

## GROUPLOVE "TONGUE TIED" TIKTOK REMIX CONTEST UGC SUBMISSION AGREEMENT

**IMPORTANT:** This Submission Agreement (the "Submission Agreement") is made between the undersigned ("you") and Atlantic Recording Corporation ("Company") in connection with your submission of a video and/or other content (the "Submission Materials") relating the recording (the "Recording") by the artist p/k/a Grouplove ("Artist") of the musical composition entitled "Tongue Tied" (the "Song").

BY ENTERING INTO THIS SUBMISSION AGREEMENT YOU REPRESENT AND WARRANT THAT YOU ARE OVER THE AGE OF 18 AND NOT A MINOR IN YOUR STATE OF RESIDENCE, AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS TO COMPANY.

**CRUCIAL GUIDELINES CREATING YOUR ENTRY:** FAILURE TO FOLLOW ANY OF THESE GUIDELINES MAY RESULT IN THE AUTOMATIC DISMISSAL OF YOUR SUBMISSION. You will need to have each person whose name, image, voice or likeness is included in your submission sign a release form.

**1. License to Submission Materials.** For clarity, as between you and Company, you will retain ownership of your Submission Materials, provided, however, that if the Submission Materials incorporate any content owned by Company 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 Submission Materials, you grant to Company, 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 Company, Artist or Warner Music Inc., through multiple tiers) your Submission Materials, any ideas accompanying, related to, or embodied in your Submission Materials, and any materials embodying, incorporating, or derived from your Submission Materials, 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 Submission Materials and incorporate your Submission Materials into other works or into Company'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 Submission Materials; (c) rate, review, evaluate, and judge your Submission Materials and permit third parties to do so; (d) exercise all copyright, trademark, publicity and other proprietary rights with regard to your Submission Materials; (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 Submission Materials; and (f) use your Submission Materials 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 this Submission Agreement for any reason.

All Submission Materials 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 1, PLEASE DO NOT SUBMIT ANY MATERIALS TO COMPANY.

**2. Waiver.** To the maximum extent permitted by law, you agree to forever release, discharge, and waive all claims against each of the Company, 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 this Submission Agreement or the Submission Materials, 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 Submission Materials.

**3. 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 Company. 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.

**4. Consideration.** You acknowledge that you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to the Submission Materials, including without limitation the opportunity to have your Submission Materials featured in the Artist video for the Recording. You acknowledge and agree that you are not entitled to any further compensation for any use or other exploitation by Company or any other party of the Submission Materials.

**5. Representations and Warranties.**

**a.** You represent and warrant that: (i) all information that you provide, including without limitation any registration information, is and will remain true, accurate, and complete; (ii) you have the legal right and authority to enter into this Submission Agreement with Company; (iii) intentionally omitted; (iv) the Submission Materials are all your original, sole work; (v) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under the Submission Materials and to grant the rights and licenses set forth herein, and such Submission Materials do not contain any third party content or intellectual property; (vi) you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Submission Materials, to use each such individual's name and likeness for purposes of using and otherwise exploiting such Submission Materials in the manner contemplated by this Submission Agreement, or, if any such identifiable individual is under the age of 18, you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to Company a copy of any such consents, releases and/or permissions upon Company's request); (vii) the Submission Materials are not confidential and do not contain any confidential information; and (viii) in creating the Submission Materials, and submitting your Submission Materials, you (A) have complied and will comply in all respects with all applicable laws, rules, and regulations and (B) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party).

**b.** You represent and warrant that your Submission Materials do not and shall not contain any material that, in Company's sole discretion: (i) impersonates 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; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, obscene, pornographic, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes, or graphic violence; (iv) 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; (v) constitutes 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 submissions will be uploaded, or any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any material, non-public information about a company.

**c.** Company reserves the right (but not the obligation), in its sole discretion, to verify, whether prior to processing the Submission Materials or at any other time, that all necessary rights, clearances, consents, releases, and/or permissions in or relating to the Submission Materials have been obtained. Company reserves the right to refuse or reject your Submission Materials, if Company determines at any time, in its sole discretion, that all necessary rights, clearances, consents, releases, and/or permissions have not been obtained by you. You agree to cooperate with Company in any verification or inquiries related to the foregoing.

d. This Section 5 shall survive any termination or expiration of this Submission Agreement for any reason.

**6. Indemnity.** You agree to indemnify and hold harmless Company, Artist, Warner Music Inc., and each of its related entities, and the respective employees, officers, directors, shareholders, agents, representatives, vendors, suppliers, and third party service providers of the foregoing, from and against any and all Losses arising, in whole or in part, directly or indirectly, out of or in connection with: (a) any use or other exploitation, or failure or omission to use or otherwise exploit, your Submission Materials; (b) your use of or access to, or your inability to use or access the site upon which submissions will be uploaded; (c) any breach by you of any covenant, representation, or warranty set forth in this Submission Agreement; or (d) any claim that your Submission Materials or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party (including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing).

**7. Limitation of Liability.** To the extent permitted by applicable law: (a) in no event will Company, Artist, Warner Music Inc., or any other related entity be responsible or liable for any damages or losses of any kind, including without limitation indirect, incidental, consequential, or punitive damages, arising out of or related to this Submission Agreement or your Submission Materials, even if an entity related to Company has been advised of the possibility of such damages; and (b) in no event shall Company's aggregate liability arising out of or relating to this Submission Agreement (regardless of the form of action giving rise to such liability, whether in contract, tort or otherwise) exceed \$50.

**8. Severability.** If any provision of this Submission Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other term hereof, and this Submission Agreement will be interpreted and construed as if such term, to the extent such term will have been held to be invalid or unenforceable, had never been contained herein. In addition, if any provision of this Submission Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**9. Assignment.** This Submission Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by Company without restriction.

**10. Signature.** This agreement and signature pages may be transmitted between them by fax, electronic mail, or other electronic transmission method, and that signatures created or transmitted by electronic means, including DocuSign (or any other signature complying with the federal ESIGN Act of 2000 or any applicable Uniform Electronic Transactions Act or Electronic Signatures and Records Act), PDF or JPEG, shall constitute original signatures, shall be deemed to have been duly and validly created and delivered, and shall be valid and binding for all purposes.

**11. Survival.** The licenses and rights granted and assigned by you in and to the Submission Materials, and your waiver of claims with respect thereto, shall survive any termination of this Submission Agreement for any reason. In addition, all warranties, indemnities, and all provisions of this Submission Agreement that may reasonably be interpreted or construed as surviving the termination of this Submission Agreement shall survive the termination of this Submission Agreement for any reason.

**12. Work-For-Hire.** Contest Winner must sign a work-for-hire agreement or any other documents deemed necessary by Sponsor (or whatever the defined term is for Atlantic) to claim contest prize.

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ACCEPTED BY

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SIGNATURE OF TALENT

NAME: \_\_\_\_\_ (PLEASE PRINT)

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)