
CONTEST OFFICIAL RULES TEMPLATE

NO PURCHASE NECESSARY.

The Smith & Meyers Spotify Canvas Contest (Contest) begins at 12:00:01 AM Eastern Time ("ET") on October 28, 2020 and ends at 11:59:59 PM ET on January 15, 2021 (the "Entry Period").

ELIGIBILITY: Contest is open to legal residents of the 50 United States (including the District of Columbia) age 18 or older at time of entry (collectively the "Contestant"). Void where prohibited by law. Employees of Atlantic Records (the "Sponsor") and its respective parent, affiliates, subsidiaries, agents, advertising and promotions agencies, suppliers, distributors or retailers, artists and any other individual or company involved in the development or execution of the Contest (collectively the "Released Parties"), and their immediate families and household members, whether or not related, are not eligible to enter. Family and Household Members of such individuals are also not eligible. For purposes of the Contest, "Household Members" shall mean those people who share the same residence at least three months a year and "Family" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. The Contest and any website pages and advertisements relating thereto are only intended for viewing within the 50 United States (including the District of Columbia). By participating in the Contest, you represent and warrant that you meet the eligibility requirements and acknowledge that failure to meet all eligibility requirements will disqualify you from participating in the Contest.

HOW TO ENTER THE CONTEST:

- 1. Create an original Spotify Canvas artwork for the Smith & Meyers song "Not Mad Enough" ("Artwork").**
- 2. Upload your Artwork on the website located at: _____, alongside Entrant's name and email address.**

Your Artwork submitted according to steps above will be referred hereafter as an "Entry." **Limit: one (1) Entry per Contestant.** If it is found a Contestant has submitted more than one Entry, the Sponsor will consider the first Entry submitted as the eligible Entry from that Contestant. Use of automated processes or repetitive submission of the same Entry is not permitted. Released Parties are not responsible for any changes or effects caused to Contestant's smartphone or electronic system as a result of submitting an Entry. The Sponsor reserves the right in its sole discretion to disqualify any individual that tampers with the operation of the Contest or violates these Official Rules. Entries subject to all notices posted online including Sponsor's privacy policy and these Official Rules.

Sponsor is not responsible for any typographical, printing, or other errors; or for Entries that are late, lost, incomplete, contain inaccurate information, misdirected (whether by human or technical error), stolen, garbled, undelivered, delayed, damaged, and/or any combination thereof. Entries received will not be acknowledged.

ENTRY GUIDELINES: Entries must comply with the following content guidelines to be eligible. Entries cannot:

- Be sexually explicit, or derogatory of any ethnic, racial, gender, or religious group, be profane or pornographic, or contain nudity.
- Promote alcohol, legal or illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous.

- Defame, misrepresent or contain disparaging remarks about the Sponsor, other people and/or companies;
- Contain any prominent use of trademarks, logos, landmarks, or copyrighted materials owned by others as determined by Sponsor (except for content approved by Sponsor and/or Artist for this Contest), or contains the personal information of any third party. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Contestant at any time.
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and/or its Artists wishes to associate.
- Impersonate any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity, without such person or entity's prior written consent.
- Constitute personally identifying information or other personal or identifying information about you or any individual.
- Encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, or could violate any law, or that could otherwise be considered inappropriate.
- Constitute a virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, the site where Entries will be uploaded, or any hardware, software, or equipment.
- Constitute any advertising, promotional material, or other form of solicitation or constitutes any material, non-public information about a company.

ARTWORK MUST:

- Be original artwork and not copied from any other work and must not infringe upon the rights of any third party (except for those expressly granted by the Sponsor for this Contest), has not been exploited prior to this Contest. For any content for which you did not create, it is your responsibility to obtain all required rights prior to submission of the Entry. By submitting an Entry, you, the Contestant, confirm that you have the rights to use and publish your Entry, including without limitation, master use, mechanical license, public performance, new media, publisher, and synchronization rights and Contestant can make written copies of such permissions available to the Sponsor upon request.
- Have not been previously published, submitted, or otherwise used for any other commercial purpose or similar competition(s).

At Sponsor's sole discretion, if an Entry includes any of the prohibited elements listed above, the Entry may be disqualified, along with the Contestant who submitted it. The above list is not intended to be exhaustive; the Sponsor may disqualify any Entry if it contains content the Sponsor deems, in its sole discretion, to be offensive or obscene in any way, or not in compliance with these Official Rules. Entries will not be received or held "in confidence" and a submission does not create a confidential relationship or obligation of secrecy between you and the Sponsor or any of its affiliates.

Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor is under no obligation to disclose why an Entry has been disqualified other than the Entry was ineligible under these Official Rules. Furthermore, the Sponsor reserves the right to not award a prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible Entries.

JUDGING ROUND: All eligible Entries will be judged by a panel of judges after the Entry Period to determine the winner. The panel of judges consists of personnel selected by the Sponsor who will determine the top scoring Entry based on the following judging criteria: creative aesthetic for the artist professionally known as "Smith & Meyers" (the "Artist") and the recording "Not Mad Enough" (the "Song,"). The decisions of the judging panel are final and binding on all matters relating to selection of the winning Entries. The winning Entry will be determined on or about November 15, 2020. Sponsor's decisions are final.

TIES: In the event of a tie during the judging round, the Entry from among the tied Entries with the highest score for the Artist's's creative aesthetic will win. In the event of a further tie in the judging round, the Entry from

among the tied Entries with the highest score received for the Song's creative aesthetic will win. In the event of a further tie during the judging round, the Sponsor will determine the winner.

PRIZE: The prize is one (1) sixty second video call with the Artist and the opportunity to have the artwork used as the featured artwork for the contest. Prize is non-transferable and no substitution by Winner is allowed. Sponsors reserve the right to substitute any prize in their sole discretion. Prize will be awarded approximately sixty (60) days of winner announcement. If applicable, all federal, state, local taxes or other expenses relating to the prize won, acceptance and possession of prize are the sole responsibility of Winner. An IRS form 1099 will be filed in the name of Winner for any prize won valued at \$600 or more.

WINNER NOTIFICATION: Winner will be notified on or about November 15, 2020. The potential winner will be required to email the Sponsor within 48 hours and provide the contact information which will be used to facilitate prize claim. Upon supplying the contact information to the Sponsor the Sponsor will email an Affidavit of Eligibility, Release of Liability and a Publicity Release ("Affidavit") to winner and he/she will be required to return a completed Affidavit within five (5) days of date printed on notification or winner may be disqualified. At the sole discretion of the Sponsor, disqualification, forfeiture and the determination of an alternate winner may result from any of the following: **[1]** potential winner's to respond to the notification within forty eight (48) hours after its transmission; **[2]** the failure of notification due to deactivation of social account prior to receipt of notification; **[3]** potential winner's social media account is set to "private mode"; **[4]** potential winner's failure to complete and/or submit any required paperwork, including Affidavit needed to verify eligibility within the time allocated on notification; **[5]** potential winner cannot accept or receive the prize for any reason, and/or **[6]** any other non-compliance with the Official Rules. In the case of disqualification, the Contestant with the next highest score received during the judging round will be determined the alternate winner (subject to verification). The Sponsor reserves the right to modify the notification procedures in connection with the determination of an alternate winner, if any. Prize will be awarded upon winner verification. At Sponsor's sole discretion, attempts may be made to notify up to three (3) alternate winners for the unfulfilled prize; after which the unfulfilled prize will not be awarded. Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use the winning Entry/video, winner's name, prize won, hometown, likeness, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

RELEASES: Contestants agree to the Official Rules and the decisions of the Sponsor, and release, defend and hold harmless Released Parties as well as the employees, officers, directors and agents of each, from all claims and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with either directly or indirectly, 1) the awarding, receipt, ownership, use or misuse of prize awarded herein; or 2) participation in the Contest. The Sponsor is not responsible if Contest cannot take place or if prize cannot be awarded due to cancellation, delays or interruptions due to the functionality of any above mentioned social media platforms, or acts of God, acts of war, natural disasters, weather or acts of terrorism. Winner assumes all liability for any injury or damage caused or claimed to be caused, by the use of prize won.

By participating in this Contest, each Contestant expressively waive and relinquish all rights and benefits afforded by California Civil Code 1542 and do so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

GENERAL: In the event of a dispute as to the ownership of any Entry, the authorized account holder of the applicable account used to enter will be deemed to be the Contestant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address and

he/she must meet the eligibility requirements mentioned above. Winner may be required to show proof of being the authorized account holder.

By entering the Contest, each Contestant affirms they have read, understood and accepted the Official Rules. Any information collected by entering the Contest shall be used only in a manner consistent with the Official Rules and the Sponsor's privacy policy. The Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, the Sponsor reserves the right not to award prize. The Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Contest materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive Contest-related information (including Entries) by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor is also not responsible for any injury or damage to a Contestant's or any other person's computer related to or resulting from entering and/or downloading material(s) in connection with the Contest. Sponsor, in its sole discretion, reserves the right to disqualify any Contestant who engages in any conduct Sponsor deems to be improper, unfair or otherwise adverse to the operation of the Contest. Such improper conduct includes, but is not limited to, falsifying personal information required to partake in the Contest and violating these Official Rules.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A CONTESTANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

LICENSE TO SUBMISSION MATERIALS: For clarity, as between you and Sponsor, you will retain ownership of your Entry, provided, however, that if the Entry incorporates any content owned by Sponsor or any related entity, such content will continue to be owned by such entity, and nothing herein authorizes you to use such content for any purpose. By submitting your Entry, you grant to Sponsor, Artist and Warner Music Inc. a world-wide, royalty -free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise), make available to the public, adapt, modify, edit, translate, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Sponsor, Artist or Warner Music Inc., through multiple tiers) your Entry, any ideas accompanying, related to, or embodied in your Entry, and any materials embodying, incorporating, or derived from your Entry, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, mobile, and wireless media); (b) create derivative works from your Entry and incorporate your Entry into other works or into Sponsor's, Artist's, Warner Music Inc.'s, or their respective designees' products or services, including without limitation by embedding or incorporating advertisements into, before, or after, or displaying advertisements adjacent to or otherwise in connection with, the Entry; (c) rate, review, evaluate, and judge your Entry and permit third parties to do so; (d) exercise all copyright, trademark, publicity and other proprietary rights with regard to your Entry; (e) use your name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with your Entry; and (f) use your Entry for the purpose of promoting the music by Artist and for any other advertising or promotional purposes. The foregoing license shall survive any termination or expiration of these Official Rules.

All Entries will be deemed to be non-confidential and may be used on a non-restricted basis. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION, PLEASE DO NOT ENTER THIS CONTEST.

WAIVER: To the maximum extent permitted by law, you agree to forever release, discharge, and waive all claims against each of the Sponsor, Artist, Warner Music Inc., and each of the other related entities from, and covenant not to initiate, file, maintain, or proceed upon any suit, claim, demand, or cause of action against any entity with respect to, any losses that relate in any way to the Official Rules or the Entry, including without limitation any claim for idea misappropriation. Additionally, you hereby waive any and all rights that you may have under any laws or statutes worldwide that concern "moral rights" or "*droit moral*," in connection with your Entry.

OWNERSHIP OF ARTIST CONTENT: All audio materials and audiovisual materials featuring the Artist, including without limitation any master recordings, album artwork, and other materials embedded or incorporated therein (the foregoing, collectively, the "Company Content"), are the sole property of Sponsor. You acknowledge and agree that you do not and shall not have or obtain any right, title or interest in, to, or under any Company Content.

DISPUTES: This Contest is subject solely to the applicable federal, state and local laws of the United States and is not subject to any laws outside of the United States; provided, however, that, except where prohibited, by participating in the Contest each Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association in an arbitration to be held at the AAA regional office nearest the Sponsor where the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (b) a judgment upon any such arbitration award may be entered in any court having jurisdiction; (c) to the degree any dispute, claim or cause of action arising out of or connected with this Contest or prize awarded is not subject to arbitration, then it shall be adjudicated exclusively by the appropriate Federal or state courts located in New York City, New York, U.S.A; (d) any and all disputes, claims and causes of action arising out of or connected with this Contest or prize awarded shall be resolved individually, without resort to any form of class action; (e) 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 in no event attorneys' fees; and (f) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of the Contestant and Sponsor in connection with the Contest, shall 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 (whether of the State of New York or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of New York.

WINNER'S LIST: For the name of the winning Entry, send a self-addressed, stamped envelope for receipt by January 15, 2021 to: Smith & Meyers Spotify Canvas Artwork Contest Winners List, c/o Atlantic Records, 1633 Broadway, New York, NY 10019.

SPONSOR: Atlantic Records, 1633 Broadway, 11th Floor, New York, NY 10019.

Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any social media entity.