

TAIWAN MC – COLOMBIAN GYAL – REMIX CONTEST

ARTICLE 1 - ORGANISING COMPANY AND PARTNERS

CHINESE MAN RECORDS Association Loi 1901N° SIRET: 484 244 710 0004879, 79 rue Terrusse - 13005 Marseille, (hereinafter the "Organizer") organize from July the 19th of 2019 to September the 19th of 2019 23h59 (French hour) one contest (no obligation to purchase) entitled " **TAIWAN MC – COLOMBIAN GYAL – REMIX CONTEST**" (hereinafter "the Contest") and as described in these Official Rules.

ARTICLE 2 - ACCEPTANCE OF THE OFFICIAL RULES

This Contest is a game with no obligation to purchase. Participation in the Contest Game implies the acceptance from the candidate of the Official Rules without reservation. The violation of one or more articles of these Official Rules will deprive the candidate of the opportunity to participate to the Contest, but also can deprive him/her of the price he will have possibly win.

ARTICLE 3 - CONDITIONS OF PARTICIPATION

The Contest is open to any person residing in France or abroad, excluding staff Organizer. Concerning candidates who are under the age of majority according French law (under 18 years old), must have their parent / legal guardian's permission in order to submit an entry in this Contest. The Contest is under the responsibility of the legal representative who can justify the parental authority. Participation is limited to one entry per person (same name or same email or alias), that is to say only one Remix per candidate.

In the event that the Entrant is a group of artists (hereinafter the "Group"), they shall appoint among themselves a representative (hereinafter the "Representative"), the latter to act on behalf and for the behalf of the Group within the framework of a mandate that can be claimed by the Organizer.

ARTICLE 4 - TERMS AND CONDITIONS OF THE CONTEST

1/ ENTRANTS:

A/How to enter the Contest:

To participate, the Entrant shall enter the site: <http://www.chinesemanrecords.com>,

in order to download all or part of the stems from the track « COLOMBIAN GYAL », performed by TAIWAN MC (hereafter referred to as « the Recording »). The Entrant shall then be able to produce an original remix of the Recording (hereafter referred to as « the Remix »).

The Entrant shall meet the following technical requirements:

The Entrant shall use a Mac/PC computer with an up-to-date internet browser of his/her choice in order to access the Contest's webpage and create a Soundcloud account if needed, so as to enter the Contest. The Entrant shall have online access in order to download the stems from the track « COLOMBIAN GYAL », so as to create his/her Remix then upload it.

In order to put their Remix up for voting via streaming, all Entrants shall proceed as follows:

Step n°1: The Entrant shall possess a personal Soundcloud account, or create one. The Entrant shall upload his remix on his personal Soundcloud account. The remix shall be named as:

« *Taiwan MC - COLOMBIAN GYAL ([Remixer name or alias] – REMIX)* »

Step n°2 : The Entrant shall access again the contest webpage, in the "SUBMIT YOUR REMIX"

Step n°3 : The Entrant shall provide his artist name, his e-mail address, and the URL address of his remix as the following form: (<http://soundcloud.com/>...) then click on "SUBMIT".

Provided that the uploaded Remix is in agreement with these Terms and Conditions and is validated by the moderators, it will show up on the Contest's webpage hosted on the contest website in order to be up for voting.

The Remix's duration shall not exceed six (6) minutes.

The submitted Remix shall necessarily include all of any parts of the vocals stems

Each and every Remix submitted for voting will be featured (for streaming only) on the dedicated webpage via Soundcloud players.

Entrants shall be able to upload Remixes up from July the 19th of 2019, until September the 19th of 2019, 23h59 (France time)

Voting shall be possible on the same period.

After this deadline, the ten (10) Remixes that received the most votes from the public will be presented to the Jury. Three (3) remixes might be choose by Chinese Man Records Label in addition of the ten (10) most voted remixes. The Jury shall select five (5) Winners from those thirteen (13) Remixes, and distribute prizes. The final jury will be made up of Taiwan MC, S.O.A.P., Paloma Pradal, and Chinese Man Records label members.

The list of Winners and their prizes shall be announced on October the 1st of 2019, on the CHINESE MAN RECORDS' website and Taiwan MC's official Social Media pages (Facebook and Twitter).

B/ Warranties

The Entrant represents and warrants that the Remix submitted is his/her original work and that it does not violate any agreement between the entrant and any third party, nor does it infringe upon or violate any law, agreement or other rights of any kind, of any third party, without limitation, rights affecting copyright, contract, defamation, privacy or publicity. Consequently, the Entrant warrants the Organizer against any claims, damages and costs occurring because or from of any third party arising as a result of the Organizer's use of the Entrant's Remix.

The Entrant is solely and fully responsible for the contents of his/her Remix. The Entrants warrants that nothing in his/her Remix can infringe on any third party legal rights, and represents having obtained beforehand authorization from any third party whose picture or name appear within his/her Remix. Consequently, the Entrant absolutely warrants the Organizer against any claims of this nature from any third party.

The Entrant warrants that his/her Remix does not infringe on current laws, and especially that his/her Remix does not express any liable content regarding pornography, child pornography, hate crimes, insults, defamation and/or being against public laws and morals. Similarly, any kind of brand promotion or commercial reference is prohibited.

The Organizer reserves the right at any time to delete or not display any content that would contravene to the previous rules and/or the Editorial Guidelines of the Contest or Chinese Man Records. The Organizer will exert, in their sole discretion, its exclusive authority on the Contest.

The Entrants warrant that they will only use the stems from the track « COLOMBIAN GYAL » towards their participation to the Remix Contest, to the exclusion of any other uses.

If an Entrant were to delete his/her Remix from his/her personal Soundcloud account before the list of Winners is published (i. e. before October the 1st of 2019), his/her entry would be automatically nullified, without any recourse.

By entering the Contest, and by their winning it, the five (5) winners warrant not to delete their Remix from their Personal Soundcloud account before December 31st 2019.

It is hereby specified that no Entrant shall make his/her Remix available for free or paying download anywhere (neither Soundcloud nor Bandcamp, iTunes or any other means of publishing). Failure to comply will prompt the Organizer to take legal action, as they retain all rights pertaining to the original Recording used for the Remix.

The Organizer shall also display indefinitely the five (5) winning Remixes on TAIWAN MC's official YouTube channel (<https://www.youtube.com/user/taiwanmc>)

In order to do so, the five (5) Winners shall send their Remixes (format: .wav or .aif) to the Organizer (an e-mail address will be specified at the time) within seven (7) days following the notification of their win, and prior to their prize distribution.

By entering this Contest and therefore complying to all its Terms and Conditions, the Entrants agree that they will receive no compensation whatsoever, except the prizes destined to the five (5) Winners.

2/ VOTERS:

The Remixes shall be available for listening via streaming on CHINESE MAN RECORDS website, sole platform allowing the votes. Remixes shall be also available for listening only via the personal Soundcloud account of each Entrant (non votable).

Each Voter shall be able to vote one time only for one remix only.

Each and every one shall be able to share (only for streaming) the Remixes on Facebook and Twitter exclusively. Any other means of publishing or any other sharing platform are prohibited, and failure to comply will prompt the Organizer to take legal action.

Dates are as follows:

Remixers submission start:	July 19 th 2019, noon (French time)
Voting Start:	July 19 th 2019, noon (French time)
Submission end:	September 19 th 2019, 11:59pm (French time)
Voting end:	September 19 th 2019, 11:59pm (French time)
Winner announcement:	October 1 st 2019 (French time)

ARTICLE 5 - SELECTION OF WINNERS/PRIZES DELIVERY

The 5 (five) winners will be announced on the Contest webpage, on Chinese Man Records website, and on the Taiwan MC's official facebook account as well as the Taiwan MC's official twitter.

In addition, the 5 (five) winners selected by the jury will be informed by the Organizer of their respective gain via the e-mail address they provided at their submission within 72 hours following the establishment of the winners list by the jury.

It will then be asked to winners to communicate in return the following information to the Organizer: Name, address, date of birth, and personal phone number.

Once these information has been communicated, the Organizer will be able to inform the winner of the procedure to recover the corresponding prize (mailing, login codes or other ...)

With no answer from the concerned winner within 7 days from the confirmation of its gain via the Soundcloud internal messaging, the winner will be disqualified and the prize will be forfeited.

If a winner (or his / her Legal representative (s) if winner is a under the age of majority according French Law) does not occur within the delay specified by the Organizer, the Organizer reserves the right to select another winner among the 13 (thirteen) pre-selected remixes. Any claim can be made in this regard by the winner who did not respond within the specified time.

Prizes offered to each winner can't be disputed and can't be exchanged with money.

Winners authorize all verification concerning their identities and domiciles (postal address and / or Internet). All false addresses or false identities will invalidate the winner participation.

In addition, the Organizer is entitled before handing over the prizes to ask any official document demonstrating for the winners under the age of majority according to French Law that their participation to the Contest was made under the responsibility of the legal representative. Without this the price will be canceled.

No message will be sent to the Contest losers.

ARTICLE 6 - PRIZES DESCRIPTION

Prizes list:

- **Winner n°1 / Prize #1**

* His winning remix reproduced on the official Taiwan MC's release "COLOMBIAN GYAL REMIX", vinyl and digital format, commercialized by Chinese Man Records subject to compliance by the winner of the conditions laid down in Article 7.

* 1 Test-Press

* 1 Régular copy

- **Winner n°2 and 3/ Prizes #2**

* His winning remix included in the free digital release (Free DL)

* 1 Chinese Man Records Pack

- **Winner n°4 and 5 / Prizes #3**

* 1 Chinese Man Records Pack

The Chinese Man Records Pack contains 1 CD + 1 Taiwan MC vinyl + 1 T-shirt among the Chinese Man Record catalog, within the limit of available stock.

Prizes cannot be exchanged with another and the value of the Prize can't be paid in cash.

The Organizer keeps the right to replace each prize by an equivalent one. No claim can be done in this regard. The Organizer declines any responsibility for any incidents or damage of any kind that may arise due to enjoyment of the prize awarded and / or its use.

The Organizer declines any responsibility for any incidents or damage of any kind that may arise due to enjoyment of the prize awarded and / or its use, that the winner expressly acknowledges.

ARTICLE 7 - SPECIFICITY CONCERNING WINNER OF THE 1ST PRIZE

The winning Remix (Prize #1) should be commercialized by the Organizer on vinyl and format.

To make this option effective, the winner undertakes to print the present Official Rules document and to send this document with each page initialized, with his or her first name, last name, date of birth, address on the last page followed by the sentence "Agreed and signed" and his/her signature to Chinese Man Records, 79 rue Terrusse, 13005 Marseille.

If the above conditions are not respected the Prize corresponding to the reproduction on vinyl format will be considered lost with no possible claim to the Organizer

Consequently the winner's name (or pseudonym) will be used by the Organizer.

Therefore, the winner transfers to the CHINESE MAN RECORDS company all exploitation rights relative to his/her Remix done in connection with this Competition, and authorizes these exploitations without any financial compensation, except the other prizes win by him/her (turntable / soundcloud subscription).

The winner also authorizes the Organizer to use his/her name or pseudonym for any exploitation of the Remix (promotion, Remix's reproduction, diffusion), without any financial compensation.

The Remixer guaranties that

The Winner expressly authorizes the Organizer to exploit for the World and for free his or her contribution in the Remix in its entirety or extracts, by whatever process, known, or presently unknown, whatever the nature of the carrier, whether based on mechanical, magnetic, acoustic, digital, optical, or other processes, and whatever its use and for the duration recognized or to be recognized intellectual property protection by French law and international conventions applicable in France (copyright / related rights).

The entrant grants notably to the Organizer :

1. The right to reproduce or have reproduced his contribution in the Remix, in whole or in part by any technical process, in any format, in any configuration, in any necessary quantities without limitation. This includes the right to digitize, modify, compress and decompress said contribution for archiving, storage, transfer and / or communication and / or to make any appropriate modification to the contribution.
2. The right of representation includes the right of communication to the public in whole or in part, by any means, in any configuration, (digital...).
3. The right to use his/her contribution in the Remix, in whole or in part, for any promotional use relative the Contest participation, and more generally to the Organizer and / or TAIWAN MC, and by any means (television, Internet ...) and in all media.

The Organizer may exercise rights granted to him hereunder directly or thanks to a third party officially mandated by the Organizer.

ARTICLE 8 -FILING OF THE OFFICIAL RULES

The Official Rules may be amended at any time by the Organizer.
The complete Official Rules can also be viewed online at: <http://www.taiwanmcremix.com/rules/>

ARTICLE 9 - INTERNET CONNECTION

Participation to the Contest implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible misuse or piracy and contamination by viruses circulating on the network.

The Organizer declines any liability in case of misuse or incidents related to the use of computer, Internet access, maintenance or malfunction of the Contest server, the phone line or any other technical connection and sending information to a wrong or incomplete address.

The Organizer and its partners are not responsible for any:

- * Malicious intervention
- * Problems with phone connections
- * Problems with hardware or software,
- * Malfunctions of software or hardware,
- * Human error or electrical problems,
- * In case of force majeure
- * Disruptions, whatever their nature, which could affect the game play.

The Organizer reserves its right to remove any entrant who, by his/her behavior, affects the game play or the fairness of the Contest.

Entrant who tried to interfere and spoil the game play by a human intervention or by the intervention of a controller and / or a technical process, or having failed to comply with the Official Rules, will be immediately disqualified.

In this case, the Organizer reserves its right to remove the entrant Remix and to cancel the corresponding prize.

In all cases, if the game play is affected by a virus, unauthorized human intervention or other causes beyond the Organizer's control, the Organizer reserves its right to interrupt or to stop definitively the Contest. The

organizer liability cannot be engaged for this purpose.

In order to respect equity between entrants it is specified that entrants who developed or used software or any other means to play in conditions derogating from the Official Rules and / or having attempted by any means whatsoever to be assigned Prizes will be disqualified and a complaint may be filed by the Organizer.

ARTICLE 10 - LIMITATION OF LIABILITY

Participation to the Contest implies knowledge and acceptance of the characteristics and limitations of Internet in particular with regard to technical performance, response times for consulting, querying or transferring information, risks of interruption connection risks, the lack of protection of some data against possible misuse and contamination by viruses circulating on the network. The Organizer shall not be liable for malfunctions that may affect particularly the Internet, for any configuration problem or related to a specific browser.

The Organizer does not guarantee that the internet Chinese Man Records website and / or the Contest:

- work without interruption
- do not contain any computer errors
- or that defects will be corrected.

The Organizer shall not be held responsible for:

- any technical malfunctions of the Contest.
- If entrants or voters fail to connect to the website of the Contest
- if entrant registration information can't be received by the Organizer (for example because of Internet connection problem)
- if the Organizer can't proceed with the entrant registration information (illegible,.)
- or in case of email delivery problems.

Entrants will not be entitled to any compensation in this regard.

The Organizer may not be liable for any damages (material or immaterial), caused to entrants, to their computer and/or to the data stored in their computer, or any direct or indirect consequences that may arise.

The Company reserves its right to modify the Prizes list. No claim can be made in this regard.

In addition, the Organizer reserves its right, for any reason whatsoever, to shorten, prolong, modify or cancel the Contest without prior notice. The Organizer shall not be required to indemnify the entrants.

ARTICLE 11 - DATA PROTECTION/RIGHT OF LITERARY AND ARTISTIC PROPERTY

In order to participate to the Contest, Entrants have to register themselves and give some personal information (name, address, email, phone number ...). Entrants acknowledge that they have been informed of their rights in application of the French Data Protection Act n° 78-17 of January the 6th 1978 (as amended).

These information are saved in a computer file and are necessary, in order to take into account the entrants participation and to determine the winners. Potentially these information may be forwarded to third party companies but only for noncommercial purposes.

According to the French law n° 78-17 of January 6th 1978 relating to data, files and liberties, the Entrants have the right to access, rectify and delete personal data. To exercise these rights, Entrants should send a mail to the Organizer's address.

In accordance with the laws governing the rights of literary and artistic property, reproduction and representation of all or part of the components of this Contest are strictly prohibited. All trademarks mentioned are protected.

ARTICLE 12 - ORGANIZER'S DECISIONS

The Organizer reserves its right to modify at any time these Official Rules. The Organizer can take all the decisions he may consider useful for the application and interpretation of these Official Rules. For instance the duration of the Contest could be extended, modified or shortened. The Organizer may inform Entrants of these changes by any means of its choice (through the Chinese Man Records website or by e-mail). The Organizer reserves its right to modify, extend, shorten, suspend or cancel the Contest without notice.

If necessary, the Organizer reserves its right to invalidate and / or cancel all or part of an entrant participation if frauds or malfunctions of any kind appears.

The Organizer's and Partners' responsibility cannot be held and the entrants cannot pretend to any compensation or indemnity of any kind.

ARTICLE 13 - LAW - DISPUTES

These Official Rules are subject to French law.

In order to be considered, any disputes relating to this Contest must be made upon written request to the following address: Chinese Man Records - 79 rue Terrusse – 13005 Marseille (France) and no later than ninety (90) days after the deadline to participate to the Contest as specified in these Official Rules.

In case of disagreement on the application or interpretation of these rules, and if it cannot be resolved between the parties directly, any dispute shall be submitted to the competent court of Marseille.