

---

# REMIX TERMS AND CONDITIONS

---

## 1. ACCEPTANCE

- 1.1 This Agreement shall apply to all remixes of the Recording (each a **Remix**) which have been delivered by individuals (each a **Producer**) to Taj Hendrix Sultana professionally known as "*Tash Sultana*" (**Artist**) as part of the "*Greed Remix Challenge*" (**Competition**) promoted on the Artist's website [www.tashsultana.com](http://www.tashsultana.com) (**Website**).
- 1.2 The Competition grants the Producer access to the Recording. The Producer may download the Recording solely for the purposes of producing the Remix and participating in the Competition. The Remix may be uploaded onto the Website by the Artist and embedded into a playlist (together with other remixes). The Artist and the Producer (together the **Parties**) may each share the Remix on their respective social media sites, however the Producer shall not make the Remix publically available by any other means unless it has obtained the Artist's prior written consent. The winning Remix shall be featured on the Artist's DSP's as the "*Official Greed Remix*".
- 1.3 The Producer is responsible for reading and understanding this Agreement prior to submitting the Remix to the Artist. The Producer's delivery of the Remix to the Artist as part of the Competition shall amount to acceptance of all terms and conditions contained within this Agreement, and thereafter, the Parties shall be legally bound by this Agreement.
- 1.4 This Agreement constitutes the entire agreement between the Parties with respect to the Remix and the Competition, and supersedes all prior agreements, undertakings and negotiations (whether verbal or in writing) between the Parties.

## 2. INTERPRETATION AND DEFINITIONS

- 2.1 Words capitalised in this Agreement refer to the following definitions:
  - a. **Agreement** means these Remix Terms and Conditions.
  - b. **Artist** has the meaning ascribed to it in clause 1.1.
  - c. **Competition** has the meaning ascribed to it in clause 1.1.
  - d. **DSP** means digital streaming platform.
  - e. **Parties** has the meaning ascribed to it in clause 1.2.
  - f. **Producer** has the meaning ascribed to it in clause 1.1
  - g. **Recording** means the audio stem files containing the recording of the musical composition entitled "*Greed*" made available by the Artist to the Producer pursuant to the Competition.
  - h. **Remix** has the meaning ascribed to it in clause 1.1.
  - i. **Territory** means the world.
- 2.2 In this Agreement, unless the context otherwise indicates:
  - a. Reference to any party includes their respective successors, executors, administrators and permitted assigns and substitutes.
  - b. Any reference to persons or individuals includes any individual, company, corporation, corporation sole, trust, firm, partnership, joint venture, syndicate,

authority, association or group, and any other entity, or any other association of persons either corporate or unincorporated.

- c. References to any statutes or laws shall include any amendments or replacements applicable to those statutes or laws from time to time.
- d. Headings are used in this Agreement for convenience only and shall not affect the interpretation of this Agreement.

### **3. REMIX**

- 3.1 The Recording shall be provided by the Artist to the Producer on a non-exclusive basis solely for the purposes of the Competition. The Producer may not use the Recording, including any associated files, data or material made available to the Producer by the Artist for any other purpose other than as outlined in clause 1.2.
- 3.2 Upon the Artist's request, the Producer must delete or return the Recording including any associated files, data and material obtained by the Producer from the Artist pursuant to the Competition.
- 3.3 Unless otherwise stated in this Agreement or agreed to by the Parties in writing, the Producer is not entitled to any payments, rights, compensation or royalties in connection with the Recording or the Remix.
- 3.4 Should the Artist use the Remix for any commercial purpose (including on the Artist's DSP), the Artist shall use reasonable endeavours to arrange for a credit to the Producer to be incorporated into the Remix in such form as reasonably requested by the Producer. Any failure by the Artist to incorporate any agreed credit shall not amount to a breach of this Agreement provided the Artist uses reasonable endeavours to rectify such failure prospectively if provided with written notice by the Producer.

### **4. OWNERSHIP**

- 4.1 The Artist shall exclusively own all right, title and interest (including present and future copyright) in the Remix (including the underlying musical composition) and all information, data, files and associated material submitted to the Artist by the Producer pursuant to the Competition.
- 4.2 The Artist may assign or licence the Remix to any third party including, without limitation, any company, trust, record label or licensee, and the Producer shall not, in any way, attempt to encumber or affect the Artist's right to the Remix.
- 4.3 For the avoidance of doubt, the Artist and its assignees, licensees and agents shall have the unlimited and exclusive right to use the Remix for any purpose whatsoever, including, without limitation, to undertake the following throughout the Territory:
  - a. Produce and manufacture audio and audio-visual products from the Remix by any method now or hereafter known;
  - b. Reproduce and exploit the Remix in all media and all markets whether now known or invented in the future; and
  - c. Use, adapt, edit, mix, re-mix, add to, delete from, arrange, re-arrange, revise and change the Remix or any part of the Remix.

### **5. ASSIGNMENT**

- 5.1 The Producer assigns to the Artist all right, title and interest (including present and future copyright) that the Producer may have in respect of the Remix (whether now or later existing) throughout the Territory and in perpetuity, including, without limitation, all rights which the

Producer may have in the Remix as the “maker” of the sound recording and any ownership rights arising under Section 97 of the *Copyright Act 1968 (Cth)*).

## **6. MORAL RIGHTS**

6.1 The Producer waives any so-called moral rights or similar rights that the Producer may have (whether now or later existing) in respect of the Remix under any law anywhere in the Territory. Without limiting the foregoing, the Producer consents to any and all acts or omissions of the Artist which would, but for this consent, infringe any of the Producer’s moral rights or similar rights in respect of the Remix.

## **7. NAME AND LIKENESS**

7.1 The Producer authorises the Artist and its assignees, licensees and agents to use the Producer’s name, pre-approved likeness and pre-approved biography on a non-exclusive basis solely for the purposes of advertising and publicity of the Remix.

## **8. WARRANTIES**

8.1 The Producer warrants to the Artist as follows:

- a. That the Producer is free to enter into this Agreement and in doing so, is not infringing the rights of any third party;
- b. That the Producer has not used any unauthorised sample recordings in the Remix;
- c. That the Remix shall not infringe the rights of any third party;
- d. That no consents of any kind are required from any third party in relation to the Remix;
- e. That the Producer will perform all obligations under this Agreement; and
- f. That the Producer will, at the Artist’s request, execute all further documentation reasonably required by the Artist to give effect to the terms and intent of this Agreement.

## **9. INDEMNITY**

9.1 Producer indemnifies the Artist, her assignees, licensees and agents and holds each of them harmless from any loss, damages, liability or expense (including legal expenses) arising out of or relating to any failure of the Producer to comply with the terms of this Agreement including, without limitation, any breach of the warranties provided by the Producer under clause 8.1.

## **10. CONFIDENTIALITY**

10.1 The Parties shall each keep the terms and content of this Agreement confidential and shall not disclose the terms and content of this Agreement to any person or entity, with the exception of disclosure:

- a. To any professional representative of the disclosing party;
- b. To any record label or licensee of the disclosing party; or
- c. As required by law to any Court of competent jurisdiction or any governmental agency.

10.2 For the avoidance of doubt, no party shall be required to keep any information confidential where it is already in the public domain.

## **11. DISPUTES**

11.1 Any dispute arising out of or in connection with this Agreement shall be resolved as follows:

- a. The Parties shall negotiate with each other in good faith for a period of no less than seven (7) calendar days to seek to resolve such dispute;
- b. If agreement cannot be reached by the Parties within thirty (30) calendar days from the date of commencement of such negotiation, the Parties agree to have the matter mediated as soon as reasonably practicable by a qualified mediator;
- c. If the matter cannot be resolved by the Parties before a qualified mediator within five (5) calendar days, either of the Parties may refer the dispute to arbitration.

11.2 The Parties agree to comply with their obligations under this Agreement while attempting to resolve the matter in dispute.

## **12. GENERAL**

12.1 The Artist may assign its rights under this Agreement in whole or in part to any third party. Producer must not assign or purport to assign their rights or obligations under this Agreement without the Artist's prior written consent.

12.2 Any variation of this Agreement must be in writing and signed by the Parties.

12.3 The Parties are not, pursuant to this Agreement, employer or employee, principal and agent, partners, joint venturers or anything similar.

12.4 If any provision of this Agreement is, or becomes, unenforceable, illegal or invalid for any reason, this Agreement will remain in full force apart from such provision which will be deemed deleted.

12.5 This Agreement will be governed by and construed in accordance with the laws of Victoria, Australia and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria, Australia with respect to any legal action, suit or proceeding or any other matter arising out of or in connection with this Agreement.