

## OFFICIAL CONTEST RULES

### Jully Black, Universal Music Canada, Inc. & MXP4 present / "Running" REMIX CONTEST

These Official Contest Rules govern your participation in the Jully Black / "Running" Remix Contest (the "Contest"). Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Official Contest Rules. It is important that you read and understand them.

#### 1. Sponsors.

The Contest is sponsored by **Jully Black, Universal Music Canada, Inc. ("Universal") & MXP4** 46 Rue d'Amsterdam 75009 Paris (collectively, the "Sponsors").

#### 2. Who Is Eligible?

The Contest is open to all residents of Canada who have reached the age of majority in their province of residence at the time of Contest entry with the exception of: employees of the Sponsors, their respective parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, and any other parties engaged in the development, production or distribution of the Contest materials, or those living in the same household as any of the above.

#### 3. How To Enter

NO PURCHASE NECESSARY, this is a skill-based competition.

(a) Universal is offering you the chance to engage directly with Jully Black by giving access to her music and allowing you to remix the content without limiting artistic freedom. To enter the Contest and create a mix go to the contest page on the Jully Black web sites, or the link <http://mvp4.com/play-with-it/jullyblack/> and click on the Remix Contest sticker (the "Contest Page") and follow the directions to enter between October the 20<sup>th</sup>, 2009 and on December the 20<sup>th</sup>, 2009 (the "Contest Period").

(b) In order to participate in the Contest, you must first click the link marked "Download the stems" on the Contest Page (the "Player"). This will cause an e-mail to pop up automatically with a request for your email address, and a box to check if you accept the Official Contest Rules. Type your email address into the space indicated, and, if you have read and understood these Official Contest Rules, check the designated box and click "Send". You will then be sent, via e-mail, the stems of Jully Black / "Running" single. You may then create a version ("Your Version"). Any music you create yourself, material in the public domain, and/or other original elements you must have express permission to use and assign in

accordance with paragraph 4(b)(ii) of these Official Contest Rules. **IF YOU USE CONTENT THAT YOU ARE NOT AUTHORIZED TO USE, YOU ARE NOT ENTITLED TO ENTER THIS COMPETITION AND YOUR ENTRY WILL AUTOMATICALLY BE DISQUALIFIED BY THE SPONSORS AND NOT CONSIDERED BY THE JUDGES.**

(c) To enter Your Version in the Contest, click the link marked "Upload Your Version" on the Player. This will cause an email to pop up automatically with requests that you attach Your Version to the email (or provide a link to Your Version), and provide along with it the following information: your full name, mailing address, email address, age, and telephone number. Provide the requested link or attachment and the other information requested, then click "Send".

(d) For purposes of these Official Contest Rules, July Black / "Running", or portions thereof, shall be defined as "July Black Content", and the elements added by an entrant collectively shall be referred to herein as the entrant's "Submission Materials".

(e) Any person may only enter once. By entering, entrants agree to be bound by the decisions of the judges, Sponsors and these Official Contest Rules and to comply with all federal, state, and local laws and regulations. Neither Sponsors nor those working for or on behalf of either of the Sponsors, will be responsible for lost, late, misdirected, damaged, or postage due mail or e-mail, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays. Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Contest Rules are also void. In the event of a dispute concerning who submitted an e-mail entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account from which the entry is made. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address. Such person will be considered the official entrant for a particular entry.

(f) The Submission Materials may not contain references which are obscene, crude or vulgar, gang identification, references to commercial products, license plate numbers, phone numbers, personal addresses (physical or email), Web site URLs, derogatory characterizations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsors, in their sole discretion.

#### 4. Our Right to Use Your Work and Information about You

(a) Submission Materials and Your Version become the property of July Black and will not be acknowledged or returned.

(b) With the exception of any July Black Content:

(i) you represent and warrant that: (A) all contents of Submission Materials are wholly original, have been created entirely by you, have not been taken in whole or in part from any source other than yourself and do not incorporate or include anything that is owned by any third party or would require the consent of any third party; (B) you own and/or control 100% of all right, title and interest in and to the Submission Materials, as well as all elements contained therein; (C) the Submission Materials do not and shall not violate any law or the copyright, trademark, publicity right, privacy right, or any other right of any third party; (D) the Submission Materials, or any part thereof, have not been commercially released; and (E) you have the written consent, release and/or permission of each and every participant in the Submission Material to participate in the Submission Materials as contemplated by these Official Contest Rules; and

(ii) you agree that the Submission Materials and Your Version shall be a “work made for hire,” with all rights therein, including, without limitation, the exclusive copyright, being the property of July Black. In the event the Submission Materials and/or Your Version are considered not to be a “work made for hire,” you irrevocably assign to the Sponsors all right, title, and interest in the Submission Materials and Your Version included in your entry (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

(c) You hereby hold Sponsors harmless from and against any third party claims arising from use of the Submission Materials. You waive any right to privacy. You waive any right to inspect or approve uses of the Submission Materials or to be compensated for any such uses. You hereby represent and warrant that you have read these Official Contest Rules and are fully familiar with its contents.

(d) By providing Submission Materials in connection with this Contest, you grant to Sponsors and their affiliated companies the right, except where prohibited by law, to use (i) entry form information including your name, address (city and state), age, and e-mail address, (ii) if provided by you with your Submission Materials, your picture or other visual images, your likeness, your biographical information, and (iii) the Submission Materials and Your Version, for advertising and promotional purposes in promoting or publicizing Your Version, Sponsors and their products and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsors and their affiliated companies with respect to all entrants in the Contest, including the entrant who is selected as the Winner and

those entrants who are not selected as the Winner. Sponsors are under no obligation to use the Submission Materials or Your Version for any purpose.

#### 5. Judging; Prizes.

(a) Submitted Remixes that are part of valid entries received during the Contest Period will be posted on the Contest Page, where fans will be able to vote for their 5 favorites (the "Fan Favorites") until December the 20<sup>th</sup>, 2009. After voting closes, July Black (or its representatives) will pick one Winner (the "Grand Prize Winner") by whatever method they see fit.

"Grand Prize Winner" will receive:

- \$500 (CDN)
- Your Version of "Running" will be included on July Black's Myspace and Official Site
- One (1) signed copy of the July Black CD "The Black Book"

(b) Winner will be selected on or about January the 1<sup>st</sup>, 2009. July Black (or its representatives') decision shall be final and binding in all regards.

(c) Winner will be notified by telephone or email and will be required to sign, have notarized and return an Affidavit of Eligibility and Publicity/Liability Release (and any other documents required by Sponsors), within five (5) calendar days of notification. Each individual appearing in the winning Submission Materials (or such individual's parent or legal guardian, if such individual is under the age of majority in his or her province of residence) shall be required to sign a Publicity/Liability Release within five (5) calendar days after notification. The Winner will also be required to send a copy of his/her passport, driver's license or birth certificate as proof of age and residency. If a Winner cannot be contacted within five (5) calendar days of first notification attempt, if the prize notification is returned as undeliverable, if the Winner rejects the prize, in the event of noncompliance with these Rules, or if the Affidavit of Eligibility and Publicity/Liability Release is not executed by the Winner, the prize will be forfeited and an alternate Winner may be selected. Upon prize forfeiture, no compensation will be given. The Affidavit of Eligibility and Publicity/Liability Release must be complete and must include the Winner's social security or resident alien identification number. The information in Winner's Affidavit of Eligibility must be correct and must be identical to the information provided in Winner's entry or the Winner will be disqualified.

**NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR VERSION WILL BE USED BY SPONSORS OR OTHERWISE.**

(d) Prize is subject to availability, may not be exchanged for cash, is non-transferable, non-refundable, may not be sold, and must be accepted as awarded, without substitutions. Prize

does not include any additional expenses, including but not limited to, incidentals, meals, telephone charges, insurance, souvenirs, transportation or applicable taxes which are the responsibility of the Winner. Other conditions and restrictions may apply.(e) The approximate retail value of the prizes is six hundred dollars in Canadian funds (\$600 CDN). That determination is final and binding and cannot be appealed. If the actual value of the prizes turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

(f) By accepting the prizes, the Winner releases and discharges Sponsors, their respective affiliated companies and the respective parent, subsidiaries, affiliates, advertising and promotion agencies of each, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest. Sponsors reserve the right to substitute a prize of equal or greater value for any prize, or to pay Winner a cash equivalent (the value of which shall be determined by Sponsors in their sole discretion) for any reason.

(g) If, for reasons beyond the control of Sponsors (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, Sponsors, at their sole discretion, reserve the right to cancel or modify the Contest, without liability. If a sufficient number of eligible entries (as determined by Sponsors in their sole discretion) are not received by the end of the Contest period, Sponsors reserve the right not to award any or all prizes. All taxes levied on any prize awarded in the Contest (including, but not limited to, income taxes) are the sole responsibility of Winner. All entrants agree to comply fully with each provision in these Official Contest Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Contest Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

## 6. Issues of Law.

The Contest is subject to all applicable Federal, Provincial and Municipal laws. This Contest is void where restricted or prohibited by law.

## 7. Your Release of Sponsors from Any and All Liability.

Entrants agree that Sponsors shall not be liable for losses or injuries of any kind resulting from: (i) acceptance/possession and/or use/misuse of prize(s), (ii) participation in the Contest, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer dating mechanism, computer equipment, hardware and/or software, or (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official

Contest Rules. Entrants also agree that Sponsors are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the Contest and/or its prizes. Sponsors are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Sponsors reserve the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

8. How to Get More Information.

For the Winner's name, please visit <http://mxp4.com/play-with-it/jullyblack/>

Copies of these Official Contest Rules and Winner may be obtained by sending an e-mail to [info@mxp4.com](mailto:info@mxp4.com).

Questions regarding the Contest can be directed by email to: [info@mxp4.com](mailto:info@mxp4.com).