

Soundfly Remix Competition Terms

SUMMARY

Soundfly Inc. (“Soundfly”) is pleased to bring this “Remix” competition to the Soundfly music education community. Here at www.soundfly.com (our “Website”) you may enter the song competition (the “Competition”) by submitting songs for judging to win the prizes outline below.

In order to enter the Competition, contestants must be Soundfly subscribers and are required to submit songs as outlined below. Submitted songs are judged in accordance with the standards set forth below with a certain number of winners, as specified in the rules, winning 1st and two runners-up place prizes as outlined below.

Our official Competition rules are as follows:

OFFICIAL COMPETITION RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE REGISTRATION OR BONDING REQUIRED.

These Official Rules (the “Rules”) govern your participation in the Competition. Participation in the Competition constitutes your full and unconditional agreement to and acceptance of these Rules as well as the Website’s [terms of service](#) and [privacy policy](#) (together the “Terms”), so, it is important that you read and understand them. To the extent there is a conflict between these Rules and the Terms, these Rules will govern.

1. Summary of Material Terms. As provided in greater detail in these Rules (and without limiting the express language of these Rules), you acknowledge the following:

- a. You grant us a perpetual, irrevocable, non-exclusive license to copy, use, display, publicly perform, reproduce, create derivative works and otherwise exploit any songs or other content (the “Entry”) you submit to the Website for the purposes of the Competition.
- b. You may only submit your Entry to us in compliance with these Rules and the Terms.
- c. You may not use any third party’s content in your Entry unless you have the express permission of that third party or the content is in the public domain.

2. Sponsor. The Competition is sponsored and run by Soundfly Inc. (262 Bond Street, #1F, Brooklyn, NY 11217) (the “Sponsor”).

3. Entry Period. The Competition shall commence on July 25, 2022 and final Entries must be submitted no later than September 17, 2022 (11:59 pm EST). Winners will be announced on September 23, 2022.

4. Eligibility. The Competition is offered only to Soundfly registered users, natural persons at least 18 years of age and at least the age of majority in the person's jurisdiction of residence as of the date of entry and that such person's jurisdiction of residence is in the United States (void where prohibited by any specific state or local regulation, rule, and/or ordinance). Employees, independent contractors, officers, and directors of Sponsor, their respective shareholders, agents, representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors ("Sponsor Parties"), and the immediate family members and persons living in the same household of such persons, are not eligible to participate in the Competition.

5. How to Enter. To enter the Competition, you must submit your Entry, **up to three (3) remixes consisting of stems (individual music tracks provided by Soundfly)**, by linking to the Entry (which should be hosted on a third party server) on the Website.

6. Qualification. To be eligible for a prize (described in Section 10), an entrant must comply with all provisions of these Rules and the Terms. Sponsor reserve the right to ask you for evidence of such compliance. Sponsor reserve the right to evaluate each Entry's eligibility under the Rules and any and all other applicable laws. Entries may be disqualified from the Competition for violation of the Rules or Terms at Sponsor's discretion.

7. Format of Entries; License Grant. By entering this Competition, you agree: (a) that Sponsor have the right to use your Entry and your name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising for and by Sponsor, and in connection with this Competition or other promotions by Sponsor as Sponsor see fit without any further notification or compensation to or of you; (b) that Sponsor have no obligation (express or implied) to use any Entries in any manner and you will not be entitled to any damages or other relief by reason of Sponsor's use or non-use of an Entry; and (c) to be bound by these Rules and the Terms. By entering this Competition, you agree to sign and deliver to Sponsor such documents as Sponsor may reasonably require to effectuate the rights and obligations granted in these Rules and that submission of such documents may be made a prerequisite to your collecting any prize from a winning the Competition.

8. What Others May Do With Your Entries. All eligible Entries will be made available to the Competition judges. As well you grant Soundfly the rights as set forth in Section 1(a) above.

9. Third Party Sites. To the extent that you upload your Entry to YouTube, Soundfly, or some other third party hosting website (a "Third Party Site") as part of submission to the Competition, you acknowledge and agree that you will abide by such Third Party Site terms and that you hereby release and will hold Soundfly and the Sponsor harmless from any claims and/or damages arising from your use of a Third Party Site. FOR THE AVOIDANCE OF DOUBT, SOUNDFLY AND THE SPONSOR HEREBY DISCLAIM ANY AND ALL RESPONSIBILITY FOR THE ACTIONS OF ANY THIRD PARTY SITE THAT A COMPETITOR UTILIZES IN CONNECTION WITH A COMPETITION WHETHER OR NOT THE COMPETITION REQUIRES A COMPETITOR TO UTILIZE ANY SPECIFIC THIRD PARTY SITE AS PART OF ENTRY TO THE COMPETITION.

10. Prizes. The following prizes will be awarded:

(a) First Place:

- a. Arturia Prophet V emulator
- b. Kilohearts ultimate bundle
- c. Com Truise's d16 favorites (Toraverb 2, Devastor 2, Decimort 2, Antares)
- d. The entire Samples from Mars sample collection
- e. \$100 credit to Soundfly.com
- f. Flypaper feature
- g. A 10-minute one on one call with Com Truise
- h. Written feedback on your track from Com Truise

(b) Runners Up (2 will be selected):

- a. \$50 credit to Samples from Mars
- b. Disperser plugin from Kilohearts
- c. \$100 credit to Soundfly.com
- d. Flypaper feature
- e. A 10-minute one on one call with Com Truise

11. Judging. The Soundfly takes judging very seriously. The Soundfly judges understand their fiduciary duty to the competitors. All judges are trained prior to the Competition. All Entries will be judged by the Soundfly Team and Com Truise according to how well they incorporate concepts from the course, such as washy synths, retro-sounding beats, and interesting production, and their own personal originality and artistry.

12. Final Decision. All grading decisions are final. Judges may disqualify any Entry that is, in judges' discretion, inappropriate, offensive or demeaning to Sponsor's reputation or goodwill, or contrary to Sponsor's mission or these Rules. Once the grading of the Entries is complete, Soundfly will notify the winners via email using the information submitted by the entrants as part of their Website registration. If a winner fails to respond within 5 business days of the date of the notification, that winner will be disqualified and the next highest scoring contestant will be selected as an alternate winner for the applicable prize and notified according to this procedure.

13. Indemnification. By submitting an Entry, you agree to indemnify, defend, and hold Soundfly and the Sponsor harmless from: (a) any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by you of the terms and conditions of these Rules, including any representations and warranties; (b) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (c) any condition caused by events beyond Sponsor's control that may cause the Competition to be disrupted or corrupted; (d) any printing or typographical errors in any materials associated with the Competition; and (e) any other losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Competition or acceptance of any prize, including without limitation, personal injury, death, and property damage, and claims based on third party intellectual property rights, publicity rights, defamation, or invasion of privacy.

14. General Terms and Conditions. Sponsor reserves the right, in its sole discretion, to suspend or cancel Competition at any time if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Competition. Sponsor may revise these Rules at any time in its sole discretion by posting an updated version. Any Rules will be effective upon posting, and your continued participation in the Competition after a change to these Rules constitutes your binding acceptance to these Rules. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of participant and Sponsor in connection with the Competition, will be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in New York, New York, and you agree and submit to the personal and exclusive jurisdiction and venue of these courts. The Sponsor is an express third party beneficiary of Sections 13 and 14 of these Rules.

15. Winners List/ Rules. A copy of these Rules and a winners list may be obtained by sending an email request to info@soundfly.com. Requests for winners list must be received no later than sixty (60) days from the winner announcement date.

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