

## TERMS & CONDITIONS

By uploading your video for consideration for the 2016 SDMEA Virtual Choir, you are accepting these terms & conditions so please read them carefully.

### 1. YOUR LICENCE TO US

1. By uploading your Videos to YouTube for consideration, you irrevocably grant us a worldwide non-exclusive, royalty free license (where relevant, by way of present license of present and future copyright) to:

1. copy, reproduce, adapt, translate, alter, rearrange, edit, cut, dub or subtitle in any language, and add to or delete from your video (including without limitation the right to extract audio only or picture only content from your Video), in any way whatsoever, for the purpose of making and producing, advertising, promoting, publicizing, broadcasting, exhibiting, distributing, exploiting and communicating to the public the "Video", and to include your Video (or any such altered or edited version of your video) in the "Video" whether as a single sequence or a series of sequences and preceded or followed by and interlaced with such other content as we determine in our sole discretion;

2. advertise, promote, publicize, broadcast, exhibit, distribute and exploit the "Video" (and any clips from the "Video") incorporating your Video, or any such altered or edited version of your Video, throughout the world in perpetuity in all media and by any and all means now known or devised in future and

3. communicate your Video, or any part thereof, to the public via the SDMEA Virtual Choir Channel, or by any other means, including without limitation for promoting and redistributing part or all of the SDMEA Virtual Choir Channel in any media formats and through any media channels.

2. You agree to give to us all physical materials and copies of materials relating to your Video. We will not return to you any physical materials and copies of materials relating to your Video delivered by you to us and we shall have no liability to store or retain the same and shall have no liability whatsoever to you arising from the destruction or loss of the same by us or any third party.

3. IF YOUR VIDEO (OR ANY PART OF IT) DOES NOT APPEAR IN THE "VIDEO" OR IN ANY DERIVATIVE VIDEO MATERIAL OR ON THE VIRTUAL CHOIR CHANNEL, THE LICENCE IN THIS CLAUSE 1 WILL NOT APPLY.

## 2. MORAL RIGHTS AND WAIVER OF CLAIMS

### 3. REMUNERATION

4. In this clause 1 the expression "Video" also includes any teasers, advertising or promotional material, DVD "extras", bonus materials, electronic press kits, making-of film, documentary or other production based on, or relating to such film, or any other material connected with advertising, promoting or exploiting such film (together "Derivative Video Material").

1. If your Video (or any part of it) is included in the "Video" and/or any Derivative "Video" Material or on the Virtual Choir Channel, to the fullest extent permitted by applicable law, you irrevocably waive the benefits of and agree not to assert or exercise and waive and release SDMEA and University of Sioux Falls from any and all claims that you may now or hereafter have in any jurisdiction based on any provision of law known as "moral rights" or any similar rights or unfair competition with respect to SDMEA and University of Sioux Falls' exploitation of your Video without further notification or compensation to you of any kind, and you agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against SDMEA and University of Sioux Falls or any other person in connection with your Video, the "Video" or any Derivative "Video" Material, on the grounds that any use of your Video or any derivative works thereof, infringe or violate any rights of you and/or any participant therein.

2. You warrant that neither you nor any other person will make any objection in the future to your Video (or any part thereof) being included in the "Video" and/or the Derivative "Video" Material and irrevocably waive and release us from all and any liability of whatsoever nature following from or arising as a result of the inclusion of your Video (or any part thereof) in the "Video" and/or any Derivative "Video" Material including by way of illustration claims in respect of or invasion of privacy, defamation or breach of any personal or property rights.

1. Inclusion of your Video in the "Video" and/or any Derivative "Video" Material and/or on the SDMEA Virtual Choir Channel will be deemed sufficient consideration for all rights granted to us under these Official Rules and Terms and neither you nor any other person shall be entitled to any further sums whatsoever in connection with any exploitation of the rights granted to us under these Official Rules and Terms.

2. Inclusion of your Video in the "Video" and/or any Derivative "Video" Material and/or on the SDMEA Virtual Choir Channel shall constitute equitable remuneration in respect of rental and lending rights and cable retransmission rights and any similar rights to which you may now or shall subsequently become entitled under the laws

### 4. NO OBLIGATION

5. BREACH OF OFFICIAL RULES AND TERMS AND LIABILITY of any country in connection with the exploitation of the "Video" and/or any Derivative "Video" Material.

1. We shall be under no obligation to include your Video in the "Video" or in any Derivative "Video" Material or on the Virtual Choir Channel or, having made the "Video" or any Derivative "Video" Material including your Video, to broadcast, exhibit or exploit the "Video" or any Derivative "Video" Material and shall have no liability whatsoever arising out of the foregoing.

2. We will not enter into any correspondence in relation to the selection of the content included in the "Video" or in any Derivative "Video" Material.

1. YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES AND TERMS, AGREE TO BE BOUND BY THE DECISIONS OF UNIVERSAL MUSIC OPERATIONS LIMITED, WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THIS PROJECT, AND AGREE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR (AND YOU HEREBY IRREVOCABLY RELEASE THEM FROM LIABILITY FOR) ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY ENTRY MATERIAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION YOUR CREATION OF YOUR VIDEO), ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SDMEA and University of Sioux Falls RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE REVIEW OF ANY VIDEO BY THE CONTEST ADMINISTRATOR, YOU UNDERSTAND AND AGREE TO BEAR SOLE LIABILITY FOR THE CONTENTS OF YOUR VIDEO AND AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF

6. PRIVACY – PERSONAL DATA

7. ASSIGNMENT OR SUB-LICENCE

8. ENTIRE AGREEMENT & GOVERNING LAW

ANY THIRD PARTY'S CLAIM OR DEMAND RELATING TO THE CONTENT OF YOUR VIDEO.

2. You hereby acknowledge and agree that the relationship between you and Universal Music Operations Limited is not a confidential, fiduciary, exclusive or other special relationship, and that your decision to submit your Video in connection with the "Video" does not place Universal Music Operations Limited in a position that is any different from the position held by members of the general public with regard to elements of your Video, other than as set forth in these Official Rules and Terms.

1. When creating your Video, you hereby undertake to comply with the provisions of the UK Data Protection Act 1998 (as amended or re-enacted from time to time, the "DPA") and any related legislation, and any analogous legislation applicable in any other jurisdiction, insofar as the same relates to the provisions and obligations of these Official Rules and Terms.

2. For the purposes of the DPA and any related legislation, and any analogous legislation applicable in any other jurisdiction, you agree and give your consent to the holding and processing of personal data, including sensitive personal data as such terms are defined in the DPA, relating to you (including without limitation the data referenced in clauses 3, 6 and 7 above) by us and any companies in the same group as us or under common control or ownership with us and, where relevant our and their respective employees, agents and advisers, solely for purposes connected with these Official Rules and Terms (including without limitation the enforcement of the same), the "Video", the Derivative "Video" Material and to ensure compliance with our legal and regulatory obligations.

1. We shall be entitled to assign, license, charge or deal in any other manner with these Official Rules and Terms or our rights and benefits under these Official Rules and Terms (in whole or part) to any third party.

2. You shall not be entitled to assign, license, charge or deal in any other manner with these Official Rules and Terms or your rights and benefits under these Official Rules and Terms to any third party without our prior written consent.

1. These Official Rules and Terms (together with all information provided by you at the point of submitting your Video to YouTube) constitute the entire agreement between you and us and replaces, supersedes and cancels all prior agreements between you and us relating to the subject matter of these Official Rules and Terms.

2. English law shall apply to these Official Rules and Terms (including non-contractual obligations arising out of or in connection with them) and you and we irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with these Official Rules and Terms (including non-contractual disputes or claims). Service of process in any judicial or other proceeding against you may be made by personal delivery (including by courier) or by post (by airmail if sent overseas) to the address provided by you to us under clause 6.2 (or such other address as you may notify to

us in writing from time to time) and shall be deemed effected when left at the relevant address (in the case of personal delivery (including by courier)) or two (2) days after posting (if sent by post other than airmail) or six (6) days after posting (if sent by airmail). Each of you and we waive application of the procedure for service of process pursuant to the Hague Convention For Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

#### 9. SEVERABILITY

If any provision of these Official Rules and Terms is invalid, void or unenforceable under the law, rules or regulations of a particular country, such provisions shall in no way affect any other provision of these Official Rules and Terms, the application of such provision in any other circumstance or the validity or enforceability of these Official Rules and Terms and such provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements of the relevant jurisdiction.

#### 10. CANCELLATION

The Contest Entities may cancel, modify, or suspend the Contest (or any portion thereof) due to a force majeure event or any other event in Universal Music Operations Limited's sole discretion. In the event of termination, the Project Administrator reserves the right, at its sole discretion to select Videos for the "Video" from among all eligible Videos received up to the time of such action using the judging procedure set forth herein.