



GAME OF BANDS SONG WRITING AND RECORDING AGREEMENT TERMS AND CONDITIONS

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1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

- a. By using or visiting the Game of Bands website (the Website) or uploading any of your Material (as defined in clause 7(b)) to the Website or any External Service (as defined in clause 9(a)), any software, data feeds, and services provided to you on, from, or through the Website (collectively the Service) you signify your agreement to these terms and conditions (Terms and Conditions).
- b. If you do not agree to any of these Terms and Conditions, please do not use the Service.
- c. The Service is provided by [Game of Bands Pty Ltd (ACN 601 454 442)] (Game of Bands).
- d. Although Game of Bands may attempt to notify you when major changes are made to these Terms and Conditions, you should periodically review the most up-to-date version [here](#).
- e. Game of Bands may, in its sole discretion, modify or revise these Terms and Conditions at any time, and you agree to be bound by such modifications or revisions.

2. ELIGIBILITY

All amateur and professional songwriters and singers, whether published or unpublished may upload Material to the Website. Entries must be submitted using your username. You must be the writer or co-writer or performer of each Song entered under your username in each Round of the Games of Bands Service. If you are under 18 years of age, you must provide obtain the written permission of a parent or guardian.

3. ABOUT GAME OF BANDS

- a. Each round on the Website (Round) is a musical tournament where you collaborate with assigned team members to create music. Check out this handy [Beginners Guide](#) to help you get started.
- b. Visit the Game of Bands ['Song Depository'](#) for a complete musical history of the Rounds, the ['Hall of Fame'](#), and the ability to follow your favourite songwriters and performers (aka Bandits).



d. **CO-WRITERS**

- a. Songs written by multiple co-writers are eligible for entry, however each song must be entered under the username of one team member only, with the other co-writers acknowledged on the online entry form where indicated.
- b. Songs means and includes all music, lyrics and the title of all musical compositions written and/or composed by you or in collaboration with other Bandits, and all titles, arrangements, adaptations, versions, editions and translations of those Songs.

e. **ONLINE SUBMISSION ONLY**

- a. Subject to these Terms and Conditions, Bandits may enter as many songs as they choose.
- b. Bandits may only enter a Round within the period set by Game of Bands on the website.
- c. Bandits may enter a Round in the categories of:
 1. "Musician"
 2. "Lyricist"
 3. "Vocalist"

Bandits may enter in more than one category, but will only be chosen for one at random.

f. **CLOSING DATES FOR EACH ROUND**

- a. You must wait until the sign up period begins for a Round as set out on the Website.
- b. All entries must be submitted via the Website no later than 8pm UTC, 11 days from the date the teams for a Round have been posted on the Website and <http://reddit.com/r/gameofbands> .

g. **OWNERSHIP**

- a. Subject always to these Terms and Conditions, you, and your publisher if applicable, will retain all copyrights in any Material (including your Song) submitted to a Round, unless you agree otherwise. For the avoidance of doubt, no copyrights in any Song entered will be assigned to Game of Bands by virtue you uploading it to the Website or submitting your Song to a Round.
- b. In these Terms and Conditions, Material means your Songs, and any other materials you upload to the Website, including without limitation, photographs or comments.
- c. Any Material other than your Material is the property of the relevant Bandit (3rd Party Material), and is or may be subject to copyright, trade mark rights or other intellectual property or proprietary rights. Such 3rd Party Material may not be reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or



otherwise communicated to the public or exploited for any purposes except for the purposes of the Round or the Service or with the express written consent of the third party.

- d. Game of Bands may use any of your Materials for promotional purposes for Game of Bands on both the Website, the Service and External Services, including but not limited to social media sites such as Facebook, reddit and SoundCloud.

h. LICENCES GRANTED

- a. By uploading your Material to the Service, you grant Game of Bands a royalty- free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to reproduce, prepare derivative works, distribute copies, perform, or publicly display your Material in any medium and for any non-commercial purposes, and to authorize others to do so.
- b. In addition, by using the Service, you also grant a limited, worldwide, non- exclusive, royalty-free licence to other Bandits in your team (Authorised Bandits) for an applicable Round, and to operators and users of any other websites, apps and/or platforms to which your Material has been uploaded, shared or embedded, to use, copy, repost, transmit or otherwise distribute, publicly display, publicly perform, adapt, prepare derivative works of, compile, make available and otherwise communicate to the public, your Material from time to time.
- c. The licences granted in this section 8 are granted separately with respect to each item of your Material that you upload to the Website. Licences with respect to comments or other contributions that you on the Website will be perpetual and irrevocable, and will continue notwithstanding any termination of your account.
- d. In the event that you grant Game of Bands the right to administer throughout the World your share of the copyright in any Song, you agree to enter into a Single Song Assignment Agreement [here](#) in relation to your share of the Song. In doing so, you warrant and undertake that your copyright share in the Song is, and will be, your original composition and that the Song does not, or will not, infringe upon the rights of any third party.

9. THIRD PARTY WEBSITES AND SERVICES

- a. Game of Bands may require that you access third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services (External Services).
- b. Game of Bands does not have or maintain any control over External Services, and is not and cannot be responsible for their content, operation or use. By linking or otherwise providing access to any External Services, Game of Bands does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such External Services.

- c. External Services may have their own terms of use and/or privacy policy, and may have different practices and requirements to those operated by Game of Bands with respect to the Service. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Services, which you use at your own risk. You are advised to make reasonable enquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any External Services.
- d. You are solely responsible for taking the precautions necessary to protect yourself from fraud when using External Services, and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any External Services.
- e. Game of Bands disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against Game of Bands with respect to the content or operation of any External Services.

10. **YOUR REPRESENTATIONS AND WARRANTIES**

By directly uploading Material to the website, you represent and warrant that:

- a. your Material is an original work by you, or you have obtained all rights, licences, consents and permissions necessary in order to use, and (if and where relevant) to authorise Games of Bands to use, your Material pursuant to these Terms and Conditions, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public your Material and each and every part thereof, on, through or via the website or any External Service or elsewhere for the purposes of the Service;
- b. you own the Material uploaded by you on or through the website or otherwise have the right to do so;
- c. any Material created by you will not incorporate any samples or other materials which are subject to third party proprietary rights or otherwise infringe the rights of any third party;
- d. the publishing of your Material by Games of Bands does not violate the privacy rights, publicity rights, contract rights, performers rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Material submitted as part of the Service;
- e. any Material created by you is not defamatory, libellous, hateful, racially or ethnically offensive, gives rise to civil liability, or violate any law;
- f. your Material does not and will not create any liability on the part of Game of Bands, its affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.



11. INDEMNITY

You shall indemnify and hold Game of Bands harmless from and against any claims inconsistent with the representations and warranties made under section 10. You acknowledge that all Material entered may be distributed to the judging committee who will agree to release, indemnify, and hold Game of Bands and its directors, officers, employees and contractors harmless for any liability, damages, or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, participation in a Round.

12. PROMOTION

You agree that Game of Bands shall have permission to use your Material, as well as your username, likeness, and voice for future advertising and publicity purposes whatsoever on the Website and through any External Services without additional compensation.

13. MISCELLANEOUS

These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria, Australia and you irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of Victoria, Australia.