

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. ENTRY TO THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. **Promotion Description:** The “**EMMxUJAM Delilah Remix Contest**” (“Contest”) begins when officially announced and ends on Sunday, March 31st, 2024, at 11:59pm (Eastern Time (US & Canada)) (the “Promotion Period”). By participating in the Contest, each entrant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of UJAM Music Technology GmbH (“Sponsor” or “UJAM”), which shall be final and binding in all respects. Sponsor is responsible for the collection, submission and/or processing of Entries and the overall administration of the Contest. Entrants should look solely to Sponsor with any questions, comments or problems related to the Contest.

2. **Eligibility:** Entry is open to anyone who is eighteen (18) years of age or older, and if permitted in Entrant’s jurisdiction. Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, outside sales representatives, advertising, and promotion agencies and each of their respective officers, directors and employees (collectively, the “Promotion Entities”). UJAM reserves the right to disqualify any Entrant from the Contest if it is prohibited in the Entrant’s jurisdiction.

3. **Entry (No Purchase Necessary To Enter Or Win):** To enter the Contest, eligible Entrants must do the following:

1. Get access to the original vocal stems of "Delilah" to get started.
2. Remix EMM's song in any genre, using its vocals and at least one UJAM plugin.
3. Post your remix (minimum 60 seconds) on Instagram, TikTok, or YouTube.
4. Tag UJAM and use #EMMxUJAM in your post.
5. Follow @ujaminstruments and @emminreallife on the social media platform where you share your remix.

(an “Entry”).

Entry must be made by the Entrant; Entrant may submit/post multiple Entries. Final eligibility for the award of any Contest Prize is subject to eligibility verification as set forth above. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Contest.

By entering, you represent and warrant the following with respect to your remix: (1) You are the sole and exclusive creator/owner of the submitted remix (with the exception of any intellectual property or similar rights owned in the original content by EMM) and such remix was exclusively made for this contest and not for any other purposes; (2) the remix will not infringe on any rights (including, without limitation on intellectual property rights) of any third parties or otherwise breach applicable laws; and (3) any third parties involved in the creation of the remix have given you the appropriate consent and/or licenses to submit the remix for the purposes specified hereunder.

YOU ACKNOWLEDGE AND AGREE THAT YOU MAY ONLY SHARE OR OTHERWISE DISTRIBUTE YOUR REMIX AND/OR DOWNLOADED STEMS OF “DELILAH” FOR THE PURPOSE OF ENTERING INTO THIS COMPETITION, SUBJECT TO THE TERMS AND CONDITIONS HEREUNDER. ANY OTHER USES WOULD REQUIRE A SEPARATE LICENSE FROM EMM AND APPLICABLE THIRD-PARTY RIGHTS HOLDERS. FOR THE AVOIDANCE OF A DOUBT, THIS SHALL MEAN THAT YOU MAY NOT PUBLICALLY RELEASE YOUR REMIX WITHOUT EMM’S CONSENT, OTHER THAN AS EXPLICITLY PERMITTED HEREUNDER.

4. **License to Winning Contest/Publicity**: By entering this contest, you grant to UJAM (i) a perpetual, non-exclusive, worldwide license to upload your submitted remix to UJAM’s website and/or UJAM’s Soundcloud page and (ii) the right and discretion to issue and authorize publicity concerning you as the artist behind your submitted remix via UJAM’s website, social media pages, or other formats as determined by UJAM in its sole discretion.

5. **Winner Selection/Judging**: Within ten (10) business days following the Promotion Period, UJAM shall select three (3) Contest winners from among all eligible Entries received during the Promotion Period. EMM, the artist behind the track “Delilah”, Rusher (artist), and a third person from the ujam team will review, evaluate, and select the winning remixes. They will judge your remix on audio production (50%); and originality and creativity of your remix (50%).

Winners will be notified via email on Friday, April 12th, 2024. Upon being notified by UJAM, the winner will then have one (1) week from UJAM’s notification to claim the Contest Prize, after which time the Contest Prize will be forfeited, and UJAM may, at its sole discretion, select an alternate runner-up winner. The Contest winner may be required to sign and return an affidavit of eligibility and release of liability (collectively "the Contest Claim Documents"). In addition, the Contest winner may be required to complete and sign a W-9 (if the winner resides in the US) or an equivalent tax form (under your jurisdiction) as it may be required by applicable law, which will be provided by and maintained by Sponsor. No substitution or transfer of a Contest Prize is permitted except by Sponsor.

6. **Contest Prize**: The prizes will be as follows:

- Winner 1: Full Bundle (ujam)
- Winner 2: Advanced Songwriter Bundle (ujam)
- Winner 3: Essentials Songwriter Bundle (ujam)

(each a “Contest Prize”).

UJAM’s products are governed by UJAM’s End User License Agreement, available at <https://www.ujam.com/legal-information/>. Further information about UJAM’s products, including information about its compatible formats and operating systems, can be found at <https://www.ujam.com/bundle/full-bundle/> and <https://www.ujam.com/special-offers/>.

Upon conclusion of the Contest, UJAM will provide the winners with information about how to redeem their Contest Prize.

To the extent not prohibited by applicable law, UJAM does not make any representations or warranties whatsoever about its products or prizes. Only one (1) Contest Prize per person. Contest Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute Contest of equal or greater value if a Contest Prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The fair market value ("FMV") of the Contest Prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the Contest Prize turns out to be less than the stated FMV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of the Contest Prize, except to the extent required by applicable law. Restrictions, conditions and limitations may apply. Sponsor will not replace any lost or stolen Contest Prize. Contest Prizes will only be awarded and/or delivered to social media user accounts specified in the Entry. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the winner. Failure to comply with the Official Rules will result in forfeiture of the Contest Prize.

7. **Privacy:** All Entrants acknowledge that UJAM will process Entrants' personal data and personally identifying information in accordance with applicable law and UJAM's privacy policy, which can be at <https://www.ujam.com/legal-information/>.

8. **Limitation of Liability:** To the extent not prohibited by applicable law:

Sponsor is not responsible for any incorrect or inaccurate information associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer viruses or bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. In such event, Sponsor may, in its sole discretion, select a runner-up from among all eligible Entries received prior to or after such cancellation, suspension or modification.

9. **Disputes; Governing Law:**

Most issues can be resolved simply by contacting us and we encourage you to do so. However, the following rules apply in case we are not able to resolve the dispute informally:

9.1. **If you are a EU, UK or EEA resident or registered business:**

These Rules shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply. If the Licensee is considered to be a consumer by applicable law, this choice of law shall only apply to the extent that applicable consumer protective laws of his/her state of residence shall remain untouched.

9.2. If you are a resident or registered business outside of the US, UK, EU, EEA and Switzerland:

These Rules shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply.

9.3. If you are a U.S. resident or registered business:

These Rules shall be governed by the laws of New York without regard to its conflict of laws rules and you consent to the exclusive jurisdiction of the state and federal courts located in New York County. The Convention on Contracts for the International Sale of Goods shall not apply.

You waive any claim of inconvenient forum and any right to a jury trial. To the maximum extent permitted by applicable law, you agree to not (1) seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity; or (2) consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Rules and all other actions or arbitrations.

10. **Sponsor:** The Contest is sponsored UJAM Music Technology GmbH, Schwachhauser Heerstr. 193, 28211 Bremen, Germany

Contact: <http://ujam.com/contact-us/> or via direct message on @ujaminstruments Instagram with any questions relating to the Contest.

Original vocal stems of “EMM – Delilah” provided by EMM: <https://www.emminreallife.com/>

11. **Social Media and Third-Party Sites Disclaimer:** Entrants should understand that they are providing their information to the Sponsor and not to YouTube or Instagram. The Contest is in no way sponsored, endorsed, administered by or associated with YouTube, Instagram, or any other third party.