

# **Editor's Choice Campaign T&C**

**1. HOW TO ENTER: NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. Void wherever prohibited or where registration or bonding required, and subject to all federal, state and local laws.**

To participate in the HearMeOut Editor's Choice Campaign Contest (the "Contest") beginning on May 17, 2017 through May 23, 2017 ("Contest Period"), you must follow the instructions described below (the "Instructions") on how to participate.

All entrants must meet the following criteria:

1. Record a minimum of one post a day for a week showing us your musical talent.
2. Use the hashtags #HearMeOut and #HearMeEditor for each post you're submitting.
3. Share every HearMeOut post on your Facebook, Twitter, and Instagram (Any of the above where you own a profile).

HearMeOut reserves the right to reject any Entry for any reason.

**2. ELIGIBILITY:** Entrants must agree to the terms and conditions of Sponsor's General Terms and Conditions, a copy of which can be found at

<http://hearmeoutapp.com/TermsOfUse/TermsOfUse.html>.

Affiliates, subsidiaries, advertising, promotion, and fulfillment agencies of Sponsor, and immediate family members and persons of employees, officers, and directors of Sponsor living in their same household, are not eligible to participate in the Contest.

**3. WINNER:** Winner of the Contest will be determined based on the following:

A single winner will be selected based on who reached the highest overall number of likes and comments on their social profiles as finally determined by Sponsor in its sole discretion.

**4. NOTIFICATION:** The potential Winner will be selected on or about May 24, 2017. Sponsor or its agent will attempt to notify the potential winner by email or as indicated in the Instructions within 24 hours of selection and the potential Winner will have 10 days from attempted notification to accept the prize. By participating, Entrants agree to the rules herein and the determination of the Winner by Sponsor, which will be final and binding in all respects. Entry in the Contest and acceptance of any prize constitutes permission to use the entry, as well as entrant's name, biographical information, and likeness, without further compensation, except where prohibited by law. No information regarding judging and/or selecting will be disclosed.

**5. PRIZE:**

One winner ("Winner") will be selected. Winner will receive \$0.5 per each "like" and/or "comment" he gains on his social media profiles (Facebook, Twitter, and Instagram, Any of the above where you own a profile) but in any event not more than \$1000 (one thousand US dollars).

Also the winner will be featured on the Editor's Choice section for an entire month, with a special "winner picture".

No other financial or other compensation will be made to entrant. Sponsor will attempt to notify the potential Winner by e-mail or other means. Any notification returned as undeliverable may result in disqualification. Prizes are not transferable.

**6. INTELLECTUAL PROPERTY:** By participating in the Contest, each entrant grants to Sponsor a worldwide, non-exclusive, perpetual, fully paid, royalty-free, transferable right to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) the Post (subject to the underlying intellectual property rights in the composition and recording utilized by entrant) and materials and information submitted on and in connection with the Contest or use or receipt of the prize for any and all purposes in any medium. Each participating entrant hereby warrants that any materials and information provided by entrant are original to entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the poster entry information or materials provided by entrant contain any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant represents he or she has obtained, prior to submission of their post and entry information or materials, any and all releases and consents necessary to permit use and exploitation of their post and information and materials by Sponsor in the manner set forth in the rules without additional compensation.

Except with respect to the underlying song, each entrant warrants that their post and entry materials and information provided do not contain information considered by entrant or any other third party to be confidential, and that the post, entry materials and information provided do not violate any laws or regulations. Entrant agrees that Sponsor has the right to verify the ownership and originality of all posts and that, upon Sponsor's request, entrant must submit a written copy of any release or permission entrant has received from a third party granting entrant the right to use such property. Entrant understands and acknowledges that in the event a submission is selected as a winning post, and entrant's ownership, rights and the originality of the post cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria.

**7. GENERAL RULES:** In the event of a dispute regarding any post, the post will be deemed made by the authorized holder of the primary HearMeOut account or email address associated with the post at the time of the post submission. By participating in this Contest, entrants agree to be bound by these rules and the decisions of the Sponsor. The Sponsor is not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the online entries in this Contest. The Sponsor reserves the right at its sole discretion to disqualify any entrant that tampers or attempts to tamper with the entry process or the operation of Sponsor, the Contest, mobile application, or website; violates the rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any

attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person and entrant to the fullest extent permitted by law. Sponsor's failure to enforce any term of these rules will not constitute a waiver of that provision. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the contest if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other problems beyond the control of the Sponsor and award the prize from among all eligible online Entries received prior to cancellation. The Sponsor, HearMeOut, and each of their respective affiliates, officers, directors, agents, and employees will have no liability or responsibility for any claim arising in connection with participation in this contest or the prize awarded. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this contest or use or redemption of any prize.

**8. RELEASE/LIMITATIONS OF LIABILITY:** YOU HEREBY HOLD THE SPONSOR, HEARMEOUT, HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIM ARISING FROM USE OF THE POST. SPONSOR, HEARMEOUT, AND AFFILIATES ARE NOT RESPONSIBLE FOR LOST, LATE, DAMAGED, MISDIRECTED, ILLEGIBLE, INCOMPLETE, OR MUTILATED ENTRIES, OR FOR ANY COMPUTER, ONLINE, TELEPHONE OR TECHNICAL MALFUNCTIONS, DELAYS OR HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF POST INFORMATION, OR FOR ENTRIES THAT ARE STOLEN, MISDIRECTED, GARBLED, LOST OR DELAYED BY COMPUTER TRANSMISSIONS, OR IF FOR ANY REASON, THE CONTEST IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF SPONSOR. SPONSOR IS NOT RESPONSIBLE FOR INCORRECT OR INACCURATE ENTRY INFORMATION WHETHER CAUSED BY INTERNET USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST OR BY ANY TECHNICAL OR HUMAN ERROR THAT MAY OCCUR IN THE PROCESSING OF THE ENTRIES IN THE CONTEST.

**9. Disputes:** Except where prohibited by law, as a condition of participating in this contest, each entrant agrees that (i) any and all disputes and causes of action arising out of or connected with the contest, or any prize awarded, will be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association, and held at the AAA regional office nearest San Francisco, California; (ii) the Federal Arbitration Act will govern the interpretation, enforcement, and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Each entrant waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than his or her actual out-of-pocket expenses (i.e., costs associated with entering the contest), and each entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these rules, or the rights and obligations of entrants and Sponsor in connection

with the contest, will be governed by, and construed in accordance with, the substantive laws of the State of Israel.

10. **PRIVACY:** Sponsor collects personal information from you when you enter this promotion. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at <http://hearmeoutapp.com/TermsOfUse/TermsOfUse.html>

11. **SPONSOR:** The Sponsor of the contest is HearMeOut. Amal 37 Petach-Tikva Israel.