

LAYERS REMIX CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR (AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Layers Remix Contest (the “Contest”) begins at 12:01 a.m. PST on July 17, 2023 (the “Contest Start Date”) and ends at 11:59 p.m. PST on July 26, 2023 (the “Contest End Date”) (such period referred to herein as the “Contest Period”). The Contest is sponsored by Layers Media, LLC (the “Sponsor”). This Contest is in no way sponsored, endorsed, administered by, or associated with, Instagram or TikTok. You are providing information to the Sponsor and not to Instagram or TikTok. Any questions, comments or complaints regarding the Contest shall be directed to the Sponsor and not to Instagram or TikTok. ANY VIOLATION OF THESE OFFICIAL RULES, INSTAGRAM’S TERMS OF USE OR TIKTOK’S TERMS OF USE BY ANY ENTRANT MAY RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED.

1. HOW TO ENTER: To enter the Contest:

- a) **Step 1:** If you are already a member of the Layers musician-only collaborative platform (the “Platform”), sign into your account at makelayers.com/sign_in. If you are a member, you can access the video source content for the Contest (the “Contest Video Content”) via the Platform by visiting makelayers.com/artists/amaria. If you are not a member, visit makelayers.com/amaria and provide your email address, and you will be provided a link to access the Contest Video Content.
- b) **Step 2:** Remix the Contest Video Content and post your remix (each, a “Remix”) on Instagram or TikTok, tag the Sponsor (using the following handles: @make.layers) and Amaria (using the following handles: @amaria) and include #amariaflipchallenge.

Limit to one (1) entry per person. If you post multiple Remixes, only your first Remix that satisfies the eligibility criteria will be deemed an eligible entry. Participation in the Contest is voluntary and does not require you to purchase anything from the Sponsor. No illegible, incomplete, forged or altered entries will be accepted. All entries become the property of the Sponsor and will not be returned. Submitted entries may not be acknowledged. Proof of submission of an entry does not constitute proof of receipt by Sponsor. All entries are subject to the Sponsor’s privacy policy located at makelayers.com/privacy and these Official Rules; provided, that, notwithstanding anything to the contrary therein, entrants expressly acknowledge and agree that Sponsor may share their email addresses with Amaria, and Amaria may use the email addresses for its own promotional and marketing purpose. Entrants are granted a limited, nonexclusive license to use the Contest Video Content solely for purposes of creating a Remix and entering the Contest in accordance with these Official Rules, and for no other purposes.

2. PRIZE: On or about April 28th, 2023, the Sponsor will select one (1) grand prize winner, one (1) second place winner and five (5) runner up winners from the eligible entrants (collectively, the “Winners”). The

grand prize winner will receive a cash prize of \$1,000 USD and Layers and the Sponsor will repost the grand prize winner's Remix on their respective Instagram pages. The second place winner will receive a Transparent Speaker and early access to the Platform (which is currently invite-only). The Sponsor will either purchase the Transparent Speaker and send it to such winner or send the winner a gift card equal to the value of such Transparent Speaker. The runner up winners will each receive early access to the Platform. Odds of winning are affected by the number of eligible entries received by the Contest End Date. The total approximate retail value of all prizes is \$1,500. The Winners will be solely responsible for all other expenses not specifically set forth herein. The Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The non-cash prizes may not be redeemed for cash. In order to receive a prize, the Winners may be required to provide proof of identification and/or eligibility. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the Winners. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional. The Winners of any prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the prize.

3. ELIGIBILITY:

Entrant Eligibility. The Contest is only open to individuals, who are (i) legal residents of the United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions), the United Kingdom, or Canada (excluding Quebec) and (ii) at least eighteen (18) years of age at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each participant accepts the conditions stated in these Official Rules, Instagram's [Terms of Use](#), and TikTok's [Terms of Service](#), agrees to be bound by the decisions of the Sponsor and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, officers, and directors of the Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

Content Eligibility. The Content that is submitted in connection with the Contest will only be eligible if such Content (a) is not a copy or a tracing of any third party's content (other than the Contest Video Content); (b) complies with the terms above under "How to Enter", (c) is submitted during the Contest Period, (d) contains only the original content of the entrant (other than the Contest Video Content), (e) does not contain content that is unlawful, hateful, discriminatory, racially inflammatory, offensive, obscene, or morally or legally objectionable, in the Sponsor's sole discretion, (f) does not contain false or defamatory statements about any person or any third party, and (g) does not include any other identifiable individual other than the individual entrant unless prior express consent is obtained from such individual. The Sponsor reserves the right, in its sole discretion, to disqualify any Content which Sponsor determines at any time in its sole judgment fail to meet any of these criteria.

4. USE OF CONTENT. By posting a Remix to enter the Contest, you automatically represent and warrant that you have the right to grant, and do hereby grant, to Sponsor the paid-up, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display the Remix (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in the Remix; and (b) make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the Remix. Under no circumstances will Sponsor be required to treat any Remix as confidential. Sponsor is entitled to use the Remix for any purpose whatsoever without compensation to you or any other person. For the

avoidance of doubt, Sponsor will not be liable to you or any other person for any ideas for Sponsor's business (including, without limitation, product designs or ideas) derived from the Remix and will not incur any liability as a result of any similarities to the Remix that may appear in any future products or services of Sponsor.

5. SELECTION OF WINNERS: Following the Contest Period, a panel of Sponsor employees and Amaria members (the "**Panel**") in its sole discretion will select the seven (7) potential winners with the highest-scoring eligible entries received by the Contest End Date based on the following criteria:

- Originality and creativity of the Remix (33.3%);
- Musical production quality featured in the Remix (33.3%); and
- Organic incorporation of the Contest Video Content in the Remix (33.3%).

In the event of a tie between two or more entrants, the entrant that received the highest score for originality and creativity of the Remix, as determined by the Panel in their sole discretion, will be deemed the potential winner among the tied entrants. The potential winners will be notified by the email associated with your Platform account (if you are a member) or the email submitted in connection with entering the Contest. In the event a potential winner does not accept a prize, a potential winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner may be selected. The Sponsor is not responsible for and will not be liable for late, lost, misdirected or unsuccessful efforts to notify a potential winner. The Winners agree to Sponsor's use of his/her name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the Winners may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

6. CONDITIONS: The Sponsor, Amaria, Instagram, TikTok, and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, will not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or email transmissions; (d) any condition caused by events beyond the control of the Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (f) any printing or typographical errors in any materials associated with the Contest. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, the Sponsor will pick the Winners from all eligible, non-suspect entries received prior to such action. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the email address at time of entry. "Authorized account holder" is the natural person who is assigned an Instagram account by Instagram or other organization responsible for assigning Instagram accounts for the Instagram username in question. By participating in the Contest, participants and Winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules or the rights and obligations of entrants or Sponsor in connection with this Contest are governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of any other state's laws.

7. Arbitration Agreement; Dispute Resolution by Binding Arbitration:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and the Sponsor, whether arising out of or relating to these Official Rules, the Contest, your participation in the Contest, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Contest, you and the Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: **YOU AND THE SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**

(c) Pre-Arbitration Dispute Resolution: The Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing the Sponsor's support team at hello@makelayers.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to the Sponsor should be sent to Layers Media, LLC, 1843 Jones Ave, Los Angeles CA 90032, (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Sponsor or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (“AAA”) rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page,

http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, the Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void. The remainder of these Official Rules will continue to apply.

8. WINNERS LIST: To obtain the first name, last initial, city and state of the Winners, send a separate self-addressed, stamped envelope marked “Layers Remix Contest Winners List” to the Sponsor. Requests for Winners list must be received no later than 90 days from the Contest End Date (residents of Vermont and Washington need not include return postage).

9. SPONSOR:

Layers Media, LLC
1843 Jones Ave
Los Angeles, CA 90032

10. NOTICE: The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

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