

By submitting an entry to this open call or otherwise participating in Voices Music Mentorship (VMM) 2022, you acknowledge that you have read and understood the terms and conditions as set out below (the "Terms") and agree to be bound by the Terms. You also agree that Venture Music Asia Ltd (the "Organiser") is entitled to enforce the Terms against you.

#### Terms of Submission

1. Participation in the Voices Music Mentorship (VMM) 2022 is subject to the Organiser's approval, and that the Organiser has the sole and absolute discretion to decide whether to grant you such approval. The Organiser may require you to comply with specified requirements, rules and guidelines in order to participate in VMM, and may amend, enforce or waive these in its absolute discretion. Subject to the foregoing, the Organiser currently requires that:
  - (a) Submissions are to be submitted using the provided platform. Should you submit more than one entry, only the latest one submitted before the entry closing date will be considered.
  - (b) All submissions must be submitted by 21 January 2022 and no later than 23:59hrs (Singapore time), to be considered. Late submissions will not be considered.
  - (c) Your submission should include a video of yourself performing a song. You should introduce yourself in the first 30 seconds of the video, sharing your name, artist personas (if any), and a brief musical/general background on yourself and why you want to take part in VMM. Video submissions should be at least 2 minutes in duration.
  - (d) Submissions can either be your original creations or covers. In the event that the submission contains or incorporates the work of other individuals or organisations, including any copyrighted materials, you shall ensure that the materials do not infringe any intellectual property or other rights of any third party, secure any necessary permission and/or licences from such third parties and/or credit them in their submission video should it be made public. You must indicate credit in the write-up to the submission if the submission contains the work of third parties, and confirm that all necessary permission and/or licences have been obtained.
  - (e) The submission must include singing. If you are a band or an act, it has to be led by a singer.
2. Submissions will be judged by a panel of experts in the music scene and other selected professionals appointed by the Organiser and its affiliates and partners (Warrior Productions Pte Ltd, Ardant Studio Where Are The Fruits Pte Ltd). You accept that all decisions made by the panel are made in its sole discretion and are final, subject to the overriding discretion of the Organiser.
3. The Organiser has the sole and absolute right to disqualify and/or at any time during the campaign, remove, disqualify or not consider works or submissions for any reason, including that the submissions or works are in breach of these Terms, or works that are deemed, in Organiser's sole and absolute opinion, to contain obscene, hateful, racist, unethical, dangerous, violent or legally or otherwise objectionable material, or material that may infringe upon any person's personal or property rights or otherwise bring the Organiser and its affiliates or partners into disrepute. In particular:

- (a) You must not be signed to, be engaged by or otherwise have an agreement with any music labels or artist management agencies in any manner whatsoever, including arrangement, production, publishing or 360 management agreements. Submissions from anyone signed to any labels or existing management will be void and will not be considered. Should it be subsequently discovered that you were signed to any label or existing management, you will be automatically disqualified from further selection rounds and/or participation in VMM.
- (b) You must be at least 14 years of age on the date of submission. If you are below 18 years of age, the submission must be accompanied by a signed consent letter provided independently by yourself, signed by your parent/legal guardian, emailed to [voicementorship@gmail.com](mailto:voicementorship@gmail.com). By submitting your entry to this open call for VMM together with the signed consent letter, you confirm and represent that such consent of your parent or legal guardian has been obtained. The Organiser reserves the right to reject any entry below 18 without the proper consent letter or with consent letters deemed non-compliant with the requirements stated before as the Organiser sees fit.
- (c) You must be either a citizen or Singapore resident at the time of submission and for the duration of the full campaign (if selected).
- (d) You must not, through your submission or use of the VMM website, act or omit to act, in a manner that breaches:
  - (i) any applicable laws, including privacy laws;
  - (ii) rights of any third parties, including breaching the intellectual property rights of any third party, and using material outside the terms of any applicable licence;
  - (iii) any other policies which have been put in place by the Organiser and its affiliates or partners.

Additionally, you must not, through your submission or your use of the provided platform or the VMM website, injure or offend others, including

- (i) abusing, harassing, stalking, threatening or defaming others;
- (ii) sending or posting spam or other unwanted content;
- (iii) publishing content that is obscene, hateful, objectionable on race, ethnicity or other grounds.

- 4. You must take reasonable steps to ensure that your submission or use of the VMM website or submission platform does not install, transmit or materially contribute to the installation or transmission of viruses, worms, malware, Trojan horses or other harmful or destructive content.

#### Intellectual Property

- 5. The Organiser and its affiliates and partners shall not in any way be liable for the infringement of any intellectual property (including but not limited to copyright) or other rights of third parties or for breach of any applicable laws howsoever caused by your creation or submission of the work. By submitting an entry, you represent and warrant that your submission does not infringe any intellectual property or other rights of third parties or for breach of any applicable laws caused by your creation or submission of the work. You understand that your video submission may be used for film production, promotion, advertising or otherwise showcased (see Clause 10) and that any breach of intellectual property can cause potentially serious damage or loss to the Organiser, for which you will be liable.

6. By submitting an entry to this open call for VMM, you represent and warrant that all information you provide to the Organiser and its affiliates and partners is accurate and not misleading and you will update any outdated information as soon as reasonably practicable.
7. If you access the VMM website and submission platform on behalf of a business entity or organisation, you warrant and represent that you have authority to act on behalf of that organisation.
8. You agree to indemnify and keep the Organiser and its affiliates and partners fully indemnified against any and all actions, claims, liability, damages, costs and expenses arising out of or in connection with your submission and participation in VMM, including but not limited to any infringement of the rights of third parties (including for breaches of intellectual property), breach of these Terms or breach of any applicable laws caused by the creation or submission of the work.

#### Further Agreements Upon Selection as Participant

9. If you are selected to be a participant in VMM or for further selection rounds, you understand and accept that you will be required to enter into further agreements with the Organiser's affiliates or partners. You accept that if you do not enter into said further agreements, you will not be able to participate in further selection rounds or VMM. These further agreements may include:
  - (a) Time commitments such as filming of the production and process of the campaign deliverables i.e. the created song.
  - (b) Performance engagements and mandatory appearances during the course of the campaign which ends on 31 March 2022.
  - (c) Entering into an artist recording and management agreement with a major music label.

#### Usage of Name & Likenesses

10. Even if not selected for further selection rounds, your submission may be used for film production, promotion, advertising or otherwise showcased in VMM. By submitting your entry to this open call, you consent to the use of your name and likeness for the purposes of film production, promotion, advertising or showcases in VMM, subsequent runs of the campaign run by the Organiser, or for other events or campaigns run by the Organiser in the future ("Promotional Purposes") and to the use of your submitted video for the above purposes. Further, you grant to the Organiser and its affiliates and partners a non-exclusive, royalty-free, worldwide licence in perpetuity to utilise each submission, whether in whole or in part, including for any promotional/archival purposes, and all other consents or waivers required under any applicable laws now or in the future in any part of the world to enable the Organiser to make fullest use of your submission. You waive any and all "moral" rights, including but not limited to the right not to have the above content subjected to derogatory treatment, which you may have now or in the future. Where appropriate, artists will be duly acknowledged. For the purpose of showcasing the selected creative works, VMM may require a high quality copy of the selected work from you.

## Personal Data

11. When the Organiser collects personal data. The Organiser generally does not collect your personal data unless:
- (a) the personal data is provided to the Organiser (whether directly or through the Organiser's affiliates or partners) voluntarily by you directly or via a third party who has been duly authorized by you to disclose your personal data to the Organiser (your "authorized representative") after (i) you (or your authorized representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorized representative) have provided written consent to the collection and usage of your personal data for those purposes; or
  - (b) collection and use of personal data without consent is permitted or required by the Personal Data Protection Act (the "PDPA") or other applicable laws.

This Clause 11 and the following clauses 12 to 15 shall apply to all personal data which you provide to the Organiser (whether directly or through the Organiser's affiliates or partners) and the personal data the Organiser holds about you.

12. Purposes for collection, use and disclosure of personal data. The Organiser may collect, use, disclose or process your personal data for various purposes (collectively, the "Purposes"), including by not limited to the following:
- (a) registering and performing any obligations in the course of this VMM campaign;
  - (b) verifying your identity or your compliance with these Terms;
  - (c) responding to, handling and processing queries, requests, applications, complaints and feedback from you;
  - (d) managing your relationship with the Organiser and its affiliates or partners;
  - (e) processing payment or credit transactions;
  - (f) sending you information relating to your participation in the VMM;
  - (g) the Promotional Purposes;
  - (h) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority; and
  - (i) any other incidental business purposes which is reasonably related to or in connection with the above mentioned purposes.

Before collecting any additional personal data from you and/or before using your personal data for a purpose which has not been notified to you, the Organiser will notify you and seek your consent, unless such collection and/or use without your consent is permitted or required by the PDPA or other applicable laws.

13. Disclosure of personal data. In order to achieve the Purposes stated out in Clause 11 above, the Organiser may disclose or share your personal data with its affiliates, partners, agents, sub-contractors, and also third parties who provide necessary services to us, including our service providers and data processors (providing services such as hosting and maintenance services, analysis services, e-mail messaging services, delivery services, handling of payment transactions, marketing, human resources, and professional services). The Organiser may also disclose your personal data as required or permitted by law, including to regulatory authorities, statutory bodies or public agencies for the purposes of complying with their respective requirements, policies and directives.

14. Transfer of personal data outside of Singapore. Where the Organiser transfers your personal data out of Singapore, the Organiser will ensure that your personal data is protected to a level that is the same as that required under Singapore laws.
15. Protection and retention of personal data. While precautions will be taken to ensure that the personal data you provide is protected against unauthorised or unintended access, the Organiser cannot be held responsible for unauthorised or unintended access that is beyond the Organiser's control. In addition, the Organiser will retain your personal data only for so long it is needed for the Organiser's business and/or legal purposes

#### Liability

12. In these Terms, where it is stated that the Organiser and its affiliates or partners is not responsible for any act, omission, fact or circumstance, or may act in a certain way, that means that the Organiser and its affiliates or partners is not liable for such act, omission, fact or circumstance. In particular:
  - (a) the Organiser and its affiliates or partners will not be responsible for any loss or expense or damage to any person or belonging howsoever caused as a result of or in connection with any participation in VMM in any manner.
  - (b) the Organiser and its affiliates or partners are not responsible for any of your acts or omissions. To be clear, you remain responsible for your submission and its contents.
  - (c) the Organiser and its affiliates or partners are not responsible for the acts or omissions of others, including:
    - (i) unauthorised access to or tampering with your submission;
    - (ii) hacking of or other damage done to the VMM website, including where this results in changes being made to information about you or your submission.
  - (d) the Organiser and its affiliates or partners are not responsible for giving you access or facilitating your use of the VMM website or the submission platform. In particular, the Organiser and its affiliates or partners give no warranty about the VMM website or your access to it, and the VMM website may:
    - (i) be temporarily or permanently unavailable or may not be secure, reliable or complete;
    - (ii) have defects or errors, including ones that are not corrected;
    - (iii) contain or transmit viruses, worms, malware, Trojan horses or other harmful or destructive content;
  - (e) the Organiser and its affiliates or partners take no responsibility for any late, lost or misdirected submissions.
  - (f) the Organiser and its affiliates or partners are not responsible for things which are outside its reasonable control including acts or omissions of its suppliers, political or monetary action by government and non-government actors, terrorism, the effects of other force majeure events such as war, invasion, hostilities, nationalization, sanctions,

strike, labour dispute, riot, crime, earthquakes, fires, lightning, storms, hurricane, floods, volcanic eruptions, failure of electricity, telephone or internet service.

In any event, the Organiser and its affiliates or partners are not liable to the extent any claim is made for indirect, special, consequential or exemplary damages, any loss of data, use, profits or opportunity or business interruption, even if the Organiser affiliates or partners were specifically notified of the possibility of such damage. If applicable laws prohibit or restrict the Organiser and its affiliates or partners from excluding its liability then, only to the extent such laws apply, the liability of the Organiser and its affiliates or partners shall not be excluded.

### Change to Terms

13. Any information which is provided to you is subject to change. While we are working hard to provide you with the best experience and exposure possible, please note that any aspect of VMM, including the campaign in its entirety, is subject to change or cancellation. In submitting an entry, you accept that you have no claims against the Organiser and its affiliates or partners should there be any of the above changes and that no representations have been made to you.
14. The Organiser reserves the right to change, amend or withdraw these Terms or any part thereof without prior notice. Your continued participation following any amendment to these Terms will signify your acceptance to such revised Terms. If you do not agree to these Terms or any amendments thereto, please do not participate or continue to participate.
15. These Terms supersede any prior discussions or agreements regarding this subject matter and supersedes all prior discussions, negotiations, understandings and agreements on its subject matter.

### Third Party Rights

16. You agree that no person other than you and the Organiser have any rights in relation to these Terms. A person who is not a party to these Terms, except and to the extent (if any) where these Terms expressly provides that such third parties have the rights to enforce these Terms, does not have any rights under the Contracts (Rights of Third Parties) Act and cannot enforce any of its Terms.
17. You cannot assign any rights you have in these Terms to another. The Organiser and its affiliates or partners may assign its rights or novate its rights and obligations under these Terms.

### No Waiver

18. The failure of the Organiser and its affiliates or partners to enforce at any time any of these Terms shall in no way be interpreted as a waiver of such Terms or waiver of any subsequent or other breach, nor shall any delay on the part of the Organiser and its affiliates or partners in exercising any right or remedy under these Terms prevent or hinder the exercise of that right or remedy.

## Governing Law and Jurisdiction

19. These Terms shall be governed by and construed and enforced in accordance with the laws of the Singapore.
20. If any one or more of these Terms, or any part thereof, which is declared or adjudicated to be illegal, invalid, prohibited or unenforceable under any applicable law, that part shall be excluded from these Terms, or if essential to these Terms, interpreted so as to avoid the invalidity or unenforceability. In any such case, such invalidity or unenforceability shall not affect the rest of the Terms.

## Interpretation

21. Interpretation:
  - (a) These Terms are not to be construed in favour or against either of you or the Organiser and its affiliates or partners and are to be construed in accordance with the fair meaning of its language.
  - (b) A reference to a person includes a reference to any entity and to its successors in title and any of its permitted assigns.
  - (c) Use of the words “for example” or “include” are not words of limitation.
  - (d) Other parts of speech and grammatical forms of a word or phrase defined in these have a corresponding meaning to that given in the definition section.

## Definitions

22. Definitions: Unless the context otherwise requires,
  - (a) “you” means the user of the VMM website and using the submission platform provided.
    - (i) Individual: if you access the VMM website and submission platform as an individual, “you” means the individual accessing of the VMM website and submission platform
    - (ii) Business entity: if you access the VMM website and submission platform on behalf of a business or as part of your employment, “you” means the entity which conducts the business
  - (b) “VMM” means Voices Music Mentorship 2022 campaign in general
  - (c) “VMM” refers to the current iteration of VMM conducted to be conducted from 30 January 2022 to 27 March 2022.
  - (d) “Organiser” refers to Venture Music Asia Ltd.