

## **TEDDY SWIMS “LOSE CONTROL” DJ CHALLENGE” OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TIKTOK.**

### **1. INTRODUCTION**

These terms and conditions (these “Terms and Conditions”) govern your (“you”, “your”, or “Entrant”) participation in the ‘Teddy Swims “Lose Control” DJ Challenge’ (the “Contest”) operated by Beatsource, LLC (“Beatsource”) in collaboration with Warner Records (“Label”) (together the “Sponsors” and each a “Sponsor”). By entering the Contest, you agree that you have read these terms and agree to be bound by them. Please read carefully, as these terms form a binding legal agreement between you and Sponsors.

### **2. ENTRY PERIOD:**

The Contest consists of certain phases as set forth below:

Submissions for the Contest (each, an “Entry”, collectively, the “Entries”) will be accepted from March 6, 2024, to March 15, 2024 (the “Entry Period”). Entries received before or after the Entry Period will not be accepted or eligible to win. Sponsors’ clock is the official clock of this Contest.

**NOTE: ALL DATES ARE SUBJECT TO CHANGE AT SPONSORS’ SOLE DISCRETION. PLEASE REFER TO THE SPONSORS’ APPLICABLE SOCIAL MEDIA POSTS FOR ACTUAL DATES. IF ANY DATES COMMUNICATED TO ENTRANTS VIA SPONSORS’ SOCIAL MEDIA POSTS ARE DIFFERENT THAN THOSE POSTED HERE, THE APPLICABLE SOCIAL MEDIA POST WILL BE THE TRUE AND ACTUAL DATE.**

### **3. ELIGIBILITY:**

This Contest is open to the world. To enter this Contest, you are required to be eighteen (18) years of age or older and have the legal capacity to enter into a binding contract in the jurisdiction in which they reside at the time of entry, or, if under the age of eighteen (18), you must obtain consent from a parent or a legal guardian to enter into this Contest. You may only enter as a solo act.

In addition, the Contest is not open to employees of Sponsors, or any of the companies offering a Prize for the Contest, any advertising, promotion, production or publicity agency doing business with any of the above, or any of their respective parents, subsidiaries, and affiliated companies, or any member of the immediate family or individual living in the same household of such employees (whether related or not) or of anyone connected with the administration of the Contest.

The Sponsors may prohibit any Entrant from participating in or winning the Contest if, in Sponsors’ sole discretion, Sponsors determine the Entrant is attempting to undermine the legitimate operation of the Contest by (i) cheating, deceiving, or utilizing other unfair practices; (ii) violating these Terms and Conditions; (iii) refusing to accept any Prizes or complete any obligations therefor; (iv) submitting an Entry which violates the copyright of another; or (v) acting in any disruptive manner during, or after, the Contest. By submitting an Entry, the Entrant accepts the terms of these Terms and Conditions and agrees to be bound by the decisions of the Judges (as defined below), which will be final. To be eligible to enter this Contest, you warrant and represent that your Entry:

- a) is submitted in good faith;
- b) utilizes the Track for purposes of entering into this Contest on Instagram and as permitted by these Terms and Conditions only, with any further use requiring the express, written consent of Label;

- c) does not infringe any third party’s intellectual property rights or contain unlicensed material or samples;
- d) is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic, sexual, or illegal, as determined by Sponsor; and,
- e) complies with these Terms and Conditions.

By entering this Contest, you hereby accept and agree that Label may exploit your Entry (including any remixed elements of the Track embodied therein) in any media, now known or hereafter devised, throughout the world, in perpetuity. This includes, but shall not be limited to, the right to reproduce, distribute, publicly perform, publicly display, and create derivative works based on the remix embodied in your Entry.

#### 4. HOW TO ENTER:

In order to be considered a valid Entry, you must perform the following during the Entry Period in accordance with the Entry Requirements/Restrictions set forth herein:

- a) record a video no more than (60) seconds in length (the “Video”) of you performing a live mix of the track “Lose Control” by Teddy Swims (the “Track”) and upload the Video to your Instagram or TikTok, during the Entry Period; and,
- b) includes the hashtag #LoseControlDJChallenge and tags @beatsourceofficial and @teddyswims in the Instagram post.

Any attempt by an individual to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of these official Terms and Conditions and cause for disqualification. The Contest is subject to all applicable federal, state and local laws and regulations. You agree to be bound by all decisions of Sponsors, which are binding and final. Label shall have the right, in its sole discretion, to prompt the removal of any Entry embodying the Track from Instagram and TikTok and in accordance with Instagram’s and TikTok’s policies.

#### 5. JUDGING CRITERIA

From all Entries submitted during the Entry Period, the Sponsors will adhere to the following selection process:

- a) Beatsource shall elect a panel of judges (the “Judges”) to determine a winner (“Winner”) from all eligible Entries to the Contest upon the conclusion of the Entry Period
- b) Entries shall be judged on creativity, technicality, and originality; and,
- c) Winner shall be announced via Beatsource’s officially-branded Instagram account on March 18, 2024 (the “Winner Announcement Date”).

#### 6. PRIZES:

The Winner will receive the following prizes (the “Prize(s)”):

Prize	Value	Provided By
Pioneer DJ DDJ-REV7	\$2,000	Beatsource
Teddy Swims Merchandise	\$1	Label
One (1) autographed Teddy Swims vinyl record	\$1	Label

One (1) three (3) month subscription to Beatsource Pro+	\$105	Beatsource
One (1) three (3) month subscription to DJCity	\$90	Beatsource

Prizes may be substituted for a prize of equal value if any Prize is unavailable at time of Contest's conclusion or if the cost of shipping to Winner's location makes the identified Prize prohibitive, at Sponsors' discretion. All estimated values are provided in USD. In order to accept the above Prizes, Winner must be able to verify proof of age in order to accept the Prizes, and if under eighteen (18) years of age, the Winner must provide proof of consent by either a parent or legal guardian to Sponsors.

All incidental expenses not expressly set forth in the Prizes will be Winner's responsibility. No transfer or cash substitution of Prizes is permitted. Any taxes owed as a result of winning are the sole responsibility of the Winner.

#### **7. NOTIFICATION OF WINNER:**

The Winner will be contacted by Beatsource on or around the Winner Announcement Date via Beatsource's official-branded Instagram account. If Winner fails to respond to Beatsource's attempt to contact Winner within five (5) days, Winner may forfeit their right to receive the Prizes and another Entrant will be selected as the Winner.

#### **8. RELEASE AND INDEMNITY:**

It is expressly understood that the Sponsors are under no obligation to you other than as expressly set forth in these Terms and Conditions. Sponsors shall not be responsible for any damages, taxes, or expenses that a Winner may incur as a result of this Contest or receipt of the Prizes.

You agree to release, indemnify, defend and hold harmless Sponsors, their respective licensees, franchisees, affiliates, parent companies, subsidiaries, successors and their respective directors, officers, employees, and advertising and production agencies from all claims, losses, liabilities and demands arising out of or in connection with (i) your participation in the Contest, (ii) your acceptance, possession, or use of the Prizes, and, without limiting the generality of the above, from any loss of or damage to property or injury or death to any person while using the Prizes or participating in the Contest, or (iv) any claim that your Entry or Sponsors' use or commercialization of the Entry violates any copyright, intellectual property right or other proprietary right of any party.

Sponsors are not responsible for phone, network, electronic or computer hardware or software failure or technical failures of any kinds, lost or unavailable network connections, incomplete, garbled or delayed computer transmissions, whether caused by Sponsors, or another party, or by any of the programming or equipment associated with or utilized in the promotion or by any technical or human error which may occur in the processing of which may damage a user's system or limit your ability to participate in the Contest.

If for any reason your Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is the opportunity to provide another Entry to the Contest, provided the Entry Period has not expired.

#### **9. DATA PROTECTION AND PUBLICITY:**

No Data is being collected for the purpose of this Contest, except that of the Winner. Winner's information shall only be retained for the purpose of delivering the Prize.

Sponsors shall take reasonable steps and technical measures by using security software to prevent any personal data from being misused.

## **10. LIMITATION OF LIABILITY:**

Sponsors reserve the right to cancel or modify the Contest (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Contest or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest, as determined by Sponsors and, in their sole discretion. Sponsors reserve the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Terms and Conditions.

## **11. PRIVACY:**

By entering the Contest, you grant your express permission to be contacted by Sponsors via Sponsors' Instagram channels.

## **12. MODIFICATION OR WAIVER:**

Only an authorized officer of Sponsors shall have the right to modify or amend these Terms and Conditions. As such, Sponsors reserve the right to modify these Terms and Conditions for any reason, or no reason at all, at any time. Likewise, Sponsors reserve the right in their sole discretion to cancel or suspend the Contest at any time for any reason, or no reason at all.

Sponsors' failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that or any other provision.

## **13. MISCELLANEOUS**

You agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or the Prizes awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the United States District Court for the State of California, or the appropriate California State Court located in Los Angeles, California; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but you may not recover any attorneys' fees, costs, punitive, incidental or consequential damages; and (iii) to the extent not prohibited by applicable law, you waive any right to a jury trial in any forum in respect to any issue, claim or cause of action arising out of or based on the subject matter hereof. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of you and Sponsors connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules. The Contest is void where prohibited, restricted or regulated by law. Failure by the Sponsors to enforce any of its rights or these Terms and Conditions at any stage does not constitute a waiver of those rights. You hereby represent and warrant that you have read these Terms and Conditions and are fully familiar with the contents.