

TERMS AND CONDITIONS FOR MADVERSE EMPOWER FUND (WINNERS)



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

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. You can review the most current version of these T&C at any time. 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. Fund Distribution Structure

Upon winning the MADverse Empower Fund you shall receive an amount of INR 50,000/- (Indian Rupees Fifty Thousand Only). This amount shall be dispersed towards resources required for the release of your audio track. 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).

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.

2. Transfer of assets

As and when so requested by MADverse, you shall provide to us, the following assets for the release of the audio track:

- Any and all assets required for the mixing and mastering of the audio track.
- Any and all assets required for pitching of audio track.
- Any and all assets required for running social media promotions and advertisements.
- Any and all assets required for the mixing and mastering of the audio track.

3. Schedule for release[SG1]

- December 11, 2023 — Declaration of results of the MADverse Empower Fund.

The Winners shall receive an intimation via email and they must acknowledge and respond to the email within 48 hours, agreeing to be part of the Empower Fund. Failure to acknowledge such email will result in automatic disqualification.

- As per mutually agreed timelines, MADverse shall disperse funds and provide Mixing and Mastering Engineer for the audio track.
- All other deliverables including the final mastered audio track, recording BTS footage for social media promotions, setting up of Symphony OS account, setting up MADverse Star subscription shall be completed over a period of not more than two months.
- MADverse and the Artist shall mutually agree on an official release date for the audio track through specified distribution channels and dates for social media promotions.

4. Exclusivity and Ownership of IP

In compliance with the MADverse Digital Distribution Services Agreement, you provide MADverse an exclusive, worldwide (or as may be mutually determined), fully sub-licensable license, including, without limitation, the right to copy, reproduce, license, distribute, stream, publicly perform, communicate to the public, digitally transmit, and otherwise exploit the audio track submitted by you as part of the MADverse Empower Fund, (including through a third party) and media (whether now known or existing in the future) (each of the foregoing actions, a “Sale”) to or through all Distribution Channels (or such Distribution Channels as may be mutually determined) and to collect all revenue deriving therefrom. This right and authorization is granted to us on an exclusive basis for a period of 2 (two) years (“Term”); this means that when you submit the audio track to us as part of the MADverse Empower Fund you cannot make or have the same audio track and accompanying Content available to any Distribution Channel using a service other than our Digital Distribution Service for the Term.

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

5. Duty of Confidentiality

As winners of the MADverse Empower Fund you will have access to certain confidential and proprietary information that must remain confidential. As such, you acknowledge and agree to keep confidential the contents of the MADverse Empower Fund and all Confidential Information exchanged between you and MADverse until the date of release of

your audio track or as otherwise specified by MADverse. Confidential Information, shall include without limitation, (i) the digital recording of the audio track and all its components in any and all media, formats, relevant sheet music and all accompanying materials (ii) procedures relating to mixing, mastering, recording and production of the audio track, (iii) any and all proprietary information shared by MADverse such as trade secrets, copyrights, trademarks, all other intellectual property rights, (iv) any oral/written information, notes, materials, data, digital files, created/developed prior to date of release of the audio track or as otherwise specified by MADverse (v) any and all financial and proprietary business information shared by MADverse. Confidential Information shall not include information that (i) is or becomes generally known to the public through no breach of any confidentiality obligation; (ii) is rightfully known to you at the time of disclosure by MADverse without violation of any confidentiality restriction and without any restriction on your further use or disclosure of same; or (iii) is independently developed by you without any use of or reference to the Confidential Information as demonstrated by documentary evidence.

6. Representations and Warranties of Winners

You represent and warrant that:

- a. You will comply with and to the best of your abilities, maintain your Confidentiality obligations under these T&C and that you will immediately inform MADverse in case of a breach of the same.
- b. You will comply with and to the best of your abilities, maintain your exclusivity obligations under these T&C.
 - a. The audio track submitted by you is an entirely original and novel piece of work.
 - b. You are the sole copyright owner of the audio track and that your ownership of the same does not infringe any copyright or other intellectual property or proprietary right of any third party;
 - c. You have secured the necessary licenses, clearances, permissions from all third parties that may have any rights over your audio track.
 - d. Any metadata or other assets provided by you in relation to the audio track are complete and accurate.
 - e. You have read through, understood and agree to comply with these T&C and the MADverse Terms as available on the Platform.
 - f. 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;

7. DISCLAIMER OF WARRANTIES.

MADVERSE DOES NOT GURANTEE OR WARRANT ANY NUMBER OF STREAMS, CLICKS, PLAYS, DOWNLOADS OR PURCHASE OF THE RELEASED AUDIO TRACK 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.

8. 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.

9. 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, the Privacy Policy, 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.

10. 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.

11. Governing Law

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