

**TERMS AND CONDITIONS FOR
MOTHER MOTHER (“ARTIST”) I GOT LOVE FAN MUSIC VIDEO (“FAN SUBMISSION”)**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE.
VOID WHERE PROHIBITED BY LAW OR REGULATIONS.

BY PARTICIPATING INTO THIS FAN SUBMISSION 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 SUBMIT
ANY MATERIALS.

This Fan Submission is being run by Warner Music Canada Co. (“we”, “us”, “our”). We are the “Promoter” of the Fan Submission. By providing your details to us you confirm that you would like to participate in the Fan Submission by way of submission of a video and/or other content (the “Fan Submission Materials”) and you agree to be bound by these terms and conditions (“Ts&Cs”). In the event of any conflict between any terms referred to in any promotion materials and these Ts&Cs, these Ts&Cs take precedence.

1. ELIGIBILITY

- 1.1. You must be at least the age of majority in your jurisdiction of residence to participate in this Fan Submission or, if you are under the age of majority in your jurisdiction of residence, you must be at least thirteen (13) years old and have the consent of your parent(s) or legal guardian(s) to take part in this Fan Submission. Our employees, directors, management, licensees, contractors, affiliates, agencies associated with us, the immediate families or persons domiciled with (whether related or not) of the above listed persons, and our retailers and suppliers are not permitted to participate in the Fan Submission. If the participant is an eligible minor in his or her state/country of residence, such eligible minor’s parent or legal guardian agrees to these T&Cs along with and on behalf of his or her minor child. All rights and responsibilities of a minor under these T&Cs are conferred and assumed respectively by such minor’s parent or legal guardian in respect of the minor.
- 1.2. This Fan Submission is open from 12:00:00 PM Eastern Standard Time on March 8, 2021 until 11:59:59 PM Eastern Standard Time on March 13, 2021. Promoter’s computer shall function as the official clock for the Fan Submission. We accept no responsibility for submissions lost, damaged or delayed, or for any inability to submit submissions as a result of computer service, systems, software and/or server failure, error, interruption, defect or delay or any other technical malfunction, including problems with internet connectivity and/or filtering of content by any social media platform (as applicable). Submissions which are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected as fraudulent, submitted via programmed/automated means, do not comply with the Ts&Cs, or which, for justifiable reasons, affect the validity or operation of this Fan Submission will not be accepted and are void. To participate in the Fan Submission you must have an unlimited or free access to the Internet. No purchase or payment of any kind is necessary to take part in this Fan Submission. A purchase will not increase your chances of the possibility of being featured.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Fan Submission any participant who has not complied with these Ts&Cs and to select another participant.

2. HOW TO PARTICIPATE

- 2.1. The Fan Submission will be promoted on the following URL address: <https://www.mothermothersite.com/igotlove> (the “Website”) and on our, related third party and artist social media accounts and/or mailing lists. To participate in the Fan Submission, participants must (i) create an audio-visual video(s) related to Mother Mother’s single “I Got Love” as per instructions on the Website (minimum 30 seconds in length, horizontal, 16x9 aspect ratio, minimum 1280x720 resolution, 24FPS or higher, and MP4 or a MOV format); (ii) upload such video(s) to the Website; and (iii) complete the submission form on the Website

by the due date. Multiple submissions per email address are permitted. Joint/group/team submissions are prohibited. Please see the Website for further details. Those eligible participants who are under the age of majority in their jurisdiction must be able to evidence the consent of their parent(s) or guardian(s) to take part in this Fan Submission.

All participants are also required to tick a checkbox confirming acceptance of these Ts&Cs and agree to the use of the participant's data in accordance with our Privacy Policy to administer the Fan Submission.

- 2.2. Promoter reserves the right for justifiable reasons to disqualify all submissions should it determine for justifiable reasons that a person has engaged in repeated, egregious or blatant violations of the submission limit. Promoter may acknowledge receipt of submissions; but, in such case, acknowledgment does not constitute any representation as to eligibility for the Fan Submission.

3. VIDEO SELECTION AND NOTIFICATION

- 3.1. A minimum of three fan submissions from participants may be selected by a judging panel composed of the Artist and/or their representatives based on creativity for inclusion in the fan version of the I Got Love music video. Submissions will be selected by no later than 11:59:59 PM Eastern Standard Time on March 31, 2021 and will be selected by a judging panel according to originality and creativity. The odds of selection depend upon the total number of eligible submissions received and satisfying the selection criteria as set forth herein. The judging panel's decision is final. Selection for the music video has no cash value. Without limiting the foregoing and only if applicable, a participant who is considered an eligible minor in his or her state/country of residence will be required to have his or her parent or legal guardian affirm in writing such participant's acknowledgement and agreement to the Ts&Cs if the participant is selected.
- 3.2. We will attempt to notify the selected participants by no later than 11:59:59 PM Eastern Standard Time on March 31, 2020 using the contact details submitted on submission. If you are chosen and your contact details have changed since your submission, we reserve the right to disqualify your submission and select an alternative. We will not notify unsuccessful participants.
- 3.3. After selection, the name of the selected participants may be posted to the Fan Submission site, and/or to another Promoter-affiliated site or service. In addition to any other grants that may be granted in any other agreement entered into between Promoter and any selected participant, where permitted by law, each such individual agrees to grant to Promoter, the Artist, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Promoter in its sole discretion; and upon request, each such individual (or, if a minor, such individual's parent or legal guardian) will provide written consent to the foregoing uses.

4. CONTENT SUBMITTED BY PARTICIPANTS AND INTELLECTUAL PROPERTY

4.1. By taking part in this Fan Submission you represent and warrant that:

4.1.1. all information that you provide, including without limitation any registration information, is and will remain true, accurate, and complete;

4.1.2. you have the legal right and authority to participate in this Fan Submission;

- 4.1.3. you have not submitted and shall not submit your Fan Submission Materials to any other site or service, or any sweepstakes, festival, or promotion, whether online or otherwise;
- 4.1.4. the Fan Submission Materials are all your original, sole work;
- 4.1.5. you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under the Fan Submission Materials and to grant the rights and licenses set forth herein, and such Fan Submission Materials do not contain any third party content or intellectual property (other than the lyrics, musical composition and sound recording of the song which is the subject of the Fan Submission);
- 4.1.6. you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Fan Submission Materials that you post, to use such individual's name and likeness for purposes of using and otherwise exploiting such Fan Submission Materials in the manner contemplated herein, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to Promoter a copy of any such consents, releases and/or permissions upon Promoter's request);
- 4.1.7. the Fan Submission Materials are not confidential and do not contain any confidential information
- 4.1.8. Your Fan Submission Materials do not and shall not contain any material that, in Promoter'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; or (vi) constitutes any advertising, promotional material, or other form of solicitation.
- 4.1.9. in creating the Fan Submission Materials, and submitting your Fan 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)..
- 4.2. To the maximum extent permitted by law, you agree to forever release, discharge, and waive all claims against each of the Promoter, Artist, 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 Fan Submission or the Fan 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 Fan Submission Materials.
- 4.3. For clarity, as between you and Promoter, you will retain ownership of your Fan Submission Materials, provided, however, that if the Fan Submission Materials incorporate any content owned by Promoter 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 Fan Submission Materials, you grant to Promoter, and Artist 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 Promoter, Artist or Warner Music Inc., through multiple tiers) your Fan Submission Materials, any ideas accompanying, related to, or embodied in your Fan Submission Materials, and any materials embodying, incorporating, or derived from your Fan 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 Fan Submission Materials and incorporate your Fan Submission Materials into other works or into Promoter's, Artist's, Warner Music Canada Co.'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 Fan Submission Materials; (c) rate, review, evaluate, and judge your Fan Submission Materials and permit third parties to do so; (d) exercise all copyright, trademark, publicity and other proprietary rights with regard to your Fan Submission Materials; (e) may, but are not required to, 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 Fan 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 Fan Submission for any reason.

5. DATA PROTECTION

By submitting a submission, participants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you as part of the submission process (including contact details) for the purposes of operating the Fan Submission, and otherwise in accordance with our Privacy Policy, available at www.wminewmedia.com/privacy. Delivering personal data is voluntary but it is essential in order to take part in the Fan Submission. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at privacypolicy@wmg.com.

6. GENERAL

- 6.1. Subject to, where applicable, the approval of those authorities that have issued permits for the conduct of this Fan Submission, we may in our absolute discretion modify, amend, cancel or suspend these Ts&Cs, the Fan Submission and/or the video at any time if we deem it necessary, due to technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond our control. No liability shall attach to us as a result thereof.
- 6.2. Subject to applicable laws, we reserve the right to disqualify any participant for justifiable reasons. In addition, acts of tampering with the Fan Submission (including the URL) will result in disqualification; but, disqualification shall not represent the sole remedy available to Promoter.
- 6.3. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions which are not expressly stated in these Ts&Cs apply to this Fan Submission. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Fan Submission (including any damage to the participant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Fan Submission) or acceptance, use, misuse or non-use of fan submission (including activity or travel related

thereto) except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.

For participants resident in Australia: Notwithstanding the above, to the fullest extent permitted by law, Warner Music Australia Pty Limited and its affiliates, associated agencies and companies (together called '**Warner**') will not be liable or responsible for any loss (including direct, indirect and consequential loss), costs (including legal costs), damage or injury to property or person that is suffered or incurred as a result of or in connection with:

- (a) the Fan Submission including participating in any fan submission;
- (b) any late, lost or misdirected fan submissions or failure to receive any fan submission in the Fan Submission;
- (c) any travel won in or in connection with the Fan Submission;
- (d) any problem, failure, delay, unavailability or inaccessibility with, of or to any communications network, service or transmission (including telephone, Internet or website);
- (e) any cancellation, modification or suspension of the Fan Submission in accordance with Ts&Cs;
- (f) any unauthorised human intervention in any part of the Fan Submission (including but not limited to theft, destruction, alteration or unauthorized access of or to any submissions);
- (g) any electronic or human error which may occur in the proper administration of the Fan Submission;
- (h) any act or omission, deliberate or negligent, by Warner, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a participant and, where applicable, to any persons accompanying a chosen participant;
- (i) any circumstances outside Warner's reasonable control.

This clause does not operate to limit the rights or obligations of the parties imposed by the operation of the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) (**ACL**) to the extent that they may not be limited or excluded, in which case the terms of the ACL shall apply.

6.4. **Release.**

For participants resident in the United States: UNLESS OTHERWISE PROHIBITED BY LAW, BY PARTICIPATING PARTICIPANT AGREES TO (I) RELEASE AND HOLD PROMOTER, ITS RESPECTIVE AFFILIATES AND THE ARTIST (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY FAN SUBMISSION OR VIDEO IN CONNECTION WITH THE FAN SUBMISSION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

- 6.5. In the event that any event or action outside Warner's control prevents or significantly hinders Warner's ability to proceed with the Fan Submission on the dates and in the manner described in these terms and conditions (including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war and act of terrorism), Warner may for justifiable reasons cancel the Fan Submission and recommence it from the start at another time on the same conditions. If the Fan Submission is regulated by any

applicable government body, the cancellation or recommencement of the Fan Submission will be subject to any requirements imposed by such body.

- 6.6. If for any reason this Fan Submission is not capable of running as planned due to causes beyond the control of Warner which affect the proper conduct of this Fan Submission, Warner reserves the right for justifiable reasons to disqualify any individual who tampers with the submission process and/or take any other action against that individual that may be available, and to cancel, terminate, modify or suspend the Fan Submission subject to the requirements of any relevant government body that regulates the running of the Fan Submission.
- 6.7. Each participant is responsible for obtaining their own independent legal advice.
- 6.8. We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.
- 6.9. Our decisions on any issue arising out of or in relation to this Fan Submission and these Ts&Cs are final and binding and no correspondence will be entered into. Failure of the Promoter to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 6.10. This Fan Submission is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram. Participants hereby release each of Facebook, Instagram and Twitter from all responsibility and liability in respect of the Fan Submission. By participating in this Fan Submission, participant acknowledges that Facebook/Instagram/Twitter are websites/platforms over which Promoter has no control and Promoter is not responsible for (a) any issues or loss that may be caused by accessing or using participant's Facebook/ Instagram/Twitter accounts for the purpose of this Fan Submission, or (b) participant's inability to access, use, or successfully use his or her Facebook/Twitter/Instagram accounts for this Fan Submission.
- 6.11. The Fan Submission and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of Canada.

FOR RESIDENTS OF QUEBEC, CANADA: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the selection may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

POUR RÉSIDENTS DU QUÉBEC Un différend quant à l'organisation ou à la conduite d'un concours publicitaire peut être soumis à la Régie des alcools, des courses et des jeux afin qu'il soit tranché. Un différend quant à l'attribution d'un prix peut être soumis à la Régie uniquement aux fins d'une intervention pour tenter de la régler.