- 1. Auditions may be submitted from 10am GMT 02.02.21 until 6am GMT 15.02.21 via the following website: www.wellermansong.com the ("Website").
- 2. Decca and The Longest Johns will choose the contributors who are chosen to be part of The Longest Johns' music video at their sole discretion from all available and valid contributions, and subject to time limitations of the end product.
- 3. Entrants must be aged 18 years or older or parental consent for anyone under 18 years of age to be given to entrant.
- 4. An eligible entrant must submit their video, first name and email address on the form via the Website.
- 5. Decca and The Longest Johns reserve the right to amend these Terms and Conditions. Any amendments will be published on the Website.
- 6. Use of personal data received by Decca and The Longest Johns in the course of the competition is subject to the privacy policy found on: <u>http://www.umusic.co.uk/privacy.html</u>.
- 7. By providing your contribution to Decca and The Longest Johns you are deemed to have accepted and be bound by these Terms and Conditions.
- 8. Nothing in these terms and conditions shall limit Decca's and The Longest Johns' liability for death or personal injury caused by their employees or agents for negligence or fraud.
- 9. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- *10.* These Terms and Conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction.

[Additional Terms

In consideration of the mutual promises below, you hereby give us all necessary consents under the Copyright Designs and Patents Act 1988 (as subsequently varied, modified or amended) to enable us to record and/or film you and you will provide us with a recording or film of your performance of the songs as directed by The Longest Johns to perform (The Longest Johns being the "Artist" and the song once recorded being referred to as "the Recording(s)").

You agree that all copyright and similar rights in the Recording(s) shall be exclusively licensed to Decca and The Longest Johns (and this licence shall operate as a present licence of future copyright) and Decca and the Longest Johns shall have the full right to exploit the Recording(s) throughout the world in any manner whatsoever and through all media in perpetuity, without payment or liability to you or any party on your behalf.

You warrant that you have the right to enter into this agreement, that your grant of rights to Decca and The Longest Johns does not infringe any rights of third parties (including that you are not party to an exclusive recording agreement) and you indemnify us in respect of any claims that occur because these promises are breached.

You waive all so-called "moral rights" in respect of the Recording(s) throughout the world. If in any country you cannot waive any so-called "moral rights", you agree not to assert such rights.

Decca and The Longest Johns can licence their rights to others at their discretion.

You agree that you shall be credited at our discretion (subject also to space and customary restrictions) as to the type, size and placement of such credit, not in your name but solely as "The Wellerman Community Project". Any failure of ours to accord you such credit shall not be a breach of our agreement.

You also agree that any other musicians may mime or act to my recorded performances of the Recordings.]