

# OUTLOUD OPEN CALL

## Terms and Conditions

APPLYING TO THE OPEN CALL IS CONSIDERED AS A FINAL, IRREVOCABLE, AUTOMATIC AND UNRESERVED AGREEMENT OF THE ENTIRE CONTENTS OF THESE TERMS AND CONDITIONS BELOW.

### 1 Definitions and Interpretation

Unless the context otherwise requires, each of the following words and expressions shall have the meaning set out opposite it in this Clause:

**“Intellectual Property Rights”** All intellectual property rights linked to the Submission (s), including without limitation: copyright, registered designs, trademarks, trade names, services marks and service names and moral rights.

**“Open Call” means,** Virgin request for musicians to submit music that has been produced by them.

**“Participant”** a person or a band who provides their Submission via the Application Form to Virgin to participate in the Outloud Open Call competition.

**“Submission”** a digital format of music produced by the Participant and submitted to Virgin.

**“Virgin”** Virgin Megastore and/or VStar Multimedia LLC.

### 2 Application Rules

2.1 All Participants must be UAE residents, holding a valid UAE resident visa.

2.2 Participants under the age of 18 must provide an NOC from their parent or guardian approving their participation in the Open Call in accordance with these Terms and Conditions. Failure to submit an NOC will result to Submission rejection.

2.3 Participants may submit more than one Submission, but must submit a separate Application Form for each song.

2.4 The deadline to submit Application Forms is 22<sup>nd</sup> of April. Virgin will not be accepting any Applications after the deadline has passed. Virgin reserves the right to amend the deadline and all the terms and conditions mentioned thereto at its sole discretion and without notice.

2.5 Incomplete or false applications will be lead to Participant disqualification. Virgin reserves the sole discretionary right to disqualify applications and Participants for any reason whatsoever. And Participant shall not have any right to object or claim any rights or damages whatsoever due to the Submission Rejection.

2.6 A Judging Panel chosen at the sole discretion of Virgin, will select the finalists and the decision of the panel is final. And Participant irrevocably agree that the panel decision cannot be challenged in any way whatsoever, and Participant shall not have the right to claim any damage whatsoever resulting from the panel decision.

2.7 Successful Participants will be notified via email or telephone upon selection. Failure to reply to Virgin notification within 48 hours will grant Virgin the right to select a replacement Participant.

- 2.8 Successful Participants must grant Virgin and the associated organizations the time and the availability for promotions, performance, recordings and publicity related to Open Call. Failure to comply with Virgin requirements will result in disqualification and replacement of the successful candidate.
- 2.9 One finalist will be selected by public voting process, nevertheless, Virgin Megastore shall announce the winner at its sole discretion, in accordance with UAE laws and regulations. The winner announcement shall be final and cannot be challenged by any Participant in any way whatsoever. And Participant shall not have the right to claim any damage whatsoever resulting from the winner announcement.

### **3 Representations and Guarantees**

- 3.1 The Participant guarantees that s/he is the sole lawful owner of the Submission and all of its contents within and currently maintains the rights to absolutely and irrevocably relinquish the rights in relation to the Submission.
- 3.2 Participant guarantees that the Submission is free from any claims or encumbrances and that the submission are totally created by them and do not infringe any third party rights or any other regulation within UAE or worldwide, and Participants will be solely liable in case of infringement of any rights arising from the display, use or publishing of the Submission. Participant shall indemnify and keep Virgin harmless and indemnified against any claim, demand, lawsuit whatsoever arising from the use of the Submissions.
- 3.3 The Participant guarantees that s/he has obtained prior written approval for the use of any copyright or other intellectual property rights of any third party that is included in the Submission.
- 3.4 The Participant guarantees that there are no proceedings against him/her in relation to the Submission.
- 3.5 The Participant guarantees that s/he has not granted and shall not grant any rights whatsoever of the Submission to a third party especially if declared a winner. The Winning Participant irrevocably and finally undertakes to sign an exclusive agreement with Virgin or any other third party selected by Virgin, detailing the rights and obligations of both parties.
- 3.6 The Participant acknowledges that the Open Call is an amateur Event created by Virgin to encourage awareness and boost talents, and Participant agrees s/he is not expecting and will not be compensated by Virgin in any manner whatsoever, and does not have the right to claim any amount, fees, remuneration or any kind due to its participation in the Open Call.
- 3.7 The Participant agrees to receive email updates and communications about the Open Call and future endeavours of Virgin directly to the email registered in the application form.

### **4 Copyright**

- 4.1 The Participant shall remain the owner of all Intellectual Property Rights related to the Submission. However, the Participant hereby irrevocably grants Virgin the rights to use the Submission for all purposes of the Open Call and for other purposes at the sole discretion of Virgin.

4.2 For the objectives of the Open Call, Virgin's rights include, but are not limited to the:

- 4.2.1 rights to market, play, display, and promote the Submission and the Participant's name and photo;
- 4.2.2 rights to duplicate, re-create, amend, manufacture, and publish the Submission; and
- 4.2.3 rights to reproduce the Submission in other forms or on different platforms.

4.3 The Participant is not entitled to use any trademark or tradename associated with Virgin Megastore brand, or its intellectual properties in any way whatsoever.

## **5 Indemnity**

5.1 The Participant agrees to fully and effectively indemnify and hold harmless Virgin, and to keep Virgin indemnified, from and against all costs (including attorney's fees) expenses, damages, claims and liabilities arising from of any breach of this Agreement, caused by the Participant, its employees, agents, customers and servants.

5.2 Virgin shall have no liability whatsoever for any losses or costs incurred by the Participant, or liability arising from, the Application to the Open Call, including any loss of the Submission or any failure to be able to process the Submission because of technical issues or any other reason whatsoever.

5.3 The Participant waives all claims or interests pertaining to the use of the Submission.

## **6 General**

6.1 Virgin may assign, transfer or otherwise sub-contract any of it's obligations, benefits or rights under these Terms and Conditions to any third party.

6.2 Virgin has the right to cancel or suspend the Open Call for any reason whatsoever, without prior notice.

6.3 If any provision of these Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions shall continue in full force and effect.

6.4 Any waiver by Virgin of any breach of any provision of the Terms and Conditions by the Participant shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms

6.5 Participating in the Open call shall consist an irrevocable and final approval by the Participant, to the terms and conditions stated thereto.