

## **Rules and Regulations**

### **Mixing Colours Video Creation - Contest**

These Rules & Regulations apply to your participation in the Mixing Colours Video Creation – contest regarding the use of the website [www.mixing-colours.com](http://www.mixing-colours.com) ("campaign website"). The personal names (e.g., participants, winners) used herein in masculine form for purely language economics purposes include individuals of each sex (m / f / d).

#### **I. Parties**

1. Organizer of the contest

Organizer of the above referenced contest is Universal Music GmbH, Stralauer Allee 1, 10245 Berlin, Germany. In addition to the above-mentioned campaign website, the organizer operates its own company website <https://www.universal-music.de/> and its official Social Media accounts (e.g. Facebook, Instagram, Twitter). Imprint as well as information on security and privacy are available at: <https://www.universal-music.de/rechtliche-hinweise/security-and-privacy>.

2. Participant

Participant is any natural person who uploads user generated content to the campaign website and thus uses the services of the organizer.

3. End User

End users are the visitors to the website(s), social media channels and other forms of publication operated by the organizer. In addition, end users may also be the visitors to the official website of the artist Brian Eno as well as the social media channels and other websites operated by the artist, provided the user-generated content is published there.

#### **II. Eligibility**

1. Any natural person resident in Germany, Austria, Switzerland, United States, United Kingdom, France, Italy or Japan is entitled to participate.

2. The minimum age for participation is 16 years. Persons under the age of 18 require the consent of their legal guardian to participate. The organizer is entitled to request at any time the minor participant / winner to prove the consent of the parent/s. If this proof is requested by the organizer and is not provided by the participant within the specified period, the organizer is entitled to exclude the minor participant / winner from the participation / the winners position.

3. Legal representatives and employees (as well as their relatives) of the organizer, of affiliated companies of the organizer are not eligible to participate.

4. The organizer is at all times entitled to exclude participants from participation in the above-mentioned competition, provided that he violates the Rules and Regulations.

#### **III. Start and End of the Contest**

1. The above-mentioned contest starts on 15 April 2020 at 10.00am German time (CET, possibly Central European summer time depending on the date). The contest ends on 31 May 2020 at 11.59pm German time (CET, possibly Central European summer time depending on the date) ("participation deadline").

2. By the participation deadline, all conditions of participation must be met in order to participate in the contest.

#### **IV. Termination and Restriction of the Contest**

1. The organizer reserves the right to restrict or discontinue individual services and functions on the campaign website at any time and without giving reasons.

2. The organizer reserves the right to cancel or terminate the contest if there are objective reasons for doing so. In such a case the participants are not entitled to any claims against the organizer.

#### **V. Participation (Necessary Actions to Participate in the Contest)**

1. To participate in the above-mentioned contest, the participant has to upload user generated content, in this case in the form of a video („user material“), to the site of third-party service providers, i.e. YouTube, Instagram or Vimeo, and provide the link to the uploaded video on the campaign website. The video needs to fit within the esthetics of the overall Mixing Colours Video Project, created by Brian Eno, whilst also offering a unique component in terms of setting / place.

2. Furthermore, the participant has to provide the following for participation in the contest: E-Mail Address. Participants are responsible for the accuracy of the contact information they provide. The organizer is not obliged to determine correct contact data.

#### **VI. Granting of Rights and Consent**

1. The organizer may adapt and use the material as part of the contest and related to the artist for the creation of videos, photos, posters, slideshows or photo walls and their publication on the campaign website, the organizer's corporate

website or its social media channels (e.g. on Facebook, Instagram, Twitter, YouTube, etc.) or related to artist events (e.g. photo or video walls during concerts).

The participant grants the following rights to the organizer and declares the following consents:

By clicking on "I accept the Rules and Regulations" and providing the user material on the campaign website:

- the participant grants the organizer, in context of the contest, the transferrable, sublicensable, non-exclusive and unlimited right in terms of territory and content, limited in time for a period of two years as of the participation deadline, to store, reproduce and adapt the uploaded user material in full or in part and free of charge (in particular to combine the user material with the music of the artist and / or to combine the material with the material of other participants in the context of a video, photos, poster or a slide show and combine it with music by the artist), in modified or unmodified form, to convert into any other technical formats, to make publicly available on the campaign website or other organizer sites or social media channels operated by the organizer or the artist;
- the participant agrees that the user material may be published, adapted or in its original, on the campaign-website or other websites of the organizer or the social media channels (including, without limitation, YouTube, Facebook, Instagram, TikTok) operated by the organizer or the artist or as part of a live performance of the artist;
- the participant confirms that he has obtained the necessary permission to do so and possesses the relevant rights to the user material.

Apart from that, all rights to the user material remain with the participant.

2. The organizer accepts the granting of rights already with the provision of the above-mentioned contest. The granting of rights takes place with effect at the time of the upload of the user material by the participant.
3. In addition, the material is only stored and processed by the organizer if and insofar as required by law for legal archiving purposes and / or insofar as this may be based on a relevant legal basis. More info on the use of the material available at: <https://www.universal-music.de/rechtliche-hinweise/privacy-notice-ugc>.

## **VII. Compliance Of Material**

1. The participant assures with regard to the provided material that
  - it is free of third party rights (e.g., copyright, privacy rights, trademark rights) or participant has obtained the express permission of the relevant rightsholder to use the material;
  - it is free of unlawful, inhuman, insulting or otherwise contrary to law or morality;
  - it complies with the youth protection regulations, in particular is free of pornographic content;
  - it does not contain any technical components (codes, viruses, executables, etc.) that could interfere with the operation of the campaign website or harm other users;
  - he is the creator / producer of the material and the sole person pictured, and in the event that other persons than the participant are depicted, that he has obtained the express consent to the comprehensive use of all depicted persons.
2. The participant further guarantees that all contents uploaded by him do not fall into the management of a collecting society (e.g. VG Bild / art) and no fees or other costs are incurred. The organizer is in no case liable for damages arising from the violation of the guarantees on the part of the participant. The participant indemnifies the organizer in this respect from all damages and claims.

## **VIII. Selection Process and Notification of the Winner**

1. The winner will be selected usually immediately after the participation deadline within 3-5 working days in the following way: at the organizer's discretion (criteria include: the video needs to fit within the esthetics of the overall Mixing Colours Video Project, created by Brian Eno, whilst also offering a unique component in terms of setting / place).
2. The notification of the winner takes place in the following way: generally, by e-mail specified by the participant.
3. The notified winner must declare acceptance of the prize by means of a clear reply in the same way the winner notification was made and no later than 10:00pm German time on the day following the day of notification; if the organizer sets a different period, the notified winner must declare acceptance of his prize by a clear reply in the same form as the winner notification within the deadline set in the winners notice (each a "acceptance period"). If the winner does not respond to the notification of the win within the acceptance period and declares his acceptance, he loses his entitlement to the prize and the organizer selects a new winner.

## **IX. Prize**

1. If the participant is selected as the winner of the contest, his video will be picked as the Official Video and will be featured as such on digital service provider to which the video is made available by organizer or artist (such as, without limitation, YouTube) with credit.

2. The prize may not be paid or transferred to other persons.

**X. Disclaimer**

1. The organizer is only liable for simple negligence in the event of a breach of material contractual obligations and limited to foreseeable damages typical of the contract. Material contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the participant regularly relies.
2. Unforeseeable system failures may lead to temporary or permanent failures of the system and to loss of data. The organizer is not liable for any damage or loss of data caused by such failures. The organizer is not liable for damages of any kind caused by other participants of the website. The limitation under this clause 2 does not apply to the cases mentioned in clause 1.

**XI. Final Provisions**

1. The use of the campaign website and the participation in the contest are free of charge for the participant.
2. Any recourse to courts of law is excluded.
3. The organizer may transfer his rights and obligations from these Rules & Regulations at any time, in whole or in part, to third parties for the purpose of carrying out the promotion.
4. German law shall apply to the Rules & Regulations, expressly excluding its choice of law rules and the UN Convention on Contracts for the International Sale of Goods.
5. If any provision of the Rules & Regulations is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.
6. The participant may can download these Rules & Regulations in PDF format, either by selecting this via the options of his browser or by right-clicking on the drop-down menu and clicking on "Save as".

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