

## THE CUT

### OFFICIAL RULES AND TERMS

WAB Limited (“us”, “we” or “our”) is asking aspiring filmmakers to enter into a competition (“**Competition**”) to create the first ever official music videos for 3 of Elton John’s best known tracks: “Rocket Man”, “Bennie and the Jets” and “Tiny Dancer” (“**Tracks**”).

To enter the Competition you are invited to submit up to 3 video treatments of your ideas for an official music video for each Track (“**Video Treatment(s)**”) in accordance with the creative briefs. You may only submit one Video Treatment for each Track.

Your Video Treatment(s) will be considered by us and a panel of judges that will include Elton John (“**Judging Panel**”). The Judging Panel will shortlist 6 Video Treatment(s) (2 of each Track) and if your Video Treatment is shortlisted it will be in the running to be made into a music video by Elton John’s record label, Virgin-EMI Records (“**Record Label**”). If your Video Treatment is made into a music video by the Record Label and then on completion chosen by us to be an official music video (an “**Official Music Video**”) your Video Treatment will be judged as 1 of 3 winning entries (“**Winning Entries**”).

All Video Treatment(s) submitted to enter the Competition must either be as an MP4 upload or an unlisted YouTube link to the dedicated website located at [www.eltonjohn.com/thecut](http://www.eltonjohn.com/thecut) (the “**Competition Website**”) during the Submission Period. Video Treatment(s) submitted during the Submission Period will not initially be made available for view by the general public.

By submitting your Video Treatment(s) to the Competition Website, you agree to these official rules and terms (“the “**Official Rules and Terms**”) and if submitting your Video Treatment using a YouTube link you agree in addition to the terms of service of the YouTube website set out at <http://www.youtube.com/t/terms> (the “**Terms of Service**”) and the **Community Guidelines** of the YouTube website set forth at [http://www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines) (the “**Code of Conduct**”) (and references to the “**Official Rules and Terms**” shall include all of these terms, unless otherwise indicated).

For further information about the Competition is available on our Frequently Asked Questions at <http://bit.ly/TheCutFAQ>.

#### Project Entities:

WAB Limited, 1 Blythe Road, London, W14 0HG (the “**Promoter**”); [Pulse Limited], 17 Hanbury Street, London E1 6QR (the “**Production Company**”); Virgin-EMI Records, a division of Universal Music Operations Limited, 364-366 Kensington High Street, London W14 8NS (the “**Record Label**”); AKQA 1 St John’s Lane, London, EC1M 4B (“**AKQA**”) Google UK Limited, Belgrave House, 76 Buckingham Palace Road, London SW1W 9TQ (“**Google**”), (all parties collectively referred to as the “**Project Entities**” which expression includes their respective successors in title, assigns, licensees, parent or subsidiary companies, promotional partners, developers and third party marketing entities).

#### 1. KEY DATES

The key dates for the Competition are as follows:

EVENT	Starts	Ends
Submission of your Video Treatment by uploading to	9 January 2017 at 12:00:01PM GMT	31 January 2017 at 11:59.59AM GMT

the Competition Website (the “ <b>Submission Period</b> ”)		
Videos Treatments will be reviewed by the Production Company	1 February 2017 at 09:00:00AM GMT	13 February 2017 at 23:59:59 GMT or until all Videos Treatments uploaded during the Submission Period have been reviewed, whichever is sooner.
Judging Panel will meet to select 2 Video Treatments (2 of each Track). At least 1 Video Treatment for each Track will go into pre-production.	28 February 2017	28 February 2017

## 2. ELIGIBILITY

2.1 For entrants to be eligible to upload and submit a Video Treatment(s) for inclusion in the Competition, individuals must be:

- 16 years of age or older. If you are legally considered a minor in your state/country of residence you may not enter the Competition without the permission of a parent or a guardian;
- a legal resident of a state/country where participation in the Competition is not prohibited by law; and
- if you wish to submit your Video Treatment using a YouTube link, you must be a registered users (“**Registered Users**”) of YouTube. To become a Registered User of YouTube, individuals must register for an account and agree to the YouTube Site’s Terms of Service.

2.2 You will not be eligible to submit a Video Treatment(s) to be considered for inclusion in the Competition if you are:

- an employee, officer, director, agent, representative of the Project Entities and their respective parents and subsidiary companies, legal and financial advisors, any and all other companies associated with the Competition (or their immediate family members);
- a resident of Quebec, Canada; or
- a party who:

(a) is represented under contract (e.g. by a talent agent or manager) that would limit or impair any of the Project Entities' ability to use your Video Treatment(s);

(b) is under any other contractual relationship (including but not limited to guild and/or union memberships), that may prohibit you from participating in the Competition, or from allowing the Project Entities to use, on a residual-free and royalty-free basis, your Video Treatment(s) worldwide in all media in perpetuity (except in France and Spain, for the duration of the rights).

### **3. VIDEO SUBMISSION REQUIREMENTS**

3.1 You can submit only one Video Treatment for each Track within the Submission Period. Your Video Treatment(s) must each be no longer than 90 seconds in length and of a maximum file size of 150MB.

3.2 The use of any Track used in your Video Treatment(s) must be downloaded from the Competition Website. By downloading a Track from the Competition Website you acknowledge that you have been granted by the Record Label a limited, revocable, non-exclusive, non-transferable license (without the right to sub-license) for the sole purpose of including the Track in your Video Treatment(s). Any use of the Track other than as expressly authorised herein, without our prior written permission or the prior written permission of the Record Label, is strictly prohibited. Such unauthorised use also, may violate applicable laws including without limitation copyright laws and applicable communications regulations and statutes.

3.3 When submitting your Video Treatment(s) to the Competition Website you must also complete certain details requested by us, in particular your name(s), email address(es) and country(ies) of residence. Failure to complete these details may invalidate your entry into Competition. If your Video Treatment is submitted as a team effort your team must consist of no more than 4 individuals if you enter the "Animation" category of the Competition and no more than 2 individuals if you enter either of the "Live" or "Choreography" categories. We will only use information collected at this point to contact you for the purpose of the Competition, such as communicating to you about whether your Video Treatment(s) has been shortlisted or selected as one of the Winning Entries.

Any information collected by us as part of this process will only be used in a manner consistent with these Official Rules and Terms, including clause 16.

3.4 If you submit Your Video Treatment(s) as a YouTube link your Video Treatment must also comply with the Terms of Service and Code of Conduct, and in particular must not:

- include trademarks, logos, or copyrighted material (such as company names, photographs, works of art, or images published on or in websites, television, film or other media), whether or not owned by you (except for the Video Treatment itself);
- contain any music, other than one of the Tracks, whether or not the music is owned by you;
- contain offensive, inappropriate or illegal content, including profanity, pornographic or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms or weapons, hateful content of any kind (including racist or sexist), content that promotes violence or harm to another living creature;
- defame, misrepresent or contain derogatory or disparaging remarks about other people or companies, including the Project Entities;
- promote a political agenda;
- contain footage of third parties taken without their permission.

Failure to comply with the Code of Conduct, Community Guidelines and Terms of Service may result in your Video Treatment being subject to a Content ID claim and your entry into the Competition may be invalidated.

3.5 The Production Company will review all Video Treatment(s) validly received during the Submission Period. Video Treatments which do not conform to these Official Rules and Terms will not be eligible for inclusion in the Competition. Decisions of the Promoter and the Production Company are final and binding.

#### **4. ENTRY TERMS**

4.1 You represent, warrant, covenant and confirm to us that:

- (i) your Video Treatment(s) conforms with these Official Rules and Terms, and if your Treatment is submitted via an unlisted YouTube link, conforms with the Terms of Service and the Code of Conduct;
- (ii) you are 16 years of age or older (or if legally considered a minor in your state/country of residence you have the permission of a parent or guardian to enter the Competition);
- (iii) all responses provided by you to us when you upload your Video Treatment(s) to the Competition Website are true and complete in all respects;
- (iv) you are the sole author and owner of your Video Treatment which is wholly original to you;
- (v) you have the right to agree to these Official Rules and Terms and to grant the rights referred to in these Official Rules and Terms, free from any encumbrances and third party rights;
- (vi) nothing in your Video Treatment(s) infringes the copyright or any other rights (including any rights of confidentiality and/or privacy and/or publicity, any moral rights or any intellectual property rights) of any third party;
- (vii) your Video Treatment(s) does not include any logos, trademarks, designs or copyright material (including but not limited to music, film or TV footage), whether or not owned by you (other than the Video Treatment itself);
- (viii) your Video Treatment(s) does not include the name, image or voice or other sounds of any person unless you have obtained consents and permissions from such person;
- (ix) your Video Treatment(s) does not include any location other than your own property unless you have all necessary consents, licences and grants of rights from the owner of such location so as to enable us to exploit your Video Treatment(s) in accordance with these Official Rules and Terms;
- (x) you have not assigned, charged, licensed or otherwise in any way encumbered any rights, title and interest in and to your Video Treatment(s) which would prevent you from licensing or assigning your Video Treatment(s) to us in accordance with clause 8 of these Official Rules and Terms, including by entering into any agreement which would require us to make any payment to you or any third party for using your Video Treatment(s);
- (xi) no action claim or litigation is pending or threatened with respect to your Video Treatment(s) or any rights in your Video Treatment(s);
- (xii) your Video Treatment(s) does not contain any defamatory material or any material which is disparaging or derogatory of any person or which could adversely affect the name, reputation or goodwill of any person;
- (xiii) your Video Treatment(s) does not contain pornographic or sexually explicit content and does not contain any hateful, obscene, offensive or blasphemous content of any kind or any content which promotes violence or harm to any living creature;
- (xiv) your Video Treatment(s) does not contain threats of any kind or any content that could intimidate, harass or bully any person; and
- (xv) your Video Treatment(s) and your filming and creation of your Video Treatment(s) do not violate any local, state, national or international law or encourage violations of such laws.

4.2 If you breach any of your representations, warranties, obligations, undertakings or covenants in these Official Rules and Terms, or your Video Treatment(s) does not comply in all respects with these Official Rules and Terms, your Video Treatment(s) will be disqualified from consideration for the Competition.

## 5. TECHNICAL PROBLEMS AND GENERAL ERRORS

5.1 To the extent permitted by applicable law, neither the Project Entities nor any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with the Competition and each of their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively "**Released Parties**") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Competition Website or the YouTube website, for problems uploading any Video Treatment(s) or downloading any related materials from the Competition Website, or for late, lost, damaged, misdirected, incorrect or incomplete Video.

## 6. SELECTION OF VIDEO

6.1 All eligible Videos Treatments received during the Submission Period will be reviewed by Promoter, the Production Company and, if selected, the Judging Panel.

6.2 If your Video Treatment(s) is shortlisted or selected as one of the Winning Entries, we will contact you at any time from [thecut@eltonjohn.com](mailto:thecut@eltonjohn.com) via the email address you communicated to us when you uploaded your Video Treatment(s) to the Competition Website. We will also require you to provide your home address for use solely for the same purposes as are specified in clauses 3 and 16, and if required, enforcing these Official Rules and Terms.

6.3 You may also be required to execute or procure that third parties execute additional documentation concerning the use of your Video Treatment(s), at our discretion. This may include without limitation a physical signed filmmaker release from you, appearance releases from individuals appearing recognisably in your Video Treatment(s) and a signed location release in a form to be provided by us to you ("**Location Release**") from the owner of any location appearing in your Video Treatment(s).

6.4 If your Video Treatment(s) is shortlisted or selected as one of the Winning Entries, and used by the Record Label to produce a music video (including an Official Music Video) the Record Label shall have no obligation to make the music video available to the public.

6.5 In addition, you agree that the Promoter reserve the right to disqualify your Video Treatment(s) from the Competition at any time, in their sole discretion, on the basis of anything learned or obtained as a result of any additional documentation required by the Promoter, which would constitute a breach of these Official Rules and Terms. The decision of the Promoter is final, including any application and/or interpretation of these Official Rules and Terms.

6.6 Google shall not be involved with the review or selection of any of your Video Treatment(s).

## 7. PRIZES

7.1 If your Video Treatment is announced by us as one of the 3 Winning Entries you will be eligible to win a ("**Competition Prize**"). The Competition Prize is as follows:

- A \$10,000 prize fund to support future creative projects ("**Prize Fund**")
- Production of an Official Music Video using your Video Treatment.

If your Video Treatment is submitted as a team effort and your Video Treatment is selected as one of the Winning Entries the Prize Fund will be split and paid by us equally to the individuals whose names are submitted on the Competition entry form.

7.2 The judging and award of the Competition Prize will be at our absolute discretion. To be eligible to be considered for a Competition Prize you must be available to travel for up to 60 days to any

location in the world on any dates between 1 March 2017 and 31 April 2017 to shoot a music video. You may be required to travel on 7 days' or less notice and will be required to provide additional personal details, including without limitation their address, telephone number and passport details for use solely in connection with organizing travel and accommodation. The cost of any travel and accommodation required by you will be borne by us. If you are legally considered a minor in your state/country of residence you may be required to be accompanied for any travel by a parent or a guardian. If you (and where applicable, your parent or guardian) cannot travel during the travel dates notified or are unable to acquire and provide proof of possession of any necessary travel documents (e.g. passport, visa etc.) or unable to provide the requested personal details within the time requested, then you will not be eligible to continue in the Competition process and shall be deemed to have forfeited any claim to the Competition Prize (including the Prize Fund) and an alternate entrant to the Competition may be chosen by us. Any expense and the costs of any travel documents required for travel to/from the shoot location, as are all costs of any companion with whom you may wish to travel, shall be your sole responsibility. If you are legally considered a minor in your state/country of residence and need to be accompanied for any travel by a parent or a guardian we will pay for travel and accommodation costs of your parent or guardian. We will not pay for any other transport and/or supplementary charges, the cost of other meals, personal expenses, incidentals, and/or ancillary products or services. All travel and accommodation that we ask you to undertake will be arranged and paid for by us. If your Video Treatment is submitted as a team effort and your Video Treatment is selected as to be made into a music video we will be obliged to provide travel and accommodation to the shoot location of the music for only one individual whose name is submitted on the Competition entry form.

7.3 For the avoidance of doubt the Competition Prize will only be awarded to you if your Video Treatment has been selected and announced as one of the three Winning Entries. The production of a music video as part of the Competition process does not mean your Video Treatment and any music video produced therefrom will be announced as an Official Music Video and accordingly your Video Treatment one of the Winning Entries.

7.4 The Competition Prize is non-transferable – no substitutions or cash rewards allowed. The Project Entities shall not have any responsibility or liability whatsoever for any property loss, damage, with any person's participation with this Competition or any prize awarded herein. **The fulfilment of the Competition Prize shall be the sole responsibility of the Promoter.**

## **8. YOUR LICENCE AND/OR ASSIGNMENT TO US**

8.1 By uploading your Video Treatment(s) to the Competition Website, you irrevocably grant us and the Record Label a worldwide non-exclusive, royalty free licence (where relevant, by way of present licence of present and future copyright) to (i) copy, reproduce, adapt, translate, alter, rearrange, edit, cut, dub or subtitle in any language, and add to or delete from your Video Treatment(s) (including without limitation the right to extract audio only or picture only content from your Video Treatment(s)), in any way whatsoever, for the purpose of advertising, promoting, publicising, broadcasting, exhibiting, distributing and exploiting the Video Treatment(s) (and any clips therefrom) throughout the world in perpetuity in all media and by any and all means now known or devised in future (including without limitation any renting and lending of the Video Treatment(s)).

8.2 IF YOUR VIDEO TREATMENT(S) (OR ANY PART OF IT) DOES NOT APPEAR ON THE COMPETITION WEBSITE, THE LICENCE IN THIS CLAUSE 8 WILL NOT APPLY.

8.3 You acknowledge that if your Video Treatment(s) is shortlisted or selected as one of the Winning Entries, you will be required to sign a Copyright Assignment Form (or similar document) assigning to us all of your rights to the Video Treatment and any derivative material. Pursuant to the Copyright Assignment Form, we and the Record Label will receive the right to use your Video Treatment(s) for commercial purposes (including without limitation the production of a music video and/or an Official Music Video) pursuant to the terms and conditions of the Copyright Assignment Form. You acknowledge that failure to sign the Copyright Assignment Form by the specified date will result in forfeiture of any recognition as a shortlisted entrant or one of the Winning Entries and forfeiture of a Competition Prize. If, as part of the Competition process, your Video Treatment is shortlisted

but not selected as one of the Winning Entries you shall have the right, after the public announcement of the Winning Entries, to request that we re-assign to you your rights to your Video Treatment but not any derivative materials made therefrom which may include a music video that is produced by the Production Company as part of the Competition process. In the event of any re-assignment to you of your Video Treatment your licence in clause 8.1 above shall continue.

## **9. ONSCREEN APPEARANCES – YOU, OTHERS AND LOCATIONS**

9.1 If you appear in your Video Treatment(s) or if your voice or sounds you make are audible in your Video Treatment(s), you irrevocably grant to us, all performance consents which are or may be required under the Copyright, Designs and Patents Act 1988 (UK) (as amended or re-enacted from time to time) and any other analogous legislation in any part of the world for the exploitation of your appearance and performance in your Video Treatment(s) throughout the world, in perpetuity, in any media, now known or devised in future. We have the unlimited right to dub and/or subtitle your performance in any language.

9.2 If anyone other than you appears identifiably in your Video Treatment(s) or their voice or other sounds made by them can be heard in your Video Treatment(s) or their name is referred to in your Video Treatment(s), and/or if any location other than your own property, appears identifiably in your Video Treatment(s), you warrant that you have obtained all necessary assignments, licences, consents, grants of rights and waivers of moral rights from such individuals and/or the owners of such locations (as applicable) so as to enable us to exploit your Video Treatment(s) in accordance with these Official Rules and Terms incorporating the names, images, voices, sounds and performances of such individuals and/or photographs, recordings and sound recordings of such locations (as applicable), throughout the world, in any and all languages, in perpetuity, in any media and by all means, now known or devised in future, without hindrance and without any payment obligations to such individuals and/or owners (as applicable). In the event your Video Treatment(s) is shortlisted or selected as one of the Winning Entries and we wish to make your Video Treatment(s) available for view by the public, we will require you to provide signed appearance releases and/or location releases (as applicable).

## **10. CREDIT FOR YOUR VIDEO**

If your Video Treatment(s) (or any part of it) is made publicly available on the Competition Website (but not otherwise), you will receive a credit using the full name given by you when you submit your Video Treatment(s) to the Competition Website, as the creator of the Video Treatment(s). The size, position and placement of such credit will be determined by us in our sole discretion. No failure by us or any third party to accord the foregoing credit shall constitute a breach of these Official Rules and Terms by us or entitle you to rescind your agreement to these Official Rules and Terms or to receive injunctive or other equitable relief or to enjoin or restrain the broadcast, distribution, exhibition, advertising, publicity, communication to the public or other exploitation of the Video Treatment(s).

## **11. YOUR NAME & LIKENESS FOR PROMOTION**

We shall have the right to use your name, photograph and non-photographic likeness and any still frames or moving images of your likeness taken from your Video Treatment(s) and any recordings of your voice or sounds you made taken from your Video Treatment(s) throughout the world for all purposes of advertising, promotion, publicity, broadcast, exhibition, distribution, exploitation and communication to the public of the Video Treatment(s), in any and all media now known or devised in future, in perpetuity.

## **12. MORAL RIGHTS AND WAIVER OF CLAIMS**

12.1 To the fullest extent permitted by applicable law, you irrevocably waive the benefits of and agree not to assert or exercise and waive and release the Project Entities from any and all claims that you may now or hereafter have in any jurisdiction based on any provision of law known as “moral rights”

or “droit moral” or any similar rights or unfair competition with respect to the Project Entities’ exploitation of your Video Treatment(s) without further notification or compensation to you of any kind, and you agree not to instigate, support, maintain, or authorise any action, claim, or lawsuit against the Project Entities or any other person in connection with your Video Treatment(s), or an Official Music Video created from your Video Treatment(s), on the grounds that any use of your Video Treatment(s) or any derivative works thereof, infringe or violate any rights of you and/or any participant therein.

12.2 You warrant that neither you nor any other person will make any objection in the future to your Video Treatment(s), if shortlisted or selected as one of the Winning Entries, being used by the Record Label to create a music video and or an Official Music Video and irrevocably waive and release us from all and any liability of whatsoever nature following from or arising as a result of the exploitation of your Video Treatment (or any part thereof) or use of your Video Treatment to create a music video and/or the Official Music Video including by way of illustration claims in respect of or invasion of privacy, defamation or breach of any personal or property rights.

### **13. REMUNERATION**

13.1 Neither you nor any other person shall be entitled to any further sums whatsoever in connection with any exploitation of the rights granted to us under these Official Rules and Terms including without limitation exploitation of your Video Treatment if shortlisted or selected as one of the Winning Entries and used by the Record Label to create a music video and/or an Official Music Video.

### **14. NO OBLIGATION**

14.1 We shall be under no obligation to communicate your Video Treatment(s) to the public on the Competition Website or in any other manner whatsoever, or having made an Official Music Video using your Video Treatment(s) to broadcast, exhibit or exploit the Official Music Video and shall have no liability whatsoever arising out of the foregoing.

### **15. BREACH OF OFFICIAL RULES AND TERMS AND LIABILITY**

15.1 In the event of any breach by us of these Official Rules and Terms, your sole remedy shall be for damages (if any) actually suffered by you (subject always to clause 15.2 below) and you shall not in any circumstances be entitled to rescind your agreement to these Official Rules and Terms or to any injunctive or other equitable relief or to enjoin or restrain the production, broadcast, distribution, exhibition, advertising, publicity, exploitation or communication to the public of your Video Treatment(s) or an Official Music Video derived from your Video Treatment(s) if shortlisted or selected as one of the Winning Entries.

15.2 To the fullest extent permissible by applicable law, we shall not be liable for any economic losses, loss of goodwill or reputation or special, indirect or consequential losses (whether or not such losses were within the contemplation of you and us at the date of your upload of your Video Treatment(s) to the Competition Website) suffered or incurred by you arising out of or in connection with these Official Rules and Terms. The Project Entities’ aggregate collective liability arising from or relating to these Official Rules and Terms (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to £100.

15.3 Nothing in these Official Rules and Terms shall be construed so as to limit or exclude either you or us from liability for fraudulent misrepresentation, personal injury or death.

**15.4 YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES AND TERMS, AGREE TO BE BOUND BY THE DECISIONS OF THE PROJECT ENTITIES, WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THIS COMPETITION, AND AGREE EXCEPT TO THE EXTENT THAT ANY PERSONAL INJURY OR DEATH IS CAUSED BY THE RELEASED PARTIES’ NEGLIGENCE OR BREACH OF THESE OFFICIAL RULES AND TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR (AND YOU HEREBY IRREVOCABLY RELEASE THEM FROM LIABILITY FOR) ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING**



REASONABLE ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY ENTRY MATERIAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY COMPETITION-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION YOUR CREATION OF YOUR VIDEO), INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM YOUR BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE COMPETITION, INCLUDING THESE OFFICIAL RULES AND TERMS. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE PROJECT ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE REVIEW OF ANY VIDEO BY THE PROMOTER, YOU UNDERSTAND AND AGREE TO BEAR SOLE LIABILITY FOR THE CONTENTS OF YOUR VIDEO AND AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF ANY THIRD PARTY'S CLAIM OR DEMAND RELATING TO THE CONTENT OF YOUR VIDEO. YOU FURTHER AGREE TO INDEMNIFY AND TO KEEP THE RELEASED PARTIES FULLY INDEMNIFIED AGAINST ALL CLAIMS, COSTS, PROCEEDINGS, ACTIONS, DEMANDS, DAMAGES AND/OR LIABILITIES WHATSOEVER INCURRED BY AND/OR AWARDED AGAINST AND/OR COMPENSATION AGREED BY ANY RELEASED PARTY IN CONSEQUENCE OF ANY BREACH OR NON-PERFORMANCE BY YOU OF THE WARRANTIES SPECIFIED IN CLAUSES 4(I), 4(III) AND 4(IV)-4(XV) (INCLUSIVE) ABOVE IN THESE OFFICIAL RULES AND TERMS.

15.5 You hereby acknowledge and agree that the relationship between you and the Project Entities is not a confidential, fiduciary, exclusive or other special relationship, and that your decision to submit your Video Treatment(s) in connection with the Competition does not place the Project Entities in a position that is any different from the position held by members of the general public with regard to elements of your Video Treatment(s), other than as set forth in these Official Rules and Terms.

## **16. PRIVACY – PERSONAL DATA**

16.1 When creating your Video Treatment(s), you hereby undertake to comply with the provisions of the Data Protection Act 1998 (as amended or re-enacted from time to time, the “DPA”) and any related legislation, and any analogous legislation applicable in any other jurisdiction, insofar as the same relates to the provisions and obligations of these Official Rules and Terms.

16.2 For the purposes of the DPA and any related legislation, and any analogous legislation applicable in any other jurisdiction, you agree and give your consent to the holding and processing of personal data, including sensitive personal data as such terms are defined in the DPA, relating to you (including without limitation the data referenced in clauses 3, 6 and 7 above) by us and any companies in the same group as us or under common control or ownership with us and, where relevant our and their respective employees, agents and advisers, solely for purposes connected with these Official Rules and Terms (including without limitation the enforcement of the same), the Competition and the Competition Prize and to ensure compliance with our legal and regulatory obligations.

16.3 You acknowledge that the processing of personal data pursuant to clause 16.2 above may involve the disclosure of such personal data to third parties, including without limitation legal and regulatory bodies, travel agents, airlines, hotels and the like involved in the Competition Prize, the Record Label, AKQA, the Production Company, Google, YouTube, sponsors and advertisers and other persons connected with the Competition or the relationship under these Official Rules and Terms.

16.4 The disclosure and processing of your personal data pursuant to clauses 16.2 and 16.3 above may involve the transfer of such personal data outside the European Economic Area including the US and other jurisdictions where data protection regulations may not offer the same protection as those applicable within the European Economic Area. You consent to such transfers.

16.5 You and any person appearing in your Video Treatment(s) from whom we have received personal data have the right to require personal data held by us relating to you or such person (as applicable) to be removed from all records held by us by sending an email to the following email address: [thecut@eltonjohn.com](mailto:thecut@eltonjohn.com), provided that if you or any such person sends such notice after we have communicated your Video Treatment(s) to the public we shall be entitled to retain personal data received from you or any such person (as applicable) for the purposes of verifying your, or their (as applicable), consent to the inclusion of your Video Treatment(s) in the Competition and the communication of your Video Treatment(s) on the Competition Website and, at our sole discretion, we shall have the right to continue to use your Video Treatment(s) in accordance with the terms of these Official Rules and Terms (including without limitation to make your Video Treatment(s) available on the Competition Website). However, in these circumstances you shall not be eligible for Competition Prize. In the event that you or any person appearing in your Video Treatment(s) sends such notice prior to the communication of your Video Treatment(s) to the public, your Video Treatment(s) will not be eligible for inclusion in the Competition or on the Competition Website.

## **17. ASSIGNMENT OR SUB-LICENCE**

17.1 We shall be entitled to assign, license, charge or deal in any other manner with these Official Rules and Terms or our rights and benefits under these Official Rules and Terms (in whole or part) to any third party.

17.2 You shall not be entitled to assign, license, charge or deal in any other manner with these Official Rules and Terms or your rights and benefits under these Official Rules and Terms to any third party without our prior written consent.

## **18. ENTIRE AGREEMENT & GOVERNING LAW**

18.1 These Official Rules and Terms (together with all information provided by you at the point of submitting your Video Treatment to the Competition Website) constitute the entire agreement between you and us and replaces, supersedes and cancels all prior agreements between you and us relating to the subject matter of these Official Rules and Terms.

18.2 English law shall apply to these Official Rules and Terms (including non-contractual obligations arising out of or in connection with them) and you and we irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with these Official Rules and Terms (including non-contractual disputes or claims). Service of process in any judicial or other proceeding against you may be made by personal delivery (including by courier) or by post (by airmail if sent overseas) to the address provided by you to us under clause 6.2 (or such other address as you may notify to us in writing from time to time) and shall be deemed effected when left at the relevant address (in the case of personal delivery (including by courier)) or two (2) days after posting (if sent by post other than airmail) or six (6) days after posting (if sent by airmail). Each of you and we waive application of the procedure for service of process pursuant to the Hague Convention For Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

## **19. SEVERABILITY**

If any provision of these Official Rules and Terms is invalid, void or unenforceable under the law, rules or regulations of a particular country, such provisions shall in no way affect any other provision of these Official Rules and Terms, the application of such provision in any other circumstance or the validity or enforceability of these Official Rules and Terms and such provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements of the relevant jurisdiction.

## **20. CANCELLATION**

The Promoter may cancel, modify, or suspend the Competition (or any portion thereof) due to a force majeure event or any other event in the Promoter's sole discretion. In the event of termination, the

Promoter reserves the right, at its sole discretion to select Video Treatments as Winning Entries from among all eligible Video Treatments received up to the time of such action using the judging procedure set forth herein.

## **21. TAX LIABILITY.**

Competition Prize Winners are subject to abide by the income reporting and, if applicable, the payment of any taxes due per the laws, rules and regulations of the Competition Prize Winners' country of residence.

## **22. COUNTRY SPECIFIC NOTICES**

**For Brazil:** In the event a Competition Prize winner is from Brazil, a substitute prize of equal value may be offered in compliance with Brazilian law. Entrants in Brazil agree that they are not "customers".

**For Mexico:** By entering the Competition, entrants from Mexico hereby expressly agree and accept that for anything that is related to the interpretation, performance and enforcement of these Official Rules and Terms, each of them expressly submits to the laws of England and Wales and to the jurisdiction of the competent courts in England, expressly waiving to any other jurisdiction that could correspond to them by virtue of their present or future domicile or by virtue of any other cause.

## **23. COMPETITION PRIZE WINNERS**

The names of the Competition Prize winners will be posted on the Competition Website and individually notified by email on or about 30 June 2017.

In addition, to obtain this information you may also send a postcard with your return address clearly marked for receipt by General Counsel: WAB Limited 1 Blythe Road, London W14 0HG.