, VA 22039. You can contact Sponsor with any questions and/or concerns here: c2records@c2records.com.