

TERMS AND CONDITIONS OF THE
BOSE x NME C24 MIXTAPE CAMPAIGN
(THE “CAMPAIGN”)

Participation in the Campaign is subject to the terms and conditions set out below (“Terms and Conditions”). By providing your details, you confirm your agreement to be bound by and or participate in the Campaign in accordance with these Terms and Conditions.

1. The Campaign is organised and promoted by NME Networks Media Limited (“Organiser”) and is made available via the BandLab service (the “Service”) operated by BandLab Singapore Pte Ltd (“BandLab”). The Campaign is based on skill and the Organiser is the legal sponsor and administrator of the Campaign.
2. The Campaign is open to all individual users of BandLab worldwide (each, a “Participant”). Participant must be at least the age of majority in their jurisdiction of residence to participate in the Campaign, or, if Participant is under the age of majority, they must have the approval of their parent(s) or legal guardian(s) to participate in the Campaign and their parent(s) or legal guardian(s) must have also read and agreed to these Terms and Conditions. Participants must have access to the Internet.
3. Participation in the Campaign is subject to these Terms and Conditions, the BandLab Terms of Use (which can be accessed at <https://blog.bandlab.com/terms-of-use>), and such other rules, regulations, and procedures prescribed by BandLab or the Organiser in relation to the Campaign. In the event of any inconsistency between these Terms and Conditions and the BandLab Terms of Use, these Terms and Conditions shall prevail. Any failure to comply will result in the Participant being disqualified.
4. Participant acknowledges that the Campaign is an opportunity to make a submission of the Track (as hereinafter defined) for inclusion into the C24 Mixtape, a continuation of the iconic C-Series – a collection of mixtapes championing the most exciting and original new musical talent of their respective eras..
5. By submitting a Track, the Participant confirms and, where applicable, represents, warrants and undertakes as follows:
 - (a) personal information they have provided is true, correct and complete, and they are not assuming a false identity;
 - (b) all works used in the Track are: (i) the original works of the Participant and free of any encumbrances; and/or (ii) works are in the public domain, and in any case the Track and BandLab and Organiser’s use of the Track will not violate, conflict with, or infringe upon any rights whatsoever of any entity or individual;
 - (c) no assignment or exclusive licence has been or will be made or granted in respect of any rights to the Track which will prevent the Organiser,

BandLab or any third party from using the Track as set out in these Terms and Conditions;

- (d) Participant has the right to enter into these Terms and Conditions and grant all rights granted hereunder, without restriction of any third-party person or agreement;
 - (e) Participant will execute, and will ensure that any third parties execute, any documents necessary to grant the rights to the Track as set out in these Terms and Conditions; and
 - (f) Participant will not do anything in connection with the Track that may be deemed unlawful, abusive, libelous, defamatory, pornographic or obscene, or will promote or incite harassment, violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation or that may bring the Organiser, BandLab or their affiliates into disrepute.
6. The Campaign starts on Tuesday, March 12, 2024, 6PM PST and ends on Monday, April 8, 2024, 9AM PST. No submissions will be accepted after the Campaign closes for whatever reason.
 7. To enter the Campaign, each Participant is to submit an original track of at least a minimum duration of 2 minutes ("Track"). The Track may either be:
 - (a) private (i.e. the Track must not be available on other digital service providers' services or platforms or anywhere other than the Service); or
 - (b) public so long as such Track is removed from Participant's profile and exclusive to the C24 Mixtape from the date of its selection through to one (1) month after release of the C24 Mixtape if the Participant is selected as the Selected Participant (as hereinafter defined).
 8. Participants may submit multiple Tracks. BandLab and Organiser reserves the right to reject any Track it deems inappropriate in its sole discretion at any time without prior notice.
 9. The Organiser and Bandlab cannot accept responsibility for submissions of Tracks onto the Service that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
 10. The Organiser will curate the submissions and select one (1) Participant ("Selected Participant") based on his/her Track's overall merits taking into consideration originality, creative and innovative elements in composition and structure, quality and technical proficiency, and overall impact of the Track.
 11. The Selected Participant for the Campaign will:
 - have his/her Track featured on the C24 Mixtape which will be released across all digital platforms as well as on limited edition vinyl and cassette;

- get US\$2,000 for usage fees for the Track and a BOSE goody bag;
 - be interviewed for a feature with NME that is available online and within the C24 special edition print magazine;
 - have a photoshoot for such feature which will also include shots with BOSE products; and
 - execute, and will ensure that any relevant third parties execute, any documents as imposed by Organiser for his/her Track to be featured on the C24 Mixtape.
12. Announcements of the Selected Participant will be made on the Service in May, 2024.
 13. Where the Organiser or BandLab reasonably incur any costs directly as a result of a: (a) Participant breaching these Terms and Conditions; or (b) Track infringing third party rights, in each case the Participant hereby confirms that it will be liable for such costs incurred. Without limiting the foregoing, Participant agrees to hold the Organiser, BandLab, and their respective employees, owners, shareholders, officers, contractors, representatives, agents, successors, licensees and assigns harmless from and against all damages, losses, costs and expenses (including reasonable attorney's fees and costs) which the Organiser, BandLab, or any of their successors, licensees or assigns may suffer or incur by reason of the breach or threatened breach by Participant of any of the covenants, representations and/or warranties made by Participant hereunder.
 14. By engaging in the Campaign and to the extent permitted by applicable laws, notwithstanding anything contained in BandLab's Terms of Use (i.e. with respect to Participant's rights in any music created or submitted using the Service), Participant, for good and valuable consideration, including the right to participate in the Campaign, sufficiency of which is hereby acknowledged, hereby grants to the Organiser, BandLab and (a) the non-exclusive right (but not the obligation) to reproduce, publish, distribute, use, cut, store, publish, post, exhibit and/or otherwise exploit the Tracks and all materials submitted in connection with the Campaign, in whole or in part, in perpetuity; and (b) an exclusive right for a period of one (1) month after release of the C24 Mixtape, to prohibit other exploitation of the Tracks and all materials submitted in connection with the Campaign, as such rights may be conferred upon Participant under any applicable laws, regulations or directives, in any and all media, now known or hereafter devised, throughout the universe, in all configurations as the Organiser determines in its complete and sole discretion.
 15. If you are a Participant located in Singapore, an entry of a Submission by the Participant is consent provided to the Organiser and BandLab under the Singapore Personal Data Protection Act 2012 for the collection, use and disclosure of the Participant's personal data by/to the Organiser and BandLab, the sponsoring companies, and other third parties promoting and/or organising the Campaign for the purposes of administering the Campaign,

and research and analysis.

16. Participant personal data will be processed in accordance with and, where applicable, the Participants agree to be bound by the terms of the Organiser's privacy policy (which can be accessed at <https://nmenetworks.com/policies/nme-networks-privacy-policy>) and the BandLab Privacy Policy (which can be accessed at <https://blog.bandlab.com/privacy-policy/>).
17. Participant hereby grants BandLab, the Organiser and each of their affiliates an irrevocable licence to use their name, likeness and other characteristics worldwide for advertising and promotional purposes in connection with the Campaign and the Track without additional authorisation, notice or compensation, unless prohibited by law.
18. The Organiser and BandLab reserve the right, without any liability on their part whatsoever, to cancel, postpone, terminate, suspend or in any other way cease the Campaign at any time without prior notice. Failure or delay of the Organiser or BandLab to enforce a certain provision of these Terms and Conditions shall not constitute a waiver of such provision.
19. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these Terms and Conditions apply to the Campaign. Neither the Organiser nor BandLab will be liable for personal injury, loss or damage of any kind, whether direct or indirect, related to the Campaign except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.
20. Unless prohibited by applicable law, these Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore. The Participants agree to submit to the exclusive jurisdiction of the courts of Singapore. No provisions of these Terms and Conditions are intended to affect statutory rights afforded to consumers in their country of residence. These Terms and Conditions and each provision contained herein will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this certificate shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this certificate which will remain in full force and effect. To the extent any provision of these Terms and Conditions has such an effect, it should be considered as not applicable to Participants resident in that country.