

TERMS AND CONDITIONS FOR BIFFY CLYRO ("ARTIST") PROMO ARTWORK CAMPAIGN ("CAMPAIGN")

This Campaign is being run by Warner Music UK Limited ("we", "us", "our") of 27 Wrights Lane, Kensington, London W8 5SW on behalf of the Artist. By uploading your image to the Website (defined below) you agree to be bound by these terms and conditions ("Ts&Cs"). In the event of any conflict between any terms referred to in the submission criteria listed on the Website (as defined below) and these Ts&Cs, these Ts&Cs take precedence.

A) How to make your Submission

To make your Submission, (1) go to the website located at futiqueframe.biffyclyro.com ("Website"); (2) upload your own image to the Website ("Submission"); (3) tick the box confirming that you accept the Ts&Cs; and (4) click 'submit'.

The Futique album artwork ("Warner IP") will then be superimposed onto your Submission to make a new image composed of your Submission and Warner IP available for you to download for your personal use, the new image shall herein after be referred to as "Promo Artwork".

Your Submission must be solely your own original work and you must have the right to submit the Submission to the Website.

There is no limit to the quantity of Submissions you may make and therefore Promo Artworks you can create.

B) Warner IP

You acknowledge and agree that we retain all intellectual property rights in the Warner IP and that the creation of a Promo Artwork does not transfer any ownership rights to you.

C) Submission IP

By uploading a Submission, you represent and warrant that

1. you are the sole creator of the underlying image you upload;
2. your Submission does not infringe on the intellectual property, privacy, or publicity rights of any third party;
3. you agree to indemnify and hold harmless us from any claims arising from our use of the Promo Artwork;
4. you are at least 18 years of age;
5. you will provide your name, email address and country of residence to us if asked;
6. you hereby grant us the a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, modify, display, and distribute your post for any purpose related to the Artist's promotion, including, but not limited to, use in future live performances, events, digital promotions, and marketing materials; and
7. you irrevocably and unconditionally waive any and all moral and similar rights in your Submission and which may vest in the Promo Artwork and agree that wherever such waiver is not possible, you shall not enforce any such moral or like rights in and/or to the Submission and/or Promo Artwork. You further agree and confirm that we shall have no obligation to credit you wherever you're the Promo Artwork is used in accordance with these Ts&Cs.

All rights granted by entrants are free from all encumbrances charges and liens and we (and our licensees and assignees) shall have the exclusive right to edit, overdub and exploit the Promo Artwork and all versions edits and derivatives thereof throughout the world (or not, as we see fit) and to authorise others to do so without further reference or payment to you or reference or payment to any persons featured in your submission or who helped make your submission. Statutory rights remain unaffected.

You acknowledge and agree that you will not receive any compensation, monetary or otherwise, for our use of your post or the **Promo Artwork** as outlined in these Ts&Cs.

There is no obligation on us to include your Promo Artwork as part of the Campaign or in any future Artist product.

You also represent and warrant that:

- i. your Submission does not contain any virus or other harmful software, any harmful, offensive or inappropriate content;
- ii. your Submission does not disparage or reflect adversely upon us or any third party;
- iii. you have all rights necessary to grant the rights provided for in these terms, and that all materials forming part of your Submission, and any use of such Submission by or on behalf of us, complies with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party; and
- iv. you have obtained all necessary rights and approvals from any person other than you featured in your Submission.

You will reimburse us for all damages arising from or in relation to a breach of these terms to the extent such damages are caused by you.

D) Promo Artwork IP

The Promo Artwork is a derivative work of the Warner IP, and all rights, title, and interest in the Promo Artwork remain exclusively ours. By making a Submission you grant us any and all rights in your submission required for us to create the Promo Artwork. We shall be entitled to use the Promo Artwork without restriction, and authorise others to use the Promo Artwork.

Upon our request and without compensation, you will sign all such documents as are reasonably required by us to perfect the grant of rights referred to in these terms to us (save that, for the avoidance of doubt, unless and until such documents are signed, the terms of these Ts&Cs shall apply). We may send you consent forms (the “**Consent Forms**”) which you must ensure are signed by all of the people featured in your submission. If we do not receive the signed Consent Forms by such date as we may reasonably notify to you, we have the right to not use your Promo Artwork.

E) Your Use of Promo Artwork

You are granted a non-exclusive, non-transferable, revocable license to use the **Promo Artwork** solely for your own personal, non-commercial use. This license does not permit you to use the **Promo Artwork** for any commercial, promotional, or public display purposes, including but not limited to selling the image, using it on merchandise, or distributing it for financial gain. Any use of the **Promo Artwork** outside of this personal license is strictly prohibited and constitutes a breach of these Ts&Cs. For the avoidance of doubt, uploading the Promo Artwork to your personal, non-business or non-commercial social media channels falls within the non-exclusive licence granted to you herein.

F) Unauthorized Use

Any unauthorized use of the **Promo Artwork** by you or anyone authorised by you is a material breach of these Ts&Cs. In the event of such a breach, we reserve the right to terminate your license to use the **Promo Artwork** and may pursue any and all available legal remedies.

G) General

By making a Submission, you agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you as part of the submission process (including contact details) for the purposes of operating the Campaign and otherwise in accordance with our Privacy Policy, available at www.wminewmedia.com/privacy

If something outside our control prevents or significantly hinders our ability to proceed with the Campaign on the dates and in the manner described in these Ts&Cs (including but not limited to epidemics, pandemics, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war and act of terrorism), we may cancel the Campaign and start it at another time on the same conditions.

We reserve the right to disqualify anyone who tampers with the submission process and/or take any other action against that person that may be available, and to cancel, terminate, modify or suspend the Campaign.

The Campaign and these Ts&Cs are governed by the laws of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Campaign or the Ts&Cs.