

## **THE “FIVIO PARIS TO TOKYO TIKTOK CONTEST” OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

The “Fivio Paris to Tokyo TikTok Contest” (the “Contest”) may only be entered by legal residents in or from the fifty (50) United States and the District of Columbia and Puerto Rico (excluding all other territories and possessions) (collectively, the “Contest Territory”). Entries originating from any other jurisdiction are not eligible. You are not authorized to participate in the Contest if you are not located within the Contest Territory.

### **1. Eligibility.**

Participation in Contest is open only to legal residents of the Contest Territory who are a) at least the age of majority in the state in which they reside as of July 18, 2022 and b) are able to travel internationally during 2022 calendar year. Void outside of the Contest Territory, and where prohibited, including, but not limited to, where taxed or restricted by law. Employees, officers and directors of Sony Music Entertainment (“Sponsor”), its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Contest materials (“Contest Entities”) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter.

### **2. Submission Period.**

The Contest will begin on July 18, 2022 at 12:00:01 a.m. ET and will end on July 30, 2022 at 11:59:59 p.m. ET (“Contest Period”).

### **3. How to Enter.**

**To submit a valid entry into the Contest, navigate to your TikTok® account and create a post that adheres and includes the following (Each an “Entry”):**

- Must include the official “Paris to Tokyo” Tiktok sound;
- Must be at least thirty (30) seconds and no longer than sixty (60) seconds;
- Must use hashtag: #ParistoTokyoContest

**Entrants must complete all steps described above to submit an Entry. All individuals appearing or identifiable in the Entries must be at least the age of majority in their state of residence as of July 18, 2022.**

**The Submission Materials (as defined below) may not contain references which are obscene, crude or vulgar, gang identification, references to commercial products, license plate numbers, phone numbers, personal addresses (physical or email), Website URLs, derogatory characterizations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.**

Entrants must be registered users of at least one of the above-referenced Social Media Accounts to enter. If an entrant has no Social Media Account, one can be created by downloading such app and

following the instructions to register. Entrants must ensure that the social media account used to submit the Entry is set to "public" so that their Entries are viewable. In the event of a dispute concerning the identity of the person who submitted an Entry and the identity of the official entrant, the Entry will be deemed to have been submitted by the authorized account holder of the social media account associated with the Entry. The "Authorized Account Holder" is the natural person to whom a social media account is assigned.

**BY SUBMITTING THEIR ENTRY, EACH ENTRANT AFFIRMS AND REPRESENTS THAT THEY HAVE THE EXPRESS PERMISSION OF EACH INDIVIDUAL (AND SUCH INDIVIDUAL'S PARENT/LEGAL GUARDIAN, IF APPLICABLE) APPEARING OR IDENTIFIABLE IN THE ENTRY.**

**One (1) Entry per person and TikTok account.** No duplicate, identical Entries. If multiple identical Entries are received, only the first Entry submitted by that entrant will qualify for entry into the Contest; subsequent identical Entries submitted by that entrant shall be disqualified. Sponsor and those working for Sponsor or on behalf of Sponsor, will not be responsible for lost, late, misdirected, damaged, or postage due mail or e-mail, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays. Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules are also void. By entering, entrants agree to be bound by the decisions of the judges, and these Official Rules and to comply with all federal, state, and local laws and regulations. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

#### **4. Submissions Materials.**

(a) For purposes of these Official Rules, all original content of the Entry shall be referred to herein as the "Submission Materials".

(b) Immediately upon submission, Submission Materials will become the property of Sponsor and will not be acknowledged or returned. The Submission Materials may not contain references which are obscene, crude or vulgar, gang identification, references to commercial products, license plate numbers, phone numbers, personal addresses (physical or email), Website URLs, derogatory characterizations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.

(c) Regarding the Submission Materials, (i) you represent and warrant that: (A) all contents of Submission Materials are wholly original, have been created entirely by entrant, have not been taken in whole or in part from any source other than entrant and do not incorporate or include anything that is owned by any third party or would require the consent of any third party; (B) you own and/or control 100% of all right, title and interest in and to the Submission Materials, as well as all elements contained therein; (C) the Submission Materials do not and shall not violate any law or the copyright, trademark, publicity right, privacy right, or any other right of any third party; (D) the Submission Materials, or any part thereof, have not been commercially released; and (E) you have the written consent, release and/or permission of each and every participant in the Submission Material to participate in the Submission Materials as contemplated by these Official Rules; and (ii) you agree that the Submission Materials shall be a "work made for hire," with all rights therein, including, without limitation, the exclusive copyright, being the property of Sponsor. In the event the Submission Materials are considered not to be a "work made for hire," you irrevocably assign to Sponsor all right, title, and interest in your Submission Materials (including, without limitation, the copyright) in any and all

media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

(d) You hereby agree to indemnify and hold harmless the Contest Entities from and against any third party claim arising from use of the Submission Materials. You waive any right to privacy. You waive any right to inspect or approve uses of the Submission Materials or to be compensated for any such uses. By providing the Submission Materials in connection with this Contest, you grant to Sponsor and its affiliated companies, and the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical information, Submission Materials, entry form information and/or written and oral statements, for advertising and promotional purposes in promoting or publicizing the Submission Materials, the Contest, Sponsor and its products and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your Submission Materials, name, picture, likeness, address (city and state), e-mail address, biographical information, or Entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all entrants in this Contest, including the entrants selected as the Winner and those entrants who are not selected as the Winner. Entrants acknowledge that Sponsor is under no obligation to use the Submission Materials for any purpose. By entering and/or participating in the Submission Materials, each entrant and participant agrees to be bound by the decisions of the judges and these Official Rules and to comply with all federal, state, and local laws and regulations.

**(e) BY ENTERING THIS CONTEST OR PARTICIPATING IN THE SUBMISSION MATERIALS, EACH ENTRANT AND EACH PARTICIPANT REPRESENTS AND WARRANTS THAT: (I) their EXPRESSLY AGREES TO ALL TERMS SET FORTH IN THESE OFFICIAL RULES; (II) their PROVIDES HIS/HER EXPRESS PERMISSION TO APPEAR IN THE SUBMISSION MATERIALS; AND (III) their IS AWARE OF AND CONSENTS TO THE POTENTIAL USE AND/OR DISPLAY OF THE SUBMISSION MATERIALS ON SOCIAL MEDIA.**

## **5. Prizes.**

- One (1) Grand Prize Winner will each receive a flyaway travel package which will include (“Travel Package”):
  - Two (2) roundtrip airline tickets (economy class) from the international airport nearest the Winner’s place of residence (as determined at the sole discretion of Sponsor) to a Paris, France-area airport;
  - Four (4) nights’ hotel accommodations (double occupancy) in or around Paris, France;
  - A Three Hundred US Dollar (\$300.00 USD) equivalent stipend per day included in the Travel Package; and
  - Two (2) Visa® gift cards each in the amount of Five Hundred Dollars (\$500.00).

**Notwithstanding the foregoing, the details of each the Travel Package, including activities and dates, will be determined at the sole discretion of the Sponsor. Winners will be required to comply with any and all COVID-related safety protocols and procedures enforced by local, state and federal law as well as those required by Sponsor and artist. Travel Package must be fulfilled before November 1, 2022.**

The Approximate Retail Value (ARV) of the Prizes is Seven Thousand Five Hundred US Dollars (USD \$7,500.00). That determination represents Sponsor’s good faith determination. That determination is final and binding and cannot be appealed. Prize is non-transferable. No substitutions or cash redemptions provided that the Sponsor reserves the right to substitute the Prize in whole or in part for

a Prize of equal or greater value in the event that any component of the Prize is unavailable for any reason. Prize may not be sold, bartered or transferred. Prize does not include any additional expenses, including, but not limited to incidentals, meals, telephone charges, travel insurance, souvenirs, transportation, federal, state and local sales or other taxes and surcharges which are the sole responsibility of the Winner.

The Winner must be at least the age of majority in their state of residence as of July 18, 2022, and will be required to sign, have notarized, and return an Affidavit of Eligibility and Liability/Publicity Release, as well as any other additional legal documents as required by the Sponsor, within two (2) calendar days of Prize notification. If any Winner is younger than the age of majority in his/her jurisdiction of residence as of July 18, 2022, then such individual's parent or legal guardian must provide written permission allowing such individual to accept the Prize and the Affidavit of Eligibility and Liability/Publicity Release must be signed and submitted by a parent or legal guardian. If any Winner rejects his/her Prize or in the event of noncompliance with these Contest Official Rules and requirements, such Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries. Upon any Prize forfeiture, no compensation will be given.

## **6. Selection of Winner.**

At the conclusion of the Contest Period, the top 10 (10) most engaged-with valid Entries will be determined the Finalists. Sponsor employees and/or artist's representatives will judge such Finalists and select Winner from among them by evaluating the Entries on the basis of the following criteria (collectively, the "Judging Criteria"): creativity (25%); originality (25%); enthusiasm (25%); and overall entertaining artistic content of the Submission Materials (25%). Winner will be determined on or about August 5, 2022. In the event of a tie between or among Entries, an additional judge will re-evaluate the tied Submission Materials by applying the Judging Criteria to select the Winner or Winner. The decision of the judges shall be final and binding in all regards.

**Sponsor reserves the right to modify or extend the Contest Period or not to award any portion of the Prize (as defined above in Section 5) in the event an insufficient number of eligible Entries meeting the minimal Judging Criteria are received during the Contest Period or for any other reason, as determined by Sponsor in its sole discretion.**

The Winner will be notified via the social media accounts used to submit the Entry. If any Winner cannot be contacted within one (1) calendar day of first notification attempt, if the Prize notification is returned as undeliverable, if any Winner rejects the Prize or in the event of noncompliance with these Official Rules, the Prize will be forfeited and an alternate Winner may be selected from all remaining eligible Entries, as determined by Sponsor in its sole discretion. Upon any Prize forfeiture, no compensation will be given.

## **7. Conditions.**

Participation in this Contest and acceptance of Prize constitutes each Winner's permission for Sponsor to use his/her name, social media handle, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. BY PARTICIPATING, ENTRANTS AND WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, CONTEST ENTITIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, DEALERS, AND THEIR RESPECTIVE ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS ("RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY

AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN, THIS CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY AND MERCHANDISE DELIVERY. Released Parties are not responsible if the Contest cannot take place or if any Prize cannot be awarded, in whole or in part, including, but not limited to, due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, global pandemics, weather or acts of terrorism. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. If, for reasons beyond Sponsor's control (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, Sponsor reserves the right, in its sole discretion, to cancel or modify the Contest, without liability. All taxes (including, but not limited to, income taxes) are the sole responsibility of the Winner. All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules, will be ineligible for any Prize and may be prosecuted to the full extent of the law.

## **8. Additional Terms.**

Any potential Winner may be requested to provide Sponsor with proof that such Winner is the Authorized Account Holder of the email account associated with the winning Entry. Any other attempted form of Entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of Entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to any entrant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right to cancel, terminate, modify, extend or suspend this Contest should it determine (in its sole discretion) that a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the Winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or website. Sponsor may prohibit an entrant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **9. Issues of Law.**

By entering, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York; (b) EACH ENTRANT EXPRESSLY WAIVES THE RIGHT TO HAVE

ANY ACTION OR PROCEEDING RELATING TO THIS CONTEST HEARD BEFORE A JURY; (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will contestant be entitled to received attorneys' fees or other legal costs; and (d) under no circumstances will entrant be permitted to obtain awards for, and contestant hereby waives all rights to claim, 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 contestant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York. This Contest is void where prohibited or restricted by law.

**10. Use of Data.**

Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review the Sony Music Entertainment privacy policy at [www.sonymusic.com/privacypolicy.html](http://www.sonymusic.com/privacypolicy.html). By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**11. How to Get More Information.**

To obtain a list of Winners, send a self-addressed, stamped envelope addressed by October 5, 2022 to Sony Music Entertainment, 25 Madison Avenue, New York, NY 10010-8601, Attention: "Fivio Paris to Tokyo TikTok Contest" Winners' Names. To obtain a copy of these Official Rules, send a self-addressed, stamped envelope by August 31, 2022 to: Sony Music Entertainment, 25 Madison Avenue, New York, NY 10010-8601, Attention: "Fivio Paris to Tokyo TikTok Contest" Official Rules.

**12. Sponsor.**

Sponsor is Sony Music Entertainment, 25 Madison Avenue, New York, NY 10010.