

Originals² Remix Challenge Official Rules, Terms, and Conditions

These official rules, terms, and conditions (the “**Terms**”) govern your participation in the remix competition (the “**Competition**”) with prizes provided by Microsoft Corporation (“**Microsoft**”) (the “**Prize Provider**”) and operated by LabelRadar Inc. of PO Box 164, South Easton, MA 02375 (“**LabelRadar**”) and its promotional partners, including, but not limited to, Beatport, LLC (“**Beatport**”), and in association with the third party owners, GIOLI & ASSIA and DIESIS RECORDS (collectively hereinafter, the “**Partners**”) of the intellectual property provided (the “**Source Materials**”) for the purposes of the Competition. By entering the Competition and submitting your entry and Remix (as defined below), you confirm that you have read and understood these Terms and agree to be bound by them. Please read these Terms carefully, as these Terms form a binding legal agreement between yourself and LabelRadar.

In the event that you are submitting with the consent of another person, for example if you are part of an artist duo or group, you shall ensure that, and it is deemed that, you and the other person or people have all read and understood these Terms and agree to be bound by them. Any reference to ‘**you**’ in these Terms, where the context so permits, shall include the other person with whom you enter into the Competition.

1. ABOUT US

The promoter of the Competition is LabelRadar Inc. of PO Box 164, South Easton, MA 02375.

2. HOW TO ENTER

2.1 The Competition will run from **February 1, 2022** at 7am PST (the “Opening Date”) to **March 13, 2022** at 11:59pm PST (the “Closing Date”) inclusive (the “Competition Period”). LabelRadar or the Partners may adjust (either shorten or extend) the Competition Period at their absolute discretion, which adjustment shall be published through the Opportunity Portal (as defined below). Before changing the Competition Period, LabelRadar or the Partners shall use all reasonable endeavors to notify you and ensure that you are not disadvantaged by such change.

2.2 All Competition entries must be received by LabelRadar by a specific time on the Closing Date to be stated on the Opportunity Portal. All Competition

entries received after this time (whether or not they were submitted before) will be void and will not be entered into the Competition.

2.3 Any Competition will only be deemed as accepted when LabelRadar's servers record the submission of your entry information. In the event that the timing of a submission is contested, LabelRadar's server information shall supersede any other evidence of a submission's time of delivery/receipt. Any automatic receipt (such as a confirmation email) does not constitute proof of actual receipt of your entry to the Competition for the purpose of these Terms.

2.4 To enter the Competition you **must** complete the following actions in their entirety, if you do not complete all of the following actions, your entry will be deemed ineligible:

2.4.1 Downloading the source materials ("Source Materials") provided by the Partners and specifically made available at the following locations: the Competition opportunities web page of LabelRadar's website (www.labelradar.com, the "Website") (<https://www.labelradar.com/opportunities/gioliandassiacompetition/portal>), the "Opportunity Portal") and/or at <https://1drv.ms/u/s!AkIhiVJwbGvHgTSHhV3bHHZVN1PJ?e=CLiOxW;> and

2.4.3 Creating a unique derivative musical work that is substantially different to the Source Materials for the purpose of being remixed, but which retains significant elements of the Source Materials (the "Remix"), your remix must include at least one of the samples or loops from the Loopcloud library available at <https://www.loopcloud.com/cloud/subscriptions/plans>; and

2.4.3 Uploading the Remix through the Opportunity Portal in one of the file formats specified on the Opportunity Portal; and

2.4.4 Completing the rest of the entry form through the Opportunity Portal by providing necessary information that is required to enter the Competition.

2.5 No purchase or payment is necessary for the purpose of accessing and entering the Competition.

2.6 Unless otherwise stated on the Opportunity Portal, you may only submit one entry to the Competition. Entries over the maximum number of entries will be void.

2.7 The Competition entries will be judged by a panel of judges (including one independent member, who may be a Partner) appointed by the Partners. The decision of the panel of judges (acting reasonably) will be final.

3. ELIGIBILITY

3.1 The Competition is only open to individuals who, for the duration from the Opening Date and the Closing Date (both inclusive):

3.1.1 have an active account on the Website, by either signing up for a thirty (30)-day free trial *or* having an existing paid subscription; and

3.1.2 reside in a jurisdiction where the Competition is permitted by applicable law; and

3.1.3 are over the age of 18 and have the legal capacity to enter into a binding contract in the jurisdiction in which they reside.

3.1.4 are not a resident of a country where the Competition is not valid, including Brunei, Afghanistan, Cuba, Democratic Republic of Congo, Eritrea, Fiji, Gambia, Indonesia, Iran, Iraq, Kyrgyzstan, Libya, Micronesia, North Korea, Pakistan, Palau, Somalia, Sri Lanka, Sudan, and Syria, and anywhere else such Competition may be void by law.

3.1.5 have read, understood and agreed to be bound by these Terms, terms and conditions of the Website and the privacy policy of LabelRadar in force at the point of entry of the Competition (the current versions of which are available at <https://www.labelradar.com/terms-andconditions> and <https://www.labelradar.com/privacy-policy>).

3.2 If you reside outside the UK, it is your responsibility to check if the country or region in which you reside is a jurisdiction which permits the Competition.

3.3 The following persons are not eligible to enter to the Competition:

3.3.1 employees, officers or workers of LabelRadar or its group companies;

3.3.2 employees, officers or workers of agents or suppliers of LabelRadar or its group companies, or of the Partners, who are connected with the Competition or its administration; or

3.3.3 members of the immediate families or households of 3.3.1 and 3.3.2 above.

3.4 In entering the Competition, you warrant and represent to LabelRadar that you are eligible to do so and eligible to claim any Prize (as defined below) you may win. LabelRadar may require you to provide proof of age, residence, or eligibility. Delay or failure to provide the evidence to LabelRadar's reasonable satisfaction may result in an entry being void or a Prize being forfeited.

3.5 Unless otherwise stated on the Opportunity Portal, there is a limit of one entry per person or group. Unless otherwise specified in these Terms, entries on behalf of another person will not be accepted and joint submissions are not allowed.

3.6 LabelRadar and Partners reserve all rights to disqualify you if:

3.6.1 your conduct is contrary to the spirit or intention of the Competition;

3.6.2 you provide material to the Competition that contains false, fraudulent or misleading information;

3.6.3 you upload or otherwise disseminate any virus, adware, spyware, trojan, worm, or other material which is malicious or technologically harmful;

3.6.4 you do not meet the eligibility for the Competition Period;

3.6.5 you are in breach of any of these Terms;

3.6.6 you fail to comply with the warranty and representation under these Terms; or

3.6.7 you take any action that may be reasonably expected to expose LabelRadar or the Partners to disrepute or legal liability.

3.7 Only Remixes using Source Materials will be accepted for the purpose of entering the Competition. Entries to the Competition are void if:

3.7.1 any Remixes of songs that are not using Source Materials;

3.7.2 they do not comply with these Terms;

3.7.3 they are prohibited by applicable law in a jurisdiction in which you reside (even if you subvert the in-platform restrictions that should have prevented you from being eligible to enter the Competition); or

3.7.4 they are considered by LabelRadar (in its absolute discretion) to be part of an attempt to manipulate or unfairly influence the outcome of the Competition.

3.8 LabelRadar and Partner's decision as to whether you or your entry is eligible for the Competition is final and LabelRadar nor the Partners are obliged to provide any reasons for disqualification.

3.9 The Competition shall begin from the date it is listed publicly on the Website and will end on the date and time specified on the Opportunity Portal (the "Competition Period"). LabelRadar or Partners may adjust and shorten/extend the Competition Period at its discretion, should the need arise. Any adjustment will be communicated through the Opportunity Portal through the adjustment of the deadline date for Entries. Entries to the Competition will only be accepted during the Competition Period. An Entry will only be deemed as accepted when LabelRadar's servers record the submission of your Entry information. In the event that a submission's validity is contested regarding timing of the submission, LabelRadar's server information shall supersede any other evidence of a submission's time of delivery/receipt.

4. THE PRIZE

4.1 The prize for the Competition (the "**Prize**") shall be determined by LabelRadar and the Partners in collaboration with the Prize Provider and will be displayed on the Opportunity Portal before the Opening Date and throughout the Competition Period.

4.2 LabelRadar, the Partners, and the Prize Provider make no warranties or representations regarding the quality of a Prize or how closely the Prize you receive matches the description of the Prize on the Opportunity Portal. If the actual prize value is less than the estimated value stated on the Opportunity Portal, Winners will not receive any remuneration to cover the difference.

4.3 Winners are solely responsible for paying all associated costs that are not specifically stated in these Terms. Winners will also be responsible for all applicable personal documentation (such as valid ID card and/or passport, if applicable) taxes and customs duties, if any, relating to and/or payable in respect of the Prize.

4.4 The Prize may be subject to additional terms and conditions imposed by the supplier or other organization connected to the Competition.

4.5 For the Microsoft Surface Product Suite, except for applicable manufacturer's limited warranties and any rights you may have under your local laws, prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose); you assume the entire risk of quality and performance, and should the prizes prove defective, you assume the entire cost of all necessary servicing or repair. Microsoft's limited warranty terms can be found at <https://support.microsoft.com/warranty>, and specifically the U.S. warranty is [here](#).

4.6 If necessary due to circumstances beyond LabelRadar's control, LabelRadar, the Partners, or the Prize Provider may (at its option) substitute the Prize for a reasonable equivalent of equal or higher value; or

4.7 Prizes may include the following, subject to change without notice to Competition entrants, and are subject to availability at the time of shipping:

Four (4) Prize Winners:

- i. The opportunity to attend the International Music Summit as a Delegate in Ibiza, Spain including attendance at the IMS College Powered By Beatport, Microsoft Surface, and Point Blank Music School ("IMS College"), subject to the Winner's availability and the requirements of these Official Rules, Terms, and Conditions (a maximum total value of \$501 USD / €450 EURO); and
- ii. The opportunity to perform a collaborative set with the three (3) other winners in Ibiza, Spain at IMS College in support of the Artist, subject to the winner and Artist availability and the requirements of these Official Rules, Terms, and Conditions (a maximum total value of \$3,100 USD / €2,760 EURO); and
- iii. A Microsoft Surface Product Suite including: Surface Laptop Studio*, Surface Slim Pen 2 & Surface Headphones 2, & a 1 year subscription Microsoft 365 Personal (a maximum total value of \$3,150 USD / €2,355 EURO); and
*Exact make/model of Surface Laptop Studio will depend on local country availability depending on where the winner resides. Prize Provider will work with winner on a mutually agreeable configuration and any difference in agreed upon make/model value and the value listed above will not be awarded in cash.
- iv. Beatport LINK Pro account (1 year) (a maximum total value of \$480 USD / €360 EURO); and

- v. Loopcloud Pro account (1 year) (a maximum total value of \$264 USD / €197 EURO); and
- vi. Plugin Boutique Selections of VST instruments and tools such as, Plugin Boutique Scaler 2, Loopmasters Bass Master, Loopmasters KHORDS, and Excite Audio Lifeline Expanse (a maximum total value of \$247 USD / €185 EURO); and
- vii. A pair of Hedd Audio TYPE 07 MK2 Monitors (a maximum total value of \$2,260 USD / €2,000); and
- viii. LabelRadar credits (100 credits) (a maximum total value of \$20.00 USD / €14.96).

4.8 Irrespective of any stated total maximum value of any Prize, all Prizes are deemed non-negotiable, non-transferable, non-refundable and cannot be sold or exchanged for cash equivalent by LabelRadar, the Partners, or the Prize Provider, in any circumstance whatsoever, whether now foreseeable or unknown. Inability to claim a Prize by a Winner confers no rights whatsoever upon a Winner, and any attempt to recover the stated value of a Prize shall be deemed null and void under these Terms.

5. WINNERS

5.1 The winners of the Competition will be the entry chosen by a panel of judges, including one independent member appointed by the Partners, within a period of forty-eight (48) hours based on their expertise and subjective review of the Remixes, out of all entries correctly submitted in accordance with these Terms ("Winner(s)").

5.2 The Remixes will be judged by Beatport's professional Curation Team according to the following criteria:

5.2.1 [audio production (50%)]; and

5.2.2 [originality and creativity of Remix (50%).]

5.3 The decision of the panel of judges will be final and at their sole discretion. No correspondence or discussion with entrants or any other person will be entered into with regard to changes on their final decision.

5.4 LabelRadar or the Partners will contact the Winners as soon as practicable after the Closing Date (or the date of judging, if different) using the contact details provided by the Winners in the Competition entry.

5.5 LabelRadar or the Partners will make the following reasonable efforts to contact the winners:

5.5.1 LabelRadar or the Partners will first notify the Winners personally through Website the Winner's provided contact information, in addition to designating their status as the Winners using the Competition notification system as soon as practicable after the Closing Date (or the date of judging, if different).

5.5.2 If, within forty-eight (48) hours from the initial communication attempt to reach a Winner, there is no response from a Winner, **or** in the event that a Winner does not provide valid and requisite information to LabelRadar or the Partners upon request, including but not limited to (a) proof of age via driver's license, or other government issued formal identification card or document, (b) proof of residential address, (c) a copy of a valid Passport for travel to and from origin and destination country, (d) proof of COVID vaccination and booster status, and (e) any information or documents may be required by LabelRadar or the Partners under these Terms or necessary to allow LabelRadar to deliver the Prize to a Winner, or if, at any time, a Winner indicates that they do not wish to receive the Prize or is in fact not eligible to receive it, then the Prize will be forfeited and awarded to the next eligible entrant as determined by LabelRadar or the Partners.

5.6 Within a reasonable period (generally understood to constitute 14 days) of being notified by the relevant Competition Partner of winning entries, LabelRadar will either publish or make available information that indicates that a valid award took place. The name and country details provided by the Winners and, if applicable, their winning entries may be published on the Website and/or any social media platforms (subject to each social media platform's terms of use) as soon as practicable after the Closing Date (or the date of judging, if different).

5.7 If you do not want any or all of your name, or other necessary personal details, such as country of origin or other relevant information required for announcement of the Competition Winner, and the winning entry being published or made available, please contact LabelRadar at [support@labelradar.com] within a reasonable period of time before the Closing Date. In such circumstances, LabelRadar shall still provide the information and winning entry to the Advertising Standards Authority or other similar authorities in any other jurisdictions on request.

6. CLAIMING THE PRIZE

6.1 After receiving the necessary information from a Winner (including (a) proof of age, (b) proof of residential address, or (c) any information or documents may be required by LabelRadar or the Partners under these Terms or necessary to allow LabelRadar to deliver the Prize to a Winner, or for a Winner to be

permitted to travel to IMS College, including travel liability release forms, visas, proof of vaccination(s), or other documentation required for international travel), LabelRadar or the Partners shall provide Winners with the Prize within

ninety (90) days, unless otherwise specified in the details on the Opportunity Portal.

- 6.2** The Prize may not be claimed by a third party on your behalf.
- 6.3** LabelRadar and the Partners are not liable for any damage or loss to the Prize caused by any third party. If the Prize is damaged or fails to be delivered, LabelRadar and the Partners have no obligation to provide a replacement prize.
- 6.4** LabelRadar and the Partners do not accept any responsibility if you are not able to take up the Prize.
- 6.5** Any failure or delay that causes the delivery of the Prize to occur outside of this timeframe shall not give rise to any legal action against LabelRadar or the Partners.
- 6.6** Attendance to the IMS College & Celebratory event at in Ibiza, Spain (the “Event”) as a Winner is contingent on a Winner’s physical availability at the location the week of April Twenty Fifth (25th), 2022. If, and only if, Beatport is able, through reasonable efforts, to arrange for travel, accommodations, and visas, pending any restrictive COVID laws or regulations at the moment in time between the country in which Winner resides, and Spain, and their citizenship country if their residence is not the country of their residence, the Winners will be physically attending the Event. If a Winner is unable to attend the event for any reason, they will then dial-in remotely from their home residence. All Event costs will be borne by Beatport. Any and all travel, accommodations, or related expenses to and from the Event is strictly limited to a maximum of \$3,100 USD / €2,760 EURO (“Travel Budget”). Winners will not be reimbursed for any travel, accommodations, or expenses not expressly approved by Beatport in writing (email sufficient), in advance of the Event, and in no event shall such reimbursements exceed the Travel Budget. Any expenses willingly or unwillingly taken on by Winners outside of the scope of the Event, or beyond the Travel Budget shall not be reimbursed to Winners by LabelRadar or the Partners. The Winner may not request any changes to the travel and accommodation arrangements deemed appropriate and suitable for Winners by Beatport for Winner’s attendance of the Event, including shared accommodations with other Winners or Partner staff producing the Event. All Event dates and other logistics related to the Event, such as travel and accommodations, are subject to change without advance notice to Winners. In the event of any unforeseen cancellation, no reimbursements shall be given to a Winner. Travel Budget is deemed in all cases to be a Prize, and as such is totally irredeemable and non-reimbursable under Section 4.8 of these Terms.

7. GRANT OF SUBLICENSE

7.1 Among other rights, Partners have granted LabelRadar the right to sublicense the Source Materials to you solely for the purposes of the Competition during the Competition Period, subject to these Terms.

7.1 LabelRadar grants eligible entrants with qualifying Competition entries, a revocable, non-exclusive, non-sublicensable license to store, use, copy, display, perform and run the Source Materials for the sole purpose of remixing the Source Materials during the Competition Period, subject to these Terms, and for no other purpose (the “**Sublicense**”).

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 LabelRadar and Partners make no representation or warranties of any kind regarding the nature or quality of any Prizes which are provided. All Prizes are provided on an ‘as is’ and ‘as available’ basis. Except as specifically set out herein, any conditions, warranties, representations, or other terms expressed or implied by relevant applicable law or common law are hereby excluded to the fullest extent permitted by relevant applicable law.

8.2 LabelRadar and Partners will **not** accept:

8.2.1 responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

8.2.2 proof of posting or transmission as proof of receipt of entry to the Competition.

8.3 To the fullest extent permitted by relevant applicable law, LabelRadar, its agents or distributors, and Partners, will not in any circumstances be responsible or liable to compensate any entrant or the winner or accept any liability for any loss, damage, disappointment, personal injury or death in connection with or arising out of the Competition or the Event (however arising) except where it is caused by the negligence of LabelRadar, its agents or distributors or that of their employees, or of the Partners. Your statutory rights in the jurisdiction in which you reside are not affected.

8.4 You agree to indemnify and hold harmless, and keep indemnified, LabelRadar and Partners on demand from and against any and all costs and expenses, claims, obligations or any liability arising out of or in connection with any breach of your representations or warranties or any other obligations under these Terms.

9. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

9.1 All Competition entries and any accompanying material submitted to LabelRadar will become the property of LabelRadar on receipt, subject to

clause 9.5 below. This is to ensure the smooth running of the Competition and to enable LabelRadar and the Partners to govern the Competition as outlined herein.

9.2 By participating in the Competition, using the Source Materials, creating a Remix and submitting your Competition entry and any accompanying material, you agree to:

9.2.1 assign to the Partner who own intellectual property rights to the Source Materials all intellectual property rights in your Competition entry or your Remix with full title guarantee; and

9.2.2 waive all moral rights or similar rights in any jurisdiction, in and to your Competition entry or your Remix and otherwise arising in connection with your Competition entry or your Remix to which you may be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time) and under all similar applicable legislation from time to time in force anywhere in the world.

9.3 You undertake to LabelRadar that you shall, at LabelRadar's request, execute all documents (including, without limitation, assignments of intellectual property rights and waiver of all an any moral rights or any equivalent or similar rights) and do all acts as may, in the opinion of LabelRadar, be necessary or desirable to vest all intellectual property rights in your Competition entry or your Remix in the Partner(s) who own intellectual property rights in the Source Materials.

9.4 You further warrant and represent to LabelRadar that:

9.4.1 your Competition entry or your Remix:

9.4.1.1 is submitted in good faith;

9.4.1.2 is your own original work and you own all the intellectual property rights associated with any new materials added to the Source Materials in the creation of the Remix (or, in the event that you do not own the intellectual property rights, you confirm that you are irrevocably authorised to use such intellectual property);

9.4.1.3 does not infringe any third party's intellectual property rights;

9.4.1.4 is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic, sexual or illegal;

9.4.1.5 can be submitted to LabelRadar and used without breaching any contractual obligation to any person; and

9.4.1.6 does not contain anything which may be confidential or commercially sensitive;

9.4.2 you shall not (unless otherwise stated on the Opportunity Portal):

9.4.2.1 share, make publicly available or disseminate in any way the full Remix to any third party other than LabelRadar or the Partners for the entire life of copyright in such Remix, save for a promotional clip of your Remix with a duration of 30 seconds or less; and

9.4.2.2 upload your full Remix to any social media platform (including, without limitation, SoundCloud, Bandcamp, YouTube and Facebook or similar platforms) without LabelRadar's prior written approval. To seek such approval, please contact [support@labelradar.com].

9.4.2.3 distribute the Remix to digital service providers (DSPs) whether online stores such as iTunes or Amazon Music or similar or streaming services such as Spotify, Apple Music, Tidal, or similar) or otherwise monetize the Remix.

9.5 In the event that your Remix is not selected as a winner or runner-up in the Competition, LabelRadar agrees that you may still make use of the music elements created for your Remix, provided that you remove all Source Materials in their entirety.

10. DATA PROTECTION AND PUBLICITY

10.1 When you submit your entry to a Competition, you are required to provide LabelRadar with some personal information such as your name and email address. By doing so, you agree that LabelRadar shall be entitled to process such personal information for the purposes of the administration of the Competition and as set out in LabelRadar's privacy policy. LabelRadar will only process your personal information as set out in its privacy policy.

10.2 For more information on how we use your personal data please refer to our privacy policy available [here](#). See also condition 5.6 and condition 5.7, with regard to the announcement of winners.

10.3 Your participation in the Competition grants LabelRadar, the Partners, and the

Prize Provider permission to collect certain information about you and your Entry, including your Remix, name, likeness (including any artist alias branding), contact information, and any information required in the creation of your LabelRadar account. You further permit LabelRadar and the Partners (by signing a release form where necessary in respect of such permission) to publicly display and make available this information on the Website and in any promotional materials created in association with the Website or Competition, without requiring any compensation. To the extent permitted by applicable law, you hereby waive any potential claim or action you may have against LabelRadar, and/or Partners relating to the use, display or making available of the materials discussed herein.

For Entrants resident in the European Economic Area (“EEA”) or the United Kingdom: Entrants’ personal data will be processed by LabelRadar and/or the third parties acting on LabelRadar’s behalf, in connection with operating the Competition (including administering Prizes) according to LabelRadar’s Privacy Policy, available at [<https://www.labelradar.com/privacy-policy>]. Delivering personal data is voluntary but it is essential in order to take part in the Competition. Entrants 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@labelradar.com.

11. TERMINATION

11.1 LabelRadar may vary these Terms of, or terminate, the Competition at any time where it has reasonable grounds to do so at its absolute discretion without liability to any entrants or other persons.

11.2 In the event any Terms is varied or the Competition is terminated, LabelRadar will use all reasonable endeavors to notify you (either via a written notice on the Opportunity Portal or otherwise) and ensure that you are not disadvantaged.

11.3 In the event that the Competition is terminated:

11.3.1 any Competition entries submitted will be forfeited;

11.3.2 no further Competition entries will be accepted or considered for the purpose of the Competition;

11.3.3 the Sublicense shall be immediately terminated, and entrants (including anyone who downloads the Source Materials but is yet to submit the Remix) shall immediately delete the Source Materials upon receiving notice of the termination (either via a written notice on the Opportunity Portal or otherwise), unless otherwise specified on the Opportunity Portal;

11.3.4 neither LabelRadar nor the Partners and Prize Provider shall have any further obligation to you or any other entrants (including the awarding the Prize) or be required to pay you or any other entrants any compensation of any kind whatsoever.

12. COVID-19. Notwithstanding anything contained herein, you warrant to LabelRadar and the Partners that you are aware, apprised, and otherwise fully informed of all risks associated with COVID-19 and any Coronavirus Variants, and solely, unequivocally, and expressly assume all risks associated with being present and/or performing if you are chosen as a winner. You expressly represent and warrant that for the safety of yourself and of LabelRadar and Partner's agents, employees, or other staff that:

12.1 To the best of your knowledge, you have not, in the fourteen (14) days prior to your physical presence as required or requested as a winner, tested positive for COVID-19, and;

12.2 You can provide physical documentable proof of COVID-19 vaccination and booster, or otherwise submit to PCR testing immediately upon arrival and before being permitted physical entry on-site, and in either case, submit to PCR or antigen testing again upon request at any time thereafter and at Partner's sole discretion, and;

12.3 You have not shown signs of COVID-19 (e.g. cough, sore throat, loss of taste/smell, nausea, vomiting, difficulty breathing) prior to your physical presence at IMS College, and/or;

12.4 You have not been in contact (within 6 feet) with any person who has tested positive for COVID-19, is waiting results of a test for COVID-19, or displayed any symptoms of COVID-19 prior to your physical presence at IMS College.

Failure to fully and completely comply with Partner's COVID-19 Guidelines shall constitute a material breach of these Terms.

13. GENERAL

13.1 By proceeding with participation in the Competition and entering into this Agreement, you represent and declare that you have carefully read these Terms and know the contents hereof. You further declare that you have had the opportunity to receive independent legal advice regarding the Agreement, and that you enter the Competition of your own volition.

13.2 This Agreement and the materials referenced herein constitute the entire agreement between LabelRadar, Competition Sponsors, the Partners, and yourself. This Agreement supersedes any other written or oral agreements, including express or implied understandings regarding these matters.

13.3 If there is any reason to believe that there has been a breach of these Terms, LabelRadar may, at its sole discretion, reserve the right to exclude you from participating in the Competition.

13.4 If any provision of these Terms (or any part thereof) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected and remain in full force and effect.

13.5 A failure by LabelRadar to enforce any one of the Terms in any instance(s) will not give rise to any claim or right of action by any entrant or winner, nor shall it be deemed to be a waiver of any of LabelRadar's rights in relation to the same.

13.6 LabelRadar may at any time assign, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these Terms. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms.

13.7 These Terms shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales. To the maximum extent permitted by applicable law, participation in the Competition is not authorized in any jurisdiction that does not give effect to the provisions of these Terms.