

## **deadmau5 New Artist Competition**

### **Official Rules**

**1. Eligibility:** deadmau5 New Artist Competition (the "Competition") The Competition is open to legal residents of the United States (excluding Maryland, Iowa, Louisiana, Tennessee and Arizona) and the District of Columbia, Canada (excluding Quebec), Australia and the United Kingdom who are (a) over the age of majority in their jurisdiction of residence at the time of entry and (b) enrolled in deadmau5 Teaches Electronic Music Production class through [www.MasterClass.com](http://www.MasterClass.com). Employees, independent contractors, officers, and directors of the Sponsor, its affiliates and subsidiaries, and their respective advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Competition. The Competition is subject to all applicable federal, state, and local laws and regulations and is void in Maryland, Iowa, Louisiana, Tennessee, Arizona, the province of Quebec and where prohibited.

**2. Sponsor:** Yanka Industries, Inc., d/b/a MasterClass, 660 4th Street #443, San Francisco, CA 94107.

**3. Agreement to Official Rules:** Participation in this Competition constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Competition begins on 29 August 2017 at 12:00 a.m. United States Eastern Time ("ET") and ends on 26 September 2017 at 11:59 p.m. ET (the "Competition Period"). Sponsor's computer is the official time-keeping device for the Competition.

#### **5. How to Participate:**

A. Enroll in the "deadmau5 TEACHES ELECTRONIC MUSIC PRODUCTION" through [Masterclass.com](http://Masterclass.com) (<https://www.masterclass.com/classes/deadmau5-teaches-electronic-music-production>). An enrollment fee of \$90 USD is payable upon enrollment.

B. During the Competition Period: (i) Log in to your account at [www.masterclass.com](http://www.masterclass.com), (ii) click "deadmau5 TEACHES ELECTRONIC MUSIC PRODUCTION", (iii) click on the Competition module on the Lesson Plan page (the "Competition Page") and (iv) complete the submission form, including your name, valid email address and state/province and country of residence. Then submit an original audio track (free of any sample tracks) in mp3 format, not longer than 10 minutes. The audio track should fit the mau5trap style and brand: progressive house style, techno style or electro house style. Your original audio track will herein be referred to as your submission ("Submission").

**Submission Requirements and Restrictions:** By uploading your Submission, you agree that the Submission is your original work and that it conforms to the guidelines, and content restrictions below. Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform.

#### Guidelines:

- The Submission must be in mp3 format;
- Lyrics, if included in the Submission, must be in English;
- The Submission must not exceed 10 minutes; and
- The Submission must be progressive house style, techno style or electro house style.

#### Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party;
- The Submission must not disparage Sponsor, deadmau5, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, or slanderous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and

- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

**Limit:** Each entrant may upload one (1) Submission during the Competition Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

**6. Sponsor's Use of Submissions:** Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. Entrant consents to the Sponsor doing, or omitting to do, any act that would otherwise infringe the entrant's moral rights. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**7. Winner Determination:** After the Competition Period, a panel of qualified judges determined by Sponsor in its sole discretion will score (from 0-100 points) all eligible Submissions based on the following criteria ("Judging Criteria"):

- Creativity/Originality (up to 33 points);
- Quality of Submission (up to 33 points); and
- Submission fits the Mau5trap label style and brand (up to 34 points).

In order to be considered to win any prize, an entrant's Submission must receive a threshold score of at least of 50. The panel will select up to ten (10) Semi-Finalists whose Submissions meet the threshold based on the above Judging Criteria. Of the 10 Semi-Finalists, it will award the Grand Prize to the entrant whose Submission earns the highest score and will award the Finalist Prizes to the two (2) entrants whose Submissions have the next highest scores. In the event of a tie, the entrant whose Submission received the highest score for Quality of Submission, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Semi-Finalist, Finalist or Grand Prize winner from among the tied entrants. Sponsor reserves the right to select fewer than ten (10) Semi-Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions that meet the threshold. Sponsor will not disclose judging scores.

**8. Winner Requirements:** All potential winners will be notified by email on or around October 26, 2017. Winners will only be advised that they will be awarded a prize, but will not be advised of their final rank. Each potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), which must be received by Sponsor within five (5) days of the date the notice or attempted notice is sent, in order to claim the prize. Where potential winners are not residents of the United States they will also be required to complete and return an Internal Revenue Service ("IRS") Form W8-Ben. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information within the required time period, does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. Between approximately November 1, 2017 through November 28, 2017, Sponsor will advise each winner of the actual prize each has won. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up (herein "Alternate Winner") based upon the judging procedure described in Section 7. Sponsor will offer each applicable prize to up to three (3) Alternate Winners, after which the applicable prize will remain un-awarded.

**9. Prizes: ONE (1) GRAND PRIZE:** \$11,000 USD (fulfilled as a wire transfer), the opportunity to discuss a licensing contract with Mau5trap that will include having the winning Submission included in an upcoming

Mau5trap compilation album, a one-hour phone consultation with the label manager of Mau5trap at a time determined by Sponsor based on the Mau5trap executive's availability (and no later than 12/31/18) valued at approximately \$500 USD, music production software and controller (details determined by Sponsor), and a trip to meet deadmau5 and see his show (timing and location of this trip will be determined by Sponsor based on deadmau5's 2018 show schedule). If winner is a resident of Canada, he/she will receive professional audio equipment and/or software (selected by Sponsor) valued at approximately \$10,000 USD instead of the cash prize. Trip package includes the following: Round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to a selected concert location (both departure and arrival airports determined by Sponsor); two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) backstage VIP access passes to a Deadmau5 show; and a meet and greet with deadmau5. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Competition, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the prize description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless a child of the winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. If applicable, winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if deadmau5 show is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary based on airfare and currency fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Total Approximate Retail Value ("ARV") of the Grand Prize: \$16,148 USD (not including the value of any licensing contract winner may enter with Mau5trap) or approximately \$20,980 CAD, 12,675£ or \$21,655 AUD. Actual value may vary based on current exchange rates.

TWO (2) FINALIST PRIZES: \$3,500 USD (fulfilled by wire transfer) and music production software (details determined by Sponsor). To the extent that winner is a resident of Canada, the prize will be professional audio equipment and/or software (selected by Sponsor) valued at approximately \$2,500 USD. ARV: \$3,099 USD, or approximately \$5,155 CAD, 3,170 £ or \$ 5,170 AUD. Actual value may vary based on current exchange rates.

SEVEN (7) SEMI-FINALIST PRIZES: \$1,000 USD (fulfilled by wire transfer) and music production software (details determined by Sponsor). To the extent that winner is a resident of Canada, the prize will be professional audio equipment (selected by Sponsor) valued at approximately \$1,000 USD. ARV: \$1,199 USD, or approximately \$1,500 CAD, 920 £, or \$1,510 AUD. Actual value may vary based on current exchange rates.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. Except for some elements of the Grand Prize, prizes will be fulfilled 8 – 10 weeks after the end of the Competition.

**U.S. Taxation.** If winner is a resident of the United States, he/she will receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize. If a winner is not a resident of the United States, Sponsor will withhold 30% of the total prize value and remit it to the IRS (the United States

tax agency) as required by law and winner will receive a U.S tax form 1042 from the Sponsor reflecting the total value of the prize, including the withholding amount submitted to the IRS.

**10. Release:** By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, deadmau5, UMG Recordings, Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Competition or receipt or use or misuse of any prize, including any related travel.

**11. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Competition for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Competition, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Competition or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**13. Limitations of Liability:** Nothing in these Official Rules limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Official Rules would contravene any statute or cause any part of these Official Rules to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, the Sponsor excludes from these terms and conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Released Parties exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise or any: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Competition; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Competition, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Competition-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Competition or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**14. Disputes:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in

Oakland County, Michigan; (2) except for claims in relation to Non-Excludable Guarantees, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (3) to the extent permitted by law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**15. Entrant's Personal Information:** By participating in the Competition, entrants confirm agreement to the transfer of their personal data to Sponsor for the purposes of administration of the Competition. If the requested data is not provided, entrant will not be eligible to participate in the Competition and cannot win any prize. All information submitted to the Sponsor as part of this Competition will be treated in Sponsor's Terms of Service and Privacy Policy. The privacy policy contains information about how an entrant may: (i) update or correct personal information about him/herself that is held by Sponsor; (ii) make a complaint about a potential breach of privacy and how Sponsor will deal with such a complaint and (iii) ask additional questions about the information practices of Sponsor. Personal information will be used for the purposes of administering the Competition, notifying winners and prize fulfillment. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message to support@masterclass.com. The data controller is the Sponsor. The personal data of the entrant will be stored on servers located within the United States and may be shared with third parties located in Canada in connection with this Competition. The U.S. government maintains access rights and that personal data may be subject to subsequent processing without comprehensive legal restraints (i.e., the Sponsor may be required, under U.S. law, to share personal data with third parties, such as U.S. governmental authorities).

**16. Winner List:** For the first name, last initial, city and state/province/territory of the Winners or a copy of these Official Rules, send an email request within ninety (90) days of the Competition End Date to the Competition Sponsor at submissions@masterclass.com. Please include "deadmau5 New Artist Competition Win list Request" in the email subject line.

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