

## MOBO UnSung Wildcard Competition Terms and Conditions

### 1. BACKGROUND

TikTok has partnered with MOBO UnSung 2023 ("**MOBO Competition**"), an annual talent competition and artist development programme led by MOBO Organisation Ltd ("**MOBO**") to create the Wildcard Competition ("**Wildcard Competition**"), operated on the TikTok Short-form video platform ("**Platform**") whereby users of the Platform may submit a video with a maximum duration of 2-minutes that complies with the Video Requirements ("**Entrants**") detailed below ("**Video**"). The top 5 Entrants from the Wildcard Competition will win 'Wildcard' entry into the finals of the MOBO Competition, with the chance to win a place in the MOBO 'UnSung Class of 2023'.

These terms of participation ("**Terms**") apply to the Wildcard Competition. Please read these Terms carefully. As the Competition will take place exclusively on the Platform, our [Terms of Service](#) ("**Terms of Service**") and [Community Guidelines](#) ("**Community Guidelines**") also apply. Any personal information processed as a result of your participation in the Campaign on the Platform will be processed by TikTok in accordance with our [Privacy Policy](#) ("**Privacy Policy**"). In the event of any conflict between the Terms of Service or Community Guidelines and the Terms, the Terms shall prevail.

### 2. WHO OPERATES THE WILDCARD COMPETITION?

The Wildcard Competition is operated by: (a) TikTok Information Technologies UK Limited of Kaleidoscope, 4 Lindsey Street, London, EC1A 9HP ("**TikTok UK**"); and (b) TikTok Technology Limited of 10 Earlsfort Terrace, Dublin, IRELAND D02 T380 ("**TikTok Ireland**"), in collaboration with MOBO. TikTok UK and TikTok Ireland are together referred to as "**TikTok**" / "**we**" / "**our**" / "**us**".

### 3. WILDCARD COMPETITION PERIOD

The Wildcard Competition will start on 21 April 2023 and will end on 28 April 2023, when the Prize will be awarded ("**Competition Period**"). Videos must be submitted to the Wildcard Competition during the period Wednesday April 21 09:00 to Tuesday April 28 23:59 ("**Submission Period**")

### 4. ELIGIBILITY CRITERIA

Any Platform user (acting in their personal capacity) can enter the Wildcard Competition provided that they:

- (a) are 18 or older; and
- (b) do not have a pre-existing exclusive record, publishing and/or distribution deal; and
- (c) are resident in the United Kingdom or Ireland and have been residents in the United Kingdom or Ireland for no less than 5 years. Entrants must have a valid post code within the United Kingdom or Ireland; and
- (d) have a valid personal account on the Platform registered to their name and e-mail address; and
- (e) are eligible to participate in this Wildcard Competition, based on applicable laws; and
- (f) are NOT an officer, director, employee or contractor of TikTok, Bytedance, SoundOn or any of their subsidiaries or affiliates.

(with clauses 4(a) - (h) together referred to as the "**Eligibility Criteria**").

## 5. HOW DO YOU PARTICIPATE IN THE WILDCARD COMPETITION?

To participate, Entrants must meet the Eligibility Criteria and complete the following within the Competition Period:

### Stage 1

- (a) upload and post a Video to your account on the Platform in accordance with the Video Requirements during the Submission Period and include the hashtag #MOBOUnSung2023 and tags @moboofficial @soundon;
- (b) set the privacy settings on your account to 'public', rather than 'private';
- (c) Entrants may only submit 1 Video during the Submission Period.

### Stage 2

(d) All eligible submissions shall be reviewed by the judging panel - an independent judging panel comprised of representatives from the music industry, MOBO and other independent partners ("**Judging Panel**").

(e) The Judging Panel shall select the top 5 Wildcard acts ("**Wildcard Winners**") based on the following criteria:

- Quality of music – authenticity, production, originality, presence
- Future potential within the UnSung programme
- Competition eligibility requirements
- Live performance skills - stage presence & star quality
- Quality of application – first impression upon review of artist bio and social media links

(f) The Wildcard Winners will be notified via direct message to their account on the Platform.

## 6. WHAT ARE THE VIDEO REQUIREMENTS?

In addition to complying with our Community Guidelines, the Videos:

**(a) must** showcase you performing an original song or cover within the following genres: Hip Hop/Rap; R&B/Soul; Alternative (Rock/Indie Pop); Gospel; Grime; Jazz; Reggae; African music; Dance/Electronic; or Spoken Word, as well as stating why you should be selected as a finalist of the part of the 'UnSung Class of 2023' (either spoken in the Video or answered in the Video caption);

**(b) must** be original, exclusively created and owned by you, and you must have all rights necessary to post it (including any backing track), including written permission from anyone featured;

**(b) must** be no longer than 60 seconds in length;

**(c) must** have been produced in a safe and responsible manner, having due regard for the physical, mental and moral wellbeing of all individuals and/or animals featured;

**(d) must** be suitable for persons of thirteen years old and above;

**(e) must** comply with applicable laws;

**(f) must** only feature participants (including you) who are over the age of 18;

**(g) must** have been produced with the necessary permits and licenses and any permission needed to record locations and prominent landmarks;

**(h) must not** violate or infringe upon any copyrights, trademarks, rights of privacy, publicity, moral rights, and/or other rights of any person or entity;

(i) **must not** contain material or lyrics that are inappropriate, obscene, defamatory, libellous, threatening, pornographic, racially, religiously or ethnically offensive, unlawful, or show any illicit behaviour such as taking or using drugs, soliciting funds / donations, referring to or containing gestures of a political or similar nature, contain any profanities or any dangerous behaviour that we would perceive to be unsafe to you or anyone around you or encourages any other conduct that would violate any law as determined by us;

(j) **must not** contain any branded content i.e. content about a brand or a product, whether or not in return for any payment or other incentive;

(k) **must not** contain any third party intellectual property (this includes branded clothing, copyright works (other than your own), or other branded objects including any brand name and logos) unless you have proof that you have obtained all rights and clearances;

(l) **must not** be created using the duet and/or stitch features on the Platform;

(m) **must not** be promoted using any Platform promotional; and

(n) **must not** be composed or performed in part or in whole using any type of AI.

(with clauses 6(a) - (m) together referred to as the "**Video Requirements**").

We reserve the right to remove any Video from the Platform (and take further action under our Terms of Service) if it does not comply with these Terms, our Community Guidelines and/or applicable law, and we are not responsible for any costs associated with your production of your Video.

#### **7. Prize.** The Wildcard Winners will receive the following prize ("**Prize**");

Subject to their confirmation of acceptance of these Terms, and their subsequent acceptance of the MOBO T&C's, the Wildcard Winners shall go through to the finals of the MOBO UnSung Competition 2023, as promoted and managed by MOBO. Further details of the MOBO UnSung Competition 2023 can be found here: <https://mobo.com/unsung>

#### **8. Notification of the Prize**

(a) We will notify the Wildcard Winners with details of the Prize. If we cannot contact you after three (3) attempts via contact details you have provided or you do not meet the Eligibility Criteria, we reserve the right to withdraw the Prize from you and pick a replacement. We are not responsible if we have contacted you on three (3) attempts and the contact details you have provided to us are inactive or incorrect. Please check your Platform account and/or email messages regularly, including your 'junk' folders. When we contact you, we may require further information to arrange the organisation of your Prize.

(b) We must either publish or make available information that indicates that you are a Wildcard Winner. To comply with this obligation, we will send the surname and, if applicable Video, to anyone who emails [privacy@tiktok.com](mailto:privacy@tiktok.com) or contacts us via the "Report a Problem" section on the Platform or writes to either address set out at the start of these Terms (enclosing a self-addressed envelope and addressed for the attention of the Legal Team) within one month after the Competition Period.

#### **9. Intellectual Property**

(a) You retain ownership of the pre-existing underlying intellectual property in your Video (individually and collectively your "**Entry**"). You have agreed that TikTok (its affiliates and/or its

commercial partners) can broadcast, publish, promote, copy, reproduce, transmit, display, edit, adapt, modify (including engaging a third party company to add subtitles to the Entry on your behalf), create derivative works of and/or otherwise distribute or use the Entry (in particular the Video regardless of whether you are a Wildcard Winner or not) both on and off the Platform for a period of 24 months commencing from the date that the Entry was first published on the Platform (i) in connection with, or promotion of, this Wildcard Competition; (ii) for the purpose of showcasing or exhibiting any of the Entries (for example by way of exhibition on the Platform via a 'hub' or at any events which may be in front of an audience and also livestreamed or posted on the Platform or any other third party social media platform (iii) in any other manner, format or media, in any part of the world, on online platforms including without limitation Facebook, YouTube, Twitter, and Instagram; (iv) for any promotional or marketing purposes (whether organic, paid or out of home advertising) of TikTok; (v) other forms of media, whether online or offline as online articles and blog posts, electronic newsletters, television broadcasts or cinema usage and other electronic marketing materials and; (vi) royalty-free and without any obligation of attribution or consent. You irrevocably grant all consents and waivers necessary in connection with the above, without further compensation to you. Additionally, through your acceptance of these Terms, you confirm that you have obtained any and all necessary third party clearances to enable you to submit the Entry for this Wildcard Competition and for TikTok's use of any Entry in accordance with these Terms. At TikTok's request, you must provide evidence of the same, and if you are unable to provide evidence when requested, then TikTok has the right to disqualify your Entry. Acceptable evidence may include (aa) a registration certificate (bb) a licence or assignment agreement (cc) a power of attorney (dd) or other relevant materials, documents or statements that demonstrate you are the copyright owner of the Entry or have been authorised by the copyright owner of the Entry to make this request.

(b) You warrant that (i) the Video is original and has not been previously published on any Platform or any third party social media platforms (ii) you own the exclusive rights to use, communicate and broadcast the Entry, (iii) the Entry does not infringe the intellectual property, privacy, publicity or other rights or interest of any third party or result in any other liability; and (iv) the Entry does not violate TikTok's Community Guidelines or Terms of Service.

## **10. Limitation of Liability**

(a) To the maximum extent permitted by law, TikTok (including its respective officers, employees, contractors and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of (i) the Competition, (ii) any technical difficulties or equipment malfunction (whether or not under TikTok's control); (iii) any theft, unauthorized access or third party interference; (iv) any Entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by TikTok) due to any reason beyond the reasonable control of TikTok; (vi) any tax liability incurred by a Wildcard Winner or Entrant.

(b) TikTok is not a promoter of, nor liable or responsible in any way for, the MOBO Competition and Entrants acknowledge that the provision of the Prize set out herein is subject to MOBO carrying out its obligations as promoter and organiser of the MOBO Competition. Accordingly, TikTok is not liable in any way for any cancellation, postponement or amendment to the applicable terms and conditions, of the MOBO Competition.

(c) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. We cannot exclude our liability: for damages arising out of injury to body or health or death based on any acts or omissions conducted by us or conducted by our legal representative or designated agent; for fraudulent misrepresentation, intent and gross negligence; to the extent we have provided a guarantee (which must be expressly designed as such in order to be a guarantee in the legal sense);

for breach of our contractual obligations under these Terms, except if our breach is due to a force majeure event; or for damages arising from wilful misconduct or gross negligence.

(d) In all other cases, we shall only be liable for direct damages up to the amount of the foreseen or typically foreseeable damage.

(e) We are not responsible for any event of force majeure (including natural disasters, activities subject to the instructions of government agencies, cyberattacks, pandemic, actions taken by governments, system failure of the Platform qualifying as 'force majeure', actions of third parties (other than our subcontractors), which results in loss, damage or disappointment suffered by you as a result of your participation in the Wildcard Competition.

(f) Insofar as permitted by law, we will not assume any responsibility or liability for any inaccurate or failed electronic data transmission, technical faults, failed entries nor any inaccessibility or unavailability of the internet or the Platform.

## **11. Reservation of Rights**

For the avoidance of doubt, the Entrant agrees and undertakes not to take part in any fraudulent activity relating to the Entry (or the Wildcard Competition generally), this may include creating (or engaging a third party to create) bots to obtain viewing data for the Entries or interfering with any Entries in a fraudulent or dishonest manner. TikTok reserves the right to disqualify any Entries that have used Platform promotional activities to promote their Entry on the Platform. TikTok reserves the right, to disqualify any Entry that has breached this paragraph. If there has been a breach of this paragraph, to the extent it undermines the integrity of the Wildcard Competition, TikTok reserves the right to postpone modify or suspend the Competition, as appropriate. TikTok also reserves the right to moderate any Entry, and to disqualify any Entry in breach of these Terms.

## **12. Privacy**

(a) TikTok will collect and process personal information about the entrants, including name, email address, telephone number, country of residence and any personal information contained within the Entry or otherwise provided to TikTok during the course of the Wildcard Competition such as proof of age documentation.

(b) Personal information provided by Entrants will only be used and processed by TikTok for the purposes of conducting the Wildcard Competition, on the basis that it has a legitimate interest in managing and administering the Wildcard Competition, ensuring that the Wildcard Competition is run fairly and contacting the Wildcard Winners. Entrants' personal information may be disclosed to the TikTok's agents, and affiliates (including those outside the UK/European Economic Area) and to MOBO for purposes relating to the awarding of a Prize. If the information requested is not provided, the Entrant may not be able to receive their Prize. TikTok will securely delete personal information collected in connection with the Wildcard Competition around 30 days from the completion of the MOBO Competition.

(c) All personal information collected in connection with the Wildcard Competition will be processed in accordance with the Privacy Policy.

(d) Each Entrant understands that by participating in the Wildcard Competition, they may receive electronic communications from TikTok (such as via comments made on their Entry, email or direct message) or be contacted by email and/or direct message in relation to the Wildcard Competition.

### **13. Promotional Activities**

(a) Each Entrant agrees (i) to take part in any and all marketing, promotional, publicity requests from TikTok with respect to the Wildcard Competition, (ii) that TikTok may use the Entrant's name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Wildcard Competition, (iii) and grants TikTok all consents and waivers necessary (on the same basis as paragraph 8(e)) for TikTok to run and promote the Wildcard Competition, including in respect of any promotional photographs and/or audio/video recordings taken of the Entrant at the Event (or any additional events that the Entrant may attend (as invited by TikTok) as a result of an Entrant winning a Prize.

(b) Entrants shall not, without the prior written approval of TikTok, speak to the press or any other media, or give any interviews or comments relating to the Wildcard Competition.

### **14. General**

(a) You are responsible for any and all expenses incurred in entering or participating in the Wildcard Competition.

(b) You will not be reimbursed for any expenses incurred in participating in the Wildcard Competition.

(c) You acknowledge and agree that your Entry will be publicly available, available for commenting on by the public, and that comments that you may disagree with may be published or otherwise become associated with Entry or Entries.

(d) If any of these clauses are found to be illegal, invalid or otherwise unenforceable, then they shall be deleted from these Terms and the remaining clauses shall survive and remain in full force and effect, provided that the deleted clause do not constitute the essential terms of these Terms.

(e) You shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, these Terms or any of its rights or obligations under these Terms without prior written consent.

(f) These Terms will be governed by the laws of England and Wales and any disputes will be subject to the exclusive jurisdiction of the English courts.

(g) TikTok reserves the right to remove any Video from the Platform (and take further action under our Terms of Service) if it does not comply with these Terms, our Community Guidelines and/or applicable laws.