

**TERMS AND CONDITIONS FOR
BL3SS (“ARTIST”) ‘KISSES (FT. BBYCLOSE)’ (“TRACK”) REMIX COMPETITION HOSTED BY REPOST
EXCHANGE (“REMIX COMPETITION”)**

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

BY PARTICIPATING INTO THIS REMIX COMPETITION, 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 Remix Competition promotion is being run by Repost Exchange of Unit 4a, Tileyard Studios, Tileyard Road, London, N7 9AH (“we”, “us”, “our”) in collaboration with Warner Music UK trading as Atlantic Records UK (“Warner”). Repost Exchange are the “Promoter” of the Remix Competition. The Artist is the owner and Warner are the exclusive licensees of the Track, and any elements of the Track provided to the entrant by Promoter (the “Stems”). By providing your details to us you confirm that you would like to participate in the Remix Competition by way of submission of a remix 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 a legal resident in the USA (ex. Puerto Rico, U.S. Virgin Islands and all other U.S. territories) (hereafter, the “**United States**”), the UK, Ireland, Germany and Australia (the “**Eligibility Area**”) and at least the age of majority in your jurisdiction of residence to participate in this Remix Competition. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states in the United States may impose additional eligibility restrictions). 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 Remix Competition.
- 1.2. This Remix Competition is open from 12:00:00 PM UTC time on Friday 26th July 2024 until 11:59:59 PM UTC time on Monday 19th August 2024. Promoter’s computer shall function as the official clock for the Remix Competition. 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) (**for participants resident in Germany:** the general liability regulation according to section 8.3 sub-section 3 applies). 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 Remix Competition will not be accepted and are void. To participate in the Remix Competition you must have a SoundCloud account and you acknowledge that you have read agreed to SoundCloud’s Terms of Use (<https://soundcloud.com/terms-of-use>) and Privacy Policy (<https://soundcloud.com/pages/privacy>). You must also have an unlimited or free access to the Internet. No purchase or payment of any kind is necessary to take part in this Remix Competition, nor is a paid subscription to SoundCloud required.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Remix Competition any participant who has not complied with these Ts&Cs and to select another participant.

2. HOW TO PARTICIPATE

- 2.1. The Remix Competition will be promoted on the following URL address: <https://repostexchange.com/> (the “Website”) and on our, related third party and artist social media accounts and/or mailing lists. To participate in the Remix Competition, participants

must (i) create an original recording using at least one of the Stems provided from the Track (the “**Remix**”); (ii) upload the Remix to SoundCloud, and enter the link on the Repost Exchange competition page (lossless file format such as WAV, AIFF, FLAC, ALAC is recommended though not required); and (iii) complete the submission form on the competition page, including consenting to any necessary consents, by the closing date. We only allow one entry per person and per email address. Joint/group/team submissions are allowed where multiple parties have contributed to the creation of the Remix, however they can only be submitted by one party. Please see the Website for further details.

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 (<https://repostexchange.com/privacy-policy>) to administer the Remix Competition.

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 Remix Competition.

3. PRIZE

3.1. The participant whose entry is selected by Repost Exchange, Atlantic Records UK, and the Artist (the “**Judging Team**”) according to the criteria set out in paragraph 4.1 below (‘**Winning Entrant**’) will be contacted by the notification date at clause 4.2 and have the opportunity to enter into a remix agreement with Warner for official release of the winning Remix (the ‘**Remix Agreement**’). Following the Winning Entrant’s signature of the Remix Agreement, subject to Atlantic Records UK A&R approval, they will be designated as the Winner. There will be one (1) winner only. The Winning Entrant will not be obliged to enter the Remix Agreement, however in the event that they do not (or where there is unreasonable delay in obtaining a response regarding the Remix Agreement) the Judging Team may at their discretion select an alternative (or several alternative) Winning Entrant(s).

3.1.1. A Remix Agreement will cover matters relating to the applicable Remix including but not limited to the following:

- i) The assignment by the Winning Entrant of any and all rights they might own in the Remix to Warner Music UK Limited (and so the Remix shall be owned entirely by Warner Music UK Limited and shall be released at the discretion of Atlantic Records UK).
- ii) An agreement from the Winning Entrant that the Remix, excluding the use of the elements of the Track provided to the entrant by Repost Exchange (the ‘Stems’) which are owned by the Artist and exclusively licensed to Warner Music UK Limited, will be an original creation made solely by the Winning Entrant and that the Winning Entrant will be responsible for obtaining any and all approvals and rights from any relevant third party for material embodied in the Remix;
- iii) An agreement from the Winning Entrant that Warner Music UK Limited may use the entrant’s name and likeness for credit and promotional purposes;

3.1.2. Those selected as Winning Entrant(s) and runners up give their permission that Repost Exchange share their name and contact details (email address or as otherwise provided) with Warner for the purpose of contacting them in relation to the Prize.

3.2. The Winning Entrant and two (2) runners up selected by the Judging Team (the “**runners up**”) will have the opportunity to win an official ‘Atlantic 75’ T-shirt (Estimated Value: GBP £30) as well as additional prizes on offer which are listed on the competition page at the following link: <https://repostexchange.com/competitions/view/bl3ss-kisses/prizes>.

3.3. Winners and runners up are solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs, including all recording costs, mixing and mastering of the

Remix. Winners and runners up will also be responsible for all applicable personal documentation (such as valid ID card and/or passport) and taxes and customs duties, if any, relating to and/or payable in respect of the prize.

- 3.4. The prize is non-transferable and has no cash value. No cash or cash alternatives will be available for any of the prize. However, we reserve the right to substitute an opportunity of equal or greater value at any time if we withdraw the prize (in whole or in part) for any reason or the prizes become unavailable (in whole or in part).

For Winners resident in the United States: All winners in the United States shall sign any required releases or consents required by Promoter and submit to our standard clearance process for the United States, in our sole discretion, including, without limitation, a background check and liability check.

4. WINNER SELECTION AND NOTIFICATION

- 4.1. The Remixes of one (1) Winning Entrant and two (2) runners up from participants will be selected by the Judging Team based on standard of production, originality, and creative flair . Submissions will be selected by no later than 23:59:59 UTC UK time on 28th August 2024. The odds of selection depend upon the total number of eligible submissions received and satisfying the selection criteria as set forth herein. The Judging Team's decision is final.
- 4.2. We and/or Warner will attempt to notify the selected participants by no later than 19:00:00 UTC UK time on 29th August 2024 using the contact details submitted on submission. The Winner and runners up consent to the Promoter sharing their contact details with Warner for this purpose. 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 and/or Warner will not notify unsuccessful participants.
- 4.3. If any of the following circumstances apply, a winner or runner up will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to us) and an alternative winner or runner up may be selected using the process set out above:
 - 4.3.1. any correspondence relating to the prize is returned as non-deliverable;
 - 4.3.2. the Winning Entrant or runner up does not provide requested evidence of identity, age, residency, or being the authorised holder of the email account from which the Entry was submitted to Promoter's satisfaction within forty-eight (48) hours of such request being made; or
 - 4.3.3. we determine non-compliance with any of these Ts&Cs for justifiable reasons.
 - 4.3.4. the relevant Remix contains samples from recordings or compositions that have already been commercially released or are owned by or exclusively licensed to a third party.
- 4.4. After selection, the name of the selected participants may be posted to the Remix Competition site, and/or to another Promoter-affiliated site or service, and/or to Warner or the Artist's social media accounts. 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 will provide written consent to the foregoing uses.

5. CONTENT SUBMITTED BY PARTICIPANTS AND INTELLECTUAL PROPERTY

5.1. By taking part in this Remix Competition you represent and warrant that:

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

5.1.2. you have the legal right and authority to participate in this Remix Competition;

5.1.3. you have not submitted and shall not submit your Remix to any other site or service, or any sweepstakes, festival, or promotion, whether online or otherwise;

5.1.4. the Remix is all your original, sole work (excluding the use of Stems) and you have not copied or plagiarised from any third party work;

5.1.5. you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under the Remix and to grant the rights and licenses set forth herein, and such Remix does not contain any third party content, materials or extracts or intellectual property eg. "sampled" or "replayed" material (other than the lyrics, musical composition and sound recording of the Track which is the subject of the Remix Competition);

5.1.6. you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Remix that you post, to use such individual's name and likeness for purposes of using and otherwise exploiting such Remix 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);

5.1.7. Your Remix does 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;

5.1.8. in creating the Remix, and submitting your Remix, 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 F agreement with any third party).

5.2. 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 Remix Competition or the Remix, 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 Remix.

- 5.3. For clarity, as between you, Warner and Promoter, **insofar as the Remix incorporates any material, 'stems', content or recordings owned by the Artist and/or exclusively licensed by Warner or any related entity ('Warner Owned Material'), such content will continue to be owned and/or exclusively licensed by such entity, and nothing herein authorizes you to use such content for any purpose.** For the avoidance of doubt, **you may not commercially release or exploit the Remix embodying Warner Owned Material on any platform or in any media, unless officially through Atlantic Records UK, having signed a Remix Agreement and having been designated as the Winner.** By submitting your Remix, you hereby irrevocably agree that the entire copyright and all other rights in the Remix and all derivatives produced and/or remixed by you are vested in Warner Music UK Limited ('Warner') throughout the world for the full period of copyright and all extensions and renewals thereof and insofar as any rights (including without limitation copyright) are vested in you, you hereby assign to Warner the aforesaid rights and, only upon entering into a Remix Agreement with you with your full consent and agreement, Warner shall be free to exploit the Remix and all derivatives thereof and to authorise others so to do without further reference or payment to you. The foregoing license shall survive any termination or expiration of this Remix Competition for any reason. Warner hereby grants to you the revocable, non-exclusive right to post the Remix on SoundCloud (either as a private link or publicly available) for the purposes of entering the Remix Competition via Repost Exchange. Warner reserves the right to require the takedown of any Remix at any time, during or following the end of the Remix Competition.

6. PUBLICITY

7. By entering this Remix Competition, each participant, expressly agrees and consents to the publication of their name and country/territory of residence to demonstrate the legitimacy and transparency of the Promotion. **For participants resident in the UK or the EEA:** you can object to the publication of your name for example by emailing us at support@repostexchange.com. Winners and runners up may also be required to take part in our promotional publicity and sign a release form in respect of such publicity. By entering into this Promotion, you agree to provide and that we, Warner and the Artist (or any third party we may choose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country/territory of residence and/or other indicia of your persona in any kind of medias (including without limitation Internet especially on all promoters' related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (including without limitation printed materials, posters, press advertisements, online materials as for instance web-banners and emails, audio-visual commercials, etc.), worldwide for advertising and promotional purposes in connection with the Promotion without additional authorisation, notice or compensation unless prohibited by law.

8. DATA PROTECTION

For participants not resident in Germany: 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 Remix Competition, and otherwise in accordance with our Privacy Policy, available at <https://repostexchange.com/privacy-policy>. We will share the contact details of the Winning Entrant and runners up with Warner and its affiliates, service providers and/or agents for the purpose of administering the Prize. This will be processed in accordance with Warner's Privacy Policy located at www.wminewmedia.com/privacy. Delivering personal data is voluntary but it is essential in order to take part in the Remix Competition. 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 support@repostexchange.com or (in respect of winner notification) privacypolicy@wmg.com.

For participants resident in Germany: Participants' personal data will be processed by us and/or the third parties acting on our behalf, in connection with operating the Promotion (including administering opportunities) according to our Privacy Policy, available at <https://repostexchange.com/privacy-policy>. We will share the contact details of the Winning Entrant and runners up with Warner and its affiliates, service providers and/or agents for the purpose of administering the Prize. This will be processed in accordance with Warner's Privacy Policy located at www.wminewmedia.com/privacy. Delivering personal data is voluntary but it is essential in order to take part in the Promotion. 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 support@repostexchange.com or (in respect of winner notification) privacypolicy@wmg.com.

9. GENERAL

- 9.1. Subject to, where applicable, the approval of those authorities that have issued permits for the conduct of this Remix Competition, we may in our absolute discretion modify, amend, cancel or suspend these Ts&Cs, the Remix Competition and/or the release of the Remix 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.
- 9.2. Subject to applicable laws, we reserve the right to disqualify any participant for justifiable reasons. In addition, acts of tampering with the Remix Competition (including the URL) will result in disqualification; but, disqualification shall not represent the sole remedy available to Promoter.
- 9.3. 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 Remix Competition. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Remix Competition (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 Remix Competition) or acceptance, use, misuse or non-use of Remix Competition (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.
- 9.4. **For participants resident in Australia:** Notwithstanding the above, to the fullest extent permitted by law, Repost Exchange and Warner and its affiliates, associated agencies and companies 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 Remix Competition including participating in any Remix Competition;
 - (b) any late, lost or misdirected Remix Competitions or failure to receive any Remix Competition in the Remix Competition;
 - (c) any travel won in or in connection with the Remix Competition;
 - (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 Remix Competition in accordance with Ts&Cs;
 - (f) any unauthorised human intervention in any part of the Remix Competition (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 Remix Competition;
- (h) any act or omission, deliberate or negligent, by Repost Exchange, 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 Repost Exchange or 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.

9.5. **For participants not resident in Germany:** Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these Ts&Cs apply to this Remix Competition. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Remix Competition (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 Remix Competition) = except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.

9.6. **For participants resident in Germany:** We shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.

(a) In an event of slight negligence, we shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the meaning of this provision is an obligation whose fulfilment makes the implementation of this contract possible in the first place and on the fulfilment of which the contractual partner may therefore generally rely.

(b) In a case according to Clause (a), we shall not be liable for any lack of commercial success, lost profits and indirect damages.

(c) Liability in accordance with the above Clauses (a) and (b) shall be limited to the typical, foreseeable damages.

(d) The limitation of liability shall apply mutatis mutandis to the benefit of our employees, agents and vicarious agents.

Any potential liability on our part for any warranties and for claims based on the German Product Liability Act shall not be affected.

10. RELEASE

10.1. **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 REMIX IN CONNECTION WITH THE REMIX COMPETITION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

10.2. In the event that any event or action outside the Promoter's control prevents or significantly hinders Promoter's ability to proceed with the Remix Competition 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), Promoter may for justifiable reasons cancel the Remix Competition and recommence it from the start at another time on the same conditions. If the Remix Competition is regulated by any applicable government body, the cancellation or recommencement of the Remix Competition will be subject to any requirements imposed by such body.

- 10.3. If for any reason this Remix Competition is not capable of running as planned due to causes beyond the control of Promoter which affect the proper conduct of this Remix Competition, Promoter 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 Remix Competition subject to the requirements of any relevant government body that regulates the running of the Remix Competition.
- 10.4. Each participant is responsible for obtaining their own independent legal advice.
- 10.5. We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.
- 10.6. Our decisions on any issue arising out of or in relation to this Remix Competition 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.
- 10.7. This Remix Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram/SoundCloud. Participants hereby release each of SoundCloud, Facebook, Instagram and Twitter from all responsibility and liability in respect of the Remix Competition. By participating in this Remix Competition, participant acknowledges that SoundCloud/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 SoundCloud/Facebook/ Instagram/Twitter accounts for the purpose of this Remix Competition, or (b) participant's inability to access, use, or successfully use his or her SoundCloud/Facebook/Twitter/Instagram accounts for this Remix Competition.

11. GOVERNING LAW

- 11.1. Unless prohibited by law, the Remix Competition and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of England and Wales.
- 11.2. **FOR RESIDENTS OF THE UNITED STATES:** Unless prohibited by law, the Remix Competition and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. participants agree that any cause of action arising out of or related to their entries or otherwise related to the Remix Competition must commence within one (1) year after the cause of action occurs, otherwise, such cause of action shall be permanently barred.