

## **U.S. ARMY WARRIOR TRACKS CONTEST OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SOUNDCLOUD AND THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.**

**CONTEST PERIOD:** The U.S. Army Warrior Tracks Contest (“Contest”) entry submission period starts on September 8, 2020 at 12:00am ET and ends on September 22, 2020 at 11:59pm ET (“Entry Period”).

**ELIGIBILITY:** Contest is open to legal U.S. residents that are 18 years of age or older. Employees of SoundCloud, Inc. (“Sponsor”), and its parent, subsidiaries, affiliates, the advertising and promotion agencies related in the administration of the Contest and the United States Department of Defense personnel, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws. By participating, each entrant (“Entrant”) agrees to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest.

**\*GRAND PRIZE WINNER, FINALISTS AND THEIR COLLABORATORS, IF APPLICABLE, MUST ALL SIGN A RELEASE RELINQUISHING ANY CLAIMS OF OWNERSHIP OF THE ENTRY AND CONSENT TO ALL RIGHTS GRANTED HEREIN, EXCEPT WHERE PROHIBITED.**

**HOW IT WORKS:** Entrant will create and record a song (with or without original lyrics) that is an original composition and melody (“Song”). Entrant may download, and use solely in connection with this Contest, any of the five (5) sound packs (each, a “Warrior Pack”) made available on the official Contest website located at <https://contest.soundcloud.com/usarmywarriortrackscontest> (“Contest Website”). All components (including, without limitation, the lyrics (if applicable), composition and recorded performance of the Song) included with the entry shall collectively be referred to as “Entry.” Entrant may use as many or as few sound files from only one (1) Warrior Pack per Entry. Use of a Warrior Pack is not required to enter the Contest but will be a factor in the judging criteria (as described below) used by Sponsor and the U.S. Army to select five (5) finalists (each, a “Finalist”), one (1) of whom ultimately will be deemed the grand prize winner (“Winner”). If collaborating, only the person submitting the entry will be deemed the Entrant. Entrants may provide the names of any participants whom they are collaborating with. Those participants (“Collaborators”) must provide written approval of their participation and then they will be considered a part of the Entry.

**HOW TO ENTER:** THERE IS NO PURCHASE NECESSARY TO PARTICIPATE. During the Entry Period, create, record and upload your Song to your SoundCloud page and use the hashtag #WarriorTracksContest. Then follow the instructions on the Contest Website to submit the online entry form with all required information therein and include the SoundCloud page link to the Song. Entry must be wholly original to Entrant and owned by Entrant. There is no limit to the number of Entries an Entrant may submit, but all Entries must be unique and submitted separately on the Contest Website. If Entrant does not have a SoundCloud account, Entrant can establish an account for free. All applicable SoundCloud terms apply.

Sponsor reserves the right to allow for minor deviations from the guidelines and restrictions set forth herein, based on clear intent to comply with these Official Rules, as determined by Sponsor in its sole discretion. All Entries will become the sole property of the U.S. Army and will not be returned.

**CONTENT RESTRICTIONS:** Entry may not contain, as determined by Sponsor in its sole discretion, any content that:

- is sexually explicit or suggestive, violent or derogatory, profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or use of any of the foregoing);
- promotes any activities that are unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive;
- endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about Sponsor, Sponsor's products or services, U.S. Army, U.S. Army's services or other people or companies;
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without written permission;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor and U.S. Army wishes to associate;
- contains materials embodying any copyrighted materials owned by third parties, without written permission;
- reference to commercial products and/or their trademarks, brands, logos or endorsements, without written permission; and/or
- violates any law or regulation.

By submitting an Entry, Entrant represents and warrants that the Entry conforms to these Official Rules and understands that Sponsor, in its sole discretion, may disqualify the Entry for any reason, including if it determines, in its sole discretion, that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion. Sponsor reserves the right to remove any lyrics or Songs submitted that it reasonably believes, in its sole discretion, may violate its terms of use available at <https://soundcloud.com/terms-of-use>.

**SONG REPRESENTATIONS AND WARRANTIES:** Entrant hereby represents and warrants that: (a) subject to any assignments and grant of rights herein, Entrant owns and/or controls 100% of the copyright in the lyrics, composition and recording of the Song, and the sole and unencumbered right to grant the rights granted to Sponsor and/or the U.S. Army under this Contest; (b) the Song is completely original and will not violate, conflict with, or infringe upon any rights of any nature whatsoever of any entity or individual, or cause Sponsor to incur any fees; (c) no assignment has been or will be made of any of the rights to the Song; (d) Entrant is not under any recording or publishing agreement or a member of any union having jurisdiction (if any) over the creation, recording or use of the Song, including, without limitation, music publishers, and record companies; (e) Entrant has obtained an assignment and grant of rights from any Collaborator; and (f) Entrant (and any Collaborators, as applicable) agrees to execute any and all documents necessary to grant the rights to the Song set forth in these Official Rules.

**USE OF ENTRIES / PUBLICITY GRANT:** Except as stated below for all Finalists (including the Winner), by submitting an Entry, Entrant hereby grants to Sponsor, U.S. Army and their respective

designees and successors and assigns all rights to an exclusive, sublicensable, transferable, fully paid up, perpetual license to the Entry so that it may edit, modify, cut, rearrange, add to, delete from, reproduce, distribute, display, publicly perform, create derivative works based upon, or otherwise exploit the Entry (including the Song or any other musical composition embedded therein), together or separate from Entrant's name, image or likeness, voice and/or performance (including the name, likeness, voice and performance of any Collaborators), in any manner or media now known or hereafter devised throughout the world in perpetuity, for all legal purposes, including commercial, advertising, promotional and other purposes, without further compensation, notification or permission to Entrant or any third party. Entrant acknowledges and agrees that the Song may be posted, without limitation, on Sponsor's and/or U.S. Army's owned and operated websites, mobile apps and social media pages (e.g., Facebook and Twitter) in perpetuity, and be available to be viewed by anyone with access to the internet. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Sponsor and U.S. Army have no obligation to make use of the rights granted herein. By entering Contest, Entrants give their express permission to be contacted by Sponsor or its designated agents by email for contest administration purposes only.

**RIGHTS TO FINALIST ENTRIES:** By submitting an Entry, each Finalist (and any Collaborators, as applicable) hereby acknowledges and agrees that its Entry (a "Finalist Entry") and all right, title and interest therein, becomes the property of the U.S. Army (and full ownership is assigned to it) and it is considered a "work for hire" (as such term is defined in the U.S. Copyright Act), with no further compensation provided or owed to Finalist. To the extent a Finalist Entry is deemed not to be a work made for hire, Finalist hereby assigns to the U.S. Army all right, title and interest therein in perpetuity, and waives any so-called moral rights it may have in such materials in all jurisdictions. Finalist (and any Collaborators, as applicable) hereby expressly disclaims any interest in its Finalist Entry and agrees not to assert any moral rights under applicable copyright or other comparable law. Further, Finalist (and any Collaborators, as applicable) hereby grants the U.S. Army all rights and ownership to its Finalist Entry so that U.S. Army may edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse Finalist Entry, (including the Song or any other musical composition embedded therein), together or separate from Finalist's name, image or likeness, voice and/or performance, and biographical material, including, but not limited to, all materials submitted in connection with the Contest in any and all manner or media now known or hereafter devised throughout the world in perpetuity, for all legal purposes, including for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Finalist or any third party. Finalist agrees to execute and ensure all Collaborators (if applicable) execute any necessary documents confirming such rights and ownership at Sponsor's and/or U.S. Army's reasonable request. The U.S. Army has no obligation to make use of the rights granted herein. U.S. Army will grant back to Finalist a non-exclusive, worldwide, royalty free right and license to use the Song from the applicable Finalist Entry solely for personal and non-commercial purposes.

**FINALIST/WINNER DETERMINATION:** All eligible Entries will be judged by a panel of qualified judges, selected by Sponsor, on the following criteria, with each criterion being weighed equally: (i) use of Warrior Pack; (ii) musical skill and talent; (iii) originality and creativity; and (iv) overall appeal. Five (5) Finalists will be selected as follows: the Entrant with the highest score for each Warrior Pack category will be deemed the potential Finalist for that Warrior Pack. The Finalist with the highest score for its Finalist Entry out of all five (5) Finalists will be deemed the potential Winner. In the event of a tie score, the tied Entries will be re-judged based solely on musical skill and talent exhibited.

Sponsor reserves the right to select fewer than five (5) Finalists or more than one (1) Finalist from a particular Warrior Pack, in its sole discretion, if it does not receive a sufficient number of eligible Entries. All decisions of Sponsor, U.S. Army, and judges are final and binding. Sponsor will not reveal the judging scores for any Entry. Entrant acknowledges that other entrants may have created ideas, lyrics or arrangements that are the same or similar as that contained in its Entry, and that Entrant not be entitled to any compensation or right to negotiate with Sponsor or any Released Party because of these similarities.

**FINALIST/WINNER NOTIFICATION:** All potential Finalists and then the potential Winner will be notified by email. Potential Finalists will be required to provide all stem files used in the winning Entry and execute an Affidavit of Eligibility, Liability and Publicity Release and, if requested, relinquishment of any claims of ownership of the Finalist Entry and consent to all rights granted herein, except where prohibited (collectively, "Verification Documents"), which must be returned within two (2) days of date appearing on the finalist notification. In addition, Sponsor reserves the right to conduct a background check of any criminal or civil records of potential Finalists and/or potential Winner and disqualify potential Finalists and/or potential Winner based on the results of the background check. To the extent necessary and as permitted by law, the potential Finalists or potential Winner shall each authorize such a background check. Factors that would result in disqualification of a potential Finalist or potential Winner include, without limitation, such potential Finalist/Winner having been convicted of a felony or misdemeanor, being delinquent on a government ordered payment, such as child support, spousal support, alimony, tax payments, etc.

Return of any notification as undeliverable, failure to sign and return requested Verification Documents within the specified time period, the inability of Sponsor to contact the potential Finalist or potential Winner within a reasonable time period, the failure of the potential Finalist or potential Winner to agree to a background check (if applicable) and/or pass a background check, as determined by Sponsor in its sole discretion (if applicable), or noncompliance with these Official Rules by the potential Finalist or potential Winner may result in disqualification and, at Sponsor's sole discretion, an alternate Finalist or Winner will be determined based on the next highest score.

**PRIZES:**

- **GRAND PRIZE (1 TOTAL):** The Winner will be awarded one (1) virtual mentor session with the artist/producer known as Timbaland ("Mentor Session") and a one-year subscription to SoundCloud Pro Unlimited (approximate retail value of \$144). In addition, the Winner's Song may be used in U.S. Army's future marketing and advertising materials and featured as a "Promoted Track" on SoundCloud's online and mobile properties, with or without accompanying U.S. Army branded content. In the event the Mentor Session cannot be fulfilled by Sponsor due to a Force Majeure Event (as defined below), Sponsor will award Winner a substitute prize of \$1,000.
- **FINALIST PRIZE (4 TOTAL):** The remaining four (4) Finalists will be awarded one (1) one-year subscription to SoundCloud Pro Unlimited (approximate retail value of \$144). In addition, their Songs may be used in U.S. Army's future marketing and advertising materials.

There is no retail value associated with the Mentor Session, Promoted Track and use in U.S. Army advertising and marketing materials, and cannot be redeemed for cash. Winner/Finalists may not substitute, assign or transfer a prize, but will be solely responsible for dividing and/or allocating the prizes among any Collaborators of the Entry, as applicable. Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or

greater value. All federal, state and local taxes, if any, as well as all costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the Winner/Finalists (and any Collaborators, as applicable). All prize details are at Sponsor's sole discretion.

**FORCE MAJEURE:** In the event Sponsor is prevented from continuing with the Contest due to any event beyond the Sponsor's control, including but not limited to fire, flood, pandemic, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event), the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, postpone, cancel or terminate the contest without further obligation.

**RELEASE OF LIABILITY:** By participating, each Entrant agrees to release, indemnify, discharge and hold harmless Sponsor, U.S. Army, Pandora Media, LLC, Timbaland and, if applicable, their respective parent, affiliates, subsidiaries, and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons or property resulting, in whole or in part, directly or indirectly, from Entrant's participation in the Contest or any Contest-related activity, the acceptance, possession, use or misuse of a prize and/or Sponsor's and U.S. Army's use of the rights granted herein. Acceptance of a prize constitutes permission to use Entrants' names, likenesses, footage, and Entries (including for any possible public relations opportunities) without further compensation, except where prohibited by law.

IF ENTRANT IS A CALIFORNIA RESIDENT, ENTRANT WAIVES ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES 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 RELEASED PARTY."

**NON-DISPARAGEMENT:** The Finalists and Winner will not at any time make any adverse, disparaging or derogatory statement regarding the Sponsor or U.S. Army or commit any act that degrades or deprecates the Sponsor or U.S. Army, including in social media. The Finalists and Winner hereby represent and warrant that neither the Finalist/Winner or any Collaborator (if applicable) has committed nor will commit during the Contest any felony or crime of moral turpitude, nor has or shall the Finalist/Winner or any Collaborator commit during the Contest any public act which violates any laws, rules, or regulations restricting or regulating indecency, obscenity, pornography, or similar activities or behavior. If the Finalist/Winner or any Collaborator (if applicable) has committed, or shall commit during the Contest, any such act or become involved during the Contest in any situation or occurrence tending to bring the Finalist/Winner into public disrepute, contempt, scandal or ridicule, or tending to shock, insult or offend the majority of the people of the United States or any substantial class or group thereof, or reflecting unfavorably upon the Sponsor or U.S. Army, the Sponsor shall have the right to immediately terminate the Finalist/Winner participation in the Contest with no liability or other obligation to the Finalist/Winner. The Sponsor's decision on all matters arising shall be conclusive.

**DISPUTES:** To the extent permitted by applicable law, by entering Contest, Entrant agrees that any and all disputes, claims and causes of action arising out of the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in New York, New York. All issues and questions concerning these Official Rules, Entrant's rights and obligations, or Sponsor's rights and obligations shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law rules.

**GENERAL CONDITIONS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or any website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**REQUEST FOR WINNERS LIST:** For the name(s) of the Winner and Finalists (available after 9/30/20), visit Contest Website.

**PRIVACY:** Submission of any content or information on the Contest Website is subject to Sponsor's posted policies, including the Sponsor privacy policy. Any personally identifiable information submitted to Sponsor will be used by Sponsor in accordance with Sponsor's privacy policy posted at <https://soundcloud.com/pages/privacy>.

**Sponsor and Administrator:** SoundCloud, Inc., 71 5th Ave, Floor 5, New York City, NY 10010.