

TERMS AND CONDITIONS FOR MADVERSE EMPOWER FUND (APPLICANTS)



The following terms and conditions (T&C) contain the rules for Applicants (“you” or “your”) of the MADverse Empower Fund. By applying to the MADverse Empower Fund, you acknowledge that you have read, understood, and agree to be bound by these T&C. You further acknowledge that you have read, understood, and agree to be bound by the **MADverse Terms of Service, Privacy Policy, Content Policy, the MADverse Distribution Agreement** and any other legal terms & conditions as listed by MADverse on the **Site** (collectively “MADverse Terms”).

Upon being selected into the MADverse Empower Fund, you provide your implied consent to be bound by the Terms and Conditions for MADverse Empower Fund — Winners

MADverse (“we” or “our”) reserves the right to modify or update these T&C from time to time by providing prior notice either by emailing the email address associated with your account or by posting a notice on the Platform (as defined below). You can review the most current version of these. The revised T&C will become effective thirty (30) days after we communicate the revisions, and if you use the Services after that date, your continued use will be deemed acceptance of the revised T&C. If any change to these T&C is not acceptable to you, your only remedy is to stop using the Site, the Services (in accordance with the termination provisions of the MADverse Distribution Agreement and/ or other applicable terms and conditions) and to withdraw your application from the MADverse Empower Fund.

Any capitalized terms used but not otherwise defined in this T&C shall have the meanings ascribed to them in the MADverse Terms, as applicable.

1. Eligibility and Submission Requirements for Applicants

Please note that that MADverse is only accepting applications for the Empower Fund for the period of 17th October 2023 - 17th November 2023 including the opening and closing date respectively.

MADverse will only be accepting applications for the Empower Fund via this **Form Submission**.

You must comply with the conditions added below to be eligible for the MADverse Empower Fund:

- You must be a citizen of and currently residing in India with a valid Indian bank account.
- You must be of 18 years or older.
- You must be an active subscriber of either the MADverse Vibe, Rise or Star plan.
- As part of your application, you are required to submit one demo audio track. The demo audio track can be of any language / genre of music.
- The demo audio track must be your own musical composition and you must be the full and complete copyright owner. You must have all the required licences/permissions/clearances from any third parties as required.
- Each Applicant are only allowed to submit one demo audio track.

2. Selection Process

- A. In order to be considered for the MADverse Empower Fund you must fill out the Submission Form within the stipulated time period along with one demo audio track.
- B. Only three Applicants shall be selected to be part of the MADverse Empower Fund. Each winner shall receive an amount of INR 50,000/- of which, INR 30,000/- shall be directed towards Digital Marketing (Social Media Advertisements via SymphonyOS) and the remaining INR 20,000/- towards Mixing & Mastering of the demo audio track (Engineer to be provided by MADverse).
- C. Over the next two months, you will be working with MADverse to professionally mix and master your audio track with the help of resources provided by us.
- D. The release date for the audio track shall be set at the end of this two-month period or as determined by MADverse.

3. Selection Criteria

MADverse reserves the sole right to appoint industry experts to review and judge the applications for the MADverse Empower Fund. At the time of submitting applications, you will be provided with broad guidelines on the basis of which your selection will be determined.

However, the final decision of selecting the winners of the MADverse Empower Fund shall vest solely with the persons so appointed by MADverse. You shall not be permitted to appeal or seek feedback of such decision. The broad parameters on the basis of which you may be selected include Talent, Quality of Demo, Potential, Community Engagement & Interaction.

MADVERSE DOES NOT GURANTEE THE SELECTION OF ANY APPLICANT INTO THE MADVERSE EMPOWER FUND, IN ANY MANNER WHATSOEVER.

4. What MADverse is offering?

The purpose of this Empower Fund is to provide artists with all the right tools and the best resources possible to release their audio tracks. Apart from receiving an amount of INR 50,000/- in the manner specified in CLAUSE 2(B), the winners of the MADverse Empower Fund will also have access to resources as listed below.

Specifications of the MADverse Empower Fund Giveaway:

- Mixing & Mastering Engineer(s).
- SymphonyOS Account, set up and ops.
- Subscription to the MADverse Star Plan for a year inclusive of all applicable services.
- Social Media Promotions for the release of audio track.

Social Media Marketing Deliverables:

- PLine of the final recorded audio track to contain "Artist/Label Name, Distributed & Marketed by MADverse"
- One 40-60 second video of the recording process.
- One 40-60 second video of the mixing & mastering process.
- Collaborative post between the Artist and the MADverse IG handles on the date of release.

5. Exclusivity for the duration of the selection process

By applying to the MADverse Empower Fund you agree to submit your demo audio track to MADverse on an exclusive basis until your selection is confirmed into the Empower Fund. This means that you cannot submit the audio track to any third parties such as record labels, distribution channels, publishers, distributors etc. with the intention of releasing the demo audio track.

MADverse reserves the right to disqualify you from consideration into the MADverse Empower Fund if it is found that you are in violation of these exclusivity terms.

6. Criteria for disqualification

Applicants will be disqualified from the MADverse Empower Fund if:

- a. your demo audio track is found to violate any third party rights/ if you are not the copyright owner for the audio track.
- b. it is determined by MADverse that you have submitted the demo audio track to any third parties with the intention of releasing such audio track.
- c. you are found to be in violation of any of the T&C listed here or any other MADverse Terms.
- d. your conduct is found to be improper or in violation of any applicable laws, rules, regulations etc.

7. Representations and Warranties of Applicants

By applying to the MADverse Empower Fund, you represent and warrant that:

- a. any and all materials, demo audio track, accompanying description and content submitted by you is original and does not and shall not, at any point of time, infringe any copyright or other intellectual property or proprietary right of any third party;
- b. the demo audio track does not contain any unauthorized samples;
- c. you have not submitted the demo audio track to any third parties with the intention of releasing the audio track;
- d. to the best of your knowledge, the materials, demo audio track and accompanying description and content you provide is complete and correct in all respects;
- e. the demo audio track and accompanying content uploaded by you conforms to the MADverse Content Policy published by us from time to time.
- f. you have secured all third party consents, licenses and/or permissions necessary to enter into the MADverse Empower Fund.
- g. to the best of your knowledge, no third party is infringing upon or interfering with the demo audio track, and no such claims have been made against any third party;
- h. the version of the demo audio track uploaded by you does not contain any disabling devices or code which could be capable of impairing or tracking MADverse's, or any third party's access to or use of the demo audio track or processing environment;

- i. there is no agreement, understanding, license, right, restriction, settlement, consent, judgment, order pending or, to your knowledge, threatened litigation, arbitration, injunction, or administrative proceeding that restricts, impairs, limits or otherwise adversely affects, or which could be reasonably expected to restrict, impair, limit or otherwise adversely affect, your ability to perform your obligations under these T&C;
- j. you shall comply with all applicable laws, rules, regulations, and orders (as they may be amended from time to time), and without limitation of the foregoing you acknowledge that you have read and will comply with the conduct and restrictions on conduct that are applicable to the use of the Services, Site and Platform;

8. DISCLAIMER OF WARRANTIES.

MADVERSE DOES NOT GURANTEE OR WARRANT YOUR SELECTION INTO THE MADVERSE EMPOWER FUND IN ANY MANNER WHATSOEVER.

FURTHER, THE SITE, THE PLATFORM, THE SERVICES, AND ALL SERVER AND NETWORK COMPONENTS ARE ALL PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND MADVERSE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT MADVERSE DOES NOT WARRANT THAT THE SERVICES OR THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS, INCLUDING REVENUE GENERATION, THAT MAY BE OBTAINED FROM USE OF THE SERVICE, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM MADVERSE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL MADVERSE BE LIABLE TO YOU OR ANY THIRD PARTY, UNDER CONTRACT, TORT OR OTHERWISE, FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE RUPEE EQUIVALENT OF ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

10. Indemnification

You shall defend, indemnify, and hold harmless MADverse from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of these T&C, or any other MADverse Terms, any of the Songs/Videos and/ or the Content, or your other access, contribution to, use or misuse of the Service and/ or the Services. MADverse shall provide notice to you of any such claim, suit or demand. MADverse reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting MADverse's defense of such matter.

11. Assignment

You shall not assign these T&C without the prior written consent of MADverse, but MADverse may assign or transfer these T&C, in whole or in part, without restriction.

12. Governing Law

This T&C shall be governed by, enforced under and construed in accordance with the laws of India.