

# **MXP4 presents**

## **Pony Pony Run Run REMIX CONTEST**

These Official Contest Rules govern your participation in the Pony Pony Run Run 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 3ème BUREAU, a label from WAGRAM MUSIC SA (RCS Paris B 419 890 363 – 19, rue des Plantes 75014 Paris) (label) and MXP4, 46 Rue d’Amsterdam 75009 Paris.

### **2. Who Is Eligible?**

NO PURCHASE NECESSARY. Only persons who are at least fifteen (15) years old are eligible to enter the Contest. Employees, agents or officers of 3ème BUREAU, their subsidiaries and affiliates, or of any entity involved in the development, production, implementation and distribution of the Contest including, but not limited to, any advertising or promotion agency, supplier of prizes for the Contest, parent company, service provider, parent company, subsidiary or affiliate of any such entity or any other entity directly associated with the Contest (“Sponsors Parties”), or any member of the immediate family of and/or person living in the same household as such persons, are ineligible to enter the Contest.

### **3. How To Enter.**

(a) The Sponsors are offering you the chance to remix 3ème BUREAU track “Walking on the line” by the artist Pony Pony Run Run, as featured on “Pony Pony Run Run” album release. To enter the Contest and create a mix go to the contest page at: <http://www.mxp4.com/remixcontest/ponyponyrunrun/walkingoneline.html> (the “Contest Page”) and follow the directions to enter between January the 12<sup>th</sup> to April the 26<sup>th</sup> (the “Contest Period”).

(b) In order to participate in the Contest, you must first click the link marked “Download the Parts” on the Remix Content player 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, part snippets of PPRR track, “Walking on the line”. You may then create a “Walking on the line” remix (“Your Remix”) by adding to the parts received, and any other snippets you are able to trade with other entrants; such elements as: music you create yourself, material in the public domain, and/or other original elements you 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 Remix in the Contest, click the link marked "Upload Your Remix" on the Player. This will cause an email to pop up automatically with requests that you attach Your Remix to the email (or provide a link to Your Remix), 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, Pony Pony Run Run single, "Walking on the line", or portions thereof, shall be defined as "SME 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, Sponsors Parties and these Official Contest Rules and to comply with all state and local laws and regulations. Neither Sponsors nor those working for or on behalf of either of 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 Remix become the property of SME and will not be acknowledged or returned.

(b) With the exception of any SME 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 Remix shall be a “work made for hire,” with all rights therein, including, without limitation, the exclusive copyright, being the property of SME. In the event the Submission Materials and/or Your Remix are considered not to be a “work made for hire,” you irrevocably assign to Sponsor all right, title, and interest in the Submission Materials and Your Remix 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 and Sponsors Parties harmless from and against any third party claim 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 and any other person whose performance is identifiable in the Submission Materials are at least 15 years of age, and 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, their affiliated companies, and Sponsors Parties 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 Remix, for advertising and promotional purposes in promoting or publicizing Your Remix, Sponsors, Sponsors Parties 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 and Sponsors Parties are under no obligation to use the Submission Materials or Your Remix 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 five (5) favorites (the "Fan Favorites") until April the 26th. After voting closes, PPRR will pick one (1) Winner (collectively, the "Grand Prize Winner") from among the Fan Favorites, on the basis of the following criteria: creativity (25%), musicality (25%), originality (25%) and presentation (25%). In the instance event of a tie, the Grand Prize Winner shall be the entry which has the higher score in originality (collectively, "Grand Prize Winner"). The remaining four (4) selected remixes will be considered Runners- Up. For the purposes of these Official Rules, the Grand Prize Winner and Runners- Up shall be collectively referred to as "Winners".

The one (1) Grand Prize Winner will have :

A digital release of "Walking on a line"

A autographed T-shirt

2 tickets for a chosen concert date of Pony Pony Run Run (Transport and hosting not included)

The four (4) Runners- Up will each receive:

An autographed Tshirt

An autographed vinyl

(b) Winners will be selected on or about may the 17th. PPRR (or its representatives') decision shall be final and binding in all regards.

(c) Winners will be notified by telephone or email. If a Winner cannot be contacted within ten (10) calendar days of first notification attempt, if the prize notification is returned as undeliverable, if a Winner rejects the prize, in the event of noncompliance with these Rules, the prize will be forfeited and an alternative Winner may be selected. Upon prize forfeiture, no compensation will be given.

(d) Prizes are non-transferable. Prize does not include any additional expenses, including, but not limited to incidentals, travel costs, accommodation costs, telephone charges or other taxes and surcharges which are the responsibility of the Winners. No substitutions or cash redemptions.

(e) By accepting the prizes, each of the Winners and each of the Runners Up releases and discharges Sponsors, Sponsors Parties, their respective affiliated companies and the respective parents, 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 comparable prize of like or greater value for any prize.

(g) If, for reasons beyond the control of Sponsors or Sponsors Parties (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 Winners. 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. Your Release of Sponsors from Any and All Liability.

Entrants agree that Sponsors and Sponsors Parties 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 and Sponsors Parties 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 and Sponsors Parties 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.

#### 7. How to Get More Information.

For a list of the Winners, please visit the Contest Page.

Copies of these Official Contest Rules and a list of Winners and Runners Up may be obtained by sending an e-mail to MXP4 : [info@mxp4.com](mailto:info@mxp4.com). Requests for Official Contest Rules must be received by MXP4 . All times and dates in these Official Contest Rules are Greenwich Mean Time.

Questions regarding the Contest can be directed by email to: MXP4 [info@mxp4.com](mailto:info@mxp4.com)