

CONTEST OFFICIAL RULES

THE THRICE “Robot Soft Exorcism” REMIX CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE ENTRANT’S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: The Thrice “Robot Soft Exorcism” Remix Contest (“Contest”) is operated and hosted by Epitaph, a California corporation (“Epitaph”) and the recording artist Thrice (“Artist”) (collectively, “Operator”) on the Thrice website at www.Thrice.net/remix (the “Website”). The Contest is open to individuals who are 13 years of age or older at the time of entry and who are not presently signed to any record label or publisher under any exclusive agreements and/or other contractual arrangements which prohibit or might prohibit them from participating in any element of this Contest. Employees, contractors, directors and officers of Operator (collectively, “Sponsors”), or any of their affiliates, distributors, or web design, advertising and promotion agencies of any of the foregoing companies involved in the administration, development, and execution of this Contest (collectively, “Contest Parties”), and the immediate family members (i.e. spouse, parent, child, sibling, grandparent, and spouse or "step" of each) of each and those living in the same households of any of the foregoing (i.e. persons, whether related or not, who have lived in the same residence for at least three months during the twelve-month period preceding the start date of the Contest) are not eligible to be selected as a Winning Entry (as defined below) in this Contest. **VOID WHERE PROHIBITED BY LAW OR OTHERWISE.**

TO ENTER: Select audio stems (the “Audio Assets”) of the sound recording “Robot Soft Exorcism” (the “Recording”) featuring the performance of Artist which are available for Contest entrants (each, an “Entrant”) to download. The Audio Assets can be modified and/or mixed with original audio files the Entrant creates for the purpose of creating new assets (the “Submission Materials”) using any platform the Entrant chooses. All Remixes (as defined below) must have elements of the Audio Assets. Entrants must submit their final and complete Submission Materials of the Recording (each, a “Remix”) by uploading the Remix to <https://soundcloud.com> (“Soundcloud”) using the hashtag #RobotSoftExorcismRemix between October 27, 2021, and November 30, 2021 (the “Contest Period”). The computer of the Operator is the official timekeeping device for this Contest.

ENTRY REQUIREMENTS: No purchase is necessary to enter the Contest. By entering a Remix in the Contest, Entrants hereby warrant and represent that the Remix conforms to the Contest Submission Requirements set forth herein. Entrants agree and acknowledge that no compensation will be paid to them for any reason whatsoever including, but not limited to, entering this Contest or creating a Remix. All Remixes must be in the following file formats: MP3, AIFF, WAV; and Submissions must meet the following requirements (“Submission Requirements”), and failure to abide by the Submission Requirements is grounds for disqualification in Operator’s sole discretion: Remixes must not contain material which is (or promoting activities which are) harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise objectionable as determined by Operator in its sole discretion; Remixes shall not defame, misrepresent or contain disparaging, hateful, libelous, racist, or other otherwise offensive remarks about any group, class, persons, products or companies; Remixes shall not contain materials which are not created entirely by Entrant or which are owned by others, including, but not limited to, other works by Artist and specifically including music "samples" or third party recordings other than the Audio Assets provided through the Website; Entrants shall not use the Audio Assets in any manner or for any purpose other than as specifically needed for entering the Contest; and Remixes shall not be in violation of any law. Entrants hereby acknowledge and agree that by downloading the Audio Assets, Operator grants each Entrant a limited, revocable, nonexclusive, non-sublicensable license to store, use, copy, display and perform the Audio Assets for the sole purpose of creating the Remix and for no other purpose whatsoever. Each Entrant shall not exploit, or allow others to exploit, any Remix or portion thereof without seeking the prior written approval of Operator. Any use of the Audio Assets by an Entrant will not create in Entrant or any other person (other than Epitaph, Artist and/or their authorized publishers) any right, title or interest in the recording or musical composition of “Robot Soft Exorcism” and each such right, title and interest remains the exclusive property of each of those entities.

BY ENTERING A REMIX, ENTRANTS ACKNOWLEDGE THAT REMIXES MAY BE POSTED ON OPERATOR’S WEBSITE AND/OR AS OTHERWISE PROVIDED HEREIN, IN OPERATOR’S SOLE DISCRETION. Operator reserves the right to, and may or may not, monitor/screen Remixes prior to making any use thereof. Entrants acknowledge that Operator has no obligation to use or post any Remixes. By submitting a Remix, Entrants warrant and represent that: (a) the Remix is Entrant’s original work; (b) the Remix has not been previously

published; (c) the Remix has not previously received awards; (d) the Remix does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) Entrant has obtained permission from any person whose name, voice or performance is used in the Remix; and (f) exploitation, use, display or performance of the Remix via any form of media, will not infringe the rights of any third parties. Entrants shall indemnify and hold harmless, Operator and Contest Parties from any claims contrary to or in violation of these warranties and representations.

GRANT OF RIGHTS: By entering this Contest, Entrants assign away and transfer (as set forth below) any and all rights in the Submission Materials, including any and all Submission Materials created by Entrants but not submitted as a Remix, and the Remixes on a worldwide, perpetual, irrevocable and royalty-free basis, for any and all purposes including, but not limited to, display, public performance, posting for streaming and/or download, making of derivative works, reproduction, distribution, and all other means of exploitation of the Remixes. Entrants agree that Epitaph, shall, from inception, own all right, title and interest in each Remix (including, but not limited to, the copyrights in the sound recording) in perpetuity, free from any claims by Entrant or any other person and all such works shall be deemed "works made for hire" for Epitaph or such designee. In the event that an Entrant's Remix cannot be deemed a "work made for hire," the Entrant agrees to assign away and transfer any and all rights in their Remix to Epitaph. Entrants shall have no ownership rights or interest whatsoever in the applicable Remix and shall not commercially use or exploit the Remix in any manner whatsoever. Entrant is permitted to use the Audio Assets solely for the creation of Submission Materials and Remixes and participation in this Contest. Notwithstanding anything to the contrary above, as between Entrant and Epitaph, each of the Entrants shall own the rights to the original elements of such Remixes as are created by that Entrant, when such original elements are separated from the Audio Assets and so long as such original elements do not infringe the Contest Parties rights in the Audio Assets.

By entering this Contest, each Entrant agrees: (i) that Contest Parties have the right to use the Entrant's Remixes and Entrant's name, username, likeness and Remix-associated artwork in any and all media in and in connection with promotion, publicity, marketing and advertising for and by Contest Parties, and in connection with this Contest or other promotions by Contest Parties as Contest Parties see fit without any further notification or compensation to or of the Entrant; (ii) that Contest Parties shall have no obligation (express or implied) to use any

Remixes in any manner and Entrants shall not be entitled to any damages or other relief by reason of Contest Parties use or non-use of a Remixes; (iii) to be bound by these Contest Official Rules; (iv) that Entrants may be contacted by Contest Parties by email regarding this Contest; and (v) to indemnify and hold Contest Parties harmless from any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by Entrant of the terms and conditions of these Contest Official Rules, including any representations and warranties made herein. By entering this Contest, each Entrant agrees to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights and obligations granted in these Contest Official Rules. Operator, Epitaph and/or Artist shall provide credit to the Entrant of any Remix which is used or exploited in any way by Operator, Epitaph, Artist and/or Contest Parties in a form determined by Operator in Operator's sole discretion, as applicable. Each Entrant agrees that a Remix may be selected by Operator to be shared, whether alone or as part of a "playlist" containing other Remixes, on Artist's Soundcloud page (<https://soundcloud.com/thriceofficial>), Epitaph's Soundcloud page (<https://soundcloud.com/Epitaphcentral>) or other website, as determined by Operator.

SELECTION OF WINNERS: The Remix with the most "likes" registered on Soundcloud by the end of the Contest Period shall be the winner, subject at all times to both Entrant's and such Remix's adherence to the Contest Official Rules and Submission Requirements. Any attempt by Entrant and/or his/her family/friends to influence the results of this Contest via fraudulent mechanism, as determined by Operator in its sole discretion, shall give Operator the right to disqualify Entrant in its discretion. In the event of a tie, an additional judging period will take place relating to tied Entrants, such additional judging method and period to be determined by Operator.

The Operator, in their sole discretion, will select a single Remix as the winner (the "Winner") from all the Remix entries based on the previously stated criteria. The Winner will receive (i) one (1) Horizons/East LP (Pink), one (1) Horizons/East T-Shirt (Black), one (1) Horizons/East Logo Snapback Hat (Black), and one (1) Horizons/East Zoetrope Slipmat (the "Winner Prize").

Approximate combined retail value of all prizes is Ninety One United States Dollars (\$91.00 USD). The approximate retail value of the prizes represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prizes

turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

Entrants acknowledge that the Contest Parties shall have no obligations, financial or otherwise, to the Winning Entries, except for those explicitly set forth in these Contest Official Rules.

Entrants give the Operator the right to transmit the Winning Entries personal identifying information to the Artist or to other Contest Parties for the purposes of facilitating the award of the contest prizes. Other prizes may be determined at the discretion of the Artist and the Sponsors and their designated appointees. Entrants agree that the Operator has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Operator and the Sponsors are final and binding.

GENERAL TERMS: Entrants and Winning Entries are solely responsible for the payment of any taxes on any respective prizes. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Operator. Prizes are non-transferable, and non-refundable. Prior to the posting or other announcement, any potential Winning Entries will be notified by e-mail. Each Winning Entry will also be required to send a copy of his/her passport, driver's license, birth certificate or other official legal or government document, as proof of age and residency. In the event that a Winning Entry is a minor (under the age of 18), then the parents or legal guardian of such minor Winning Entry will be required to sign and return a signed version of the applicable liability/publicity release as a condition of such minor Winning Entry being declared a Winning Entry. If a Winning Entry cannot be contacted within five (5) calendar days of first notification attempt; or if the prize notification is returned as undeliverable; or if a Winning Entry rejects his/her prize; or, in the event of noncompliance by a Winning Entry with these Contest Official Rules, then that Winning Entry shall be disqualified as the Winner, as applicable, and shall forfeit the applicable prize(s); in addition, an alternative Entrant may be selected as determined by the Operator and the Contest Parties from all remaining eligible Entrants to replace the disqualified Winning Entry. If a prize, or any portion thereof, cannot be awarded for any reason, such prize will be forfeited. By participating in the Contest, Entrants release Operator, Sponsors, Artist and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest, and agree to resolve any dispute individually, without resort to any class action. By accepting a prize in the Contest, the Winner agrees that the Operator, the Artist, Epitaph and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or

any travel related thereto. The Winner grants permission to Operator and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, as well as the Submission in any and all media now known or hereinafter invented without territorial or time limitations and without compensation. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Operator reserves the right, in its sole discretion, to cancel, modify or terminate the Contest. This Contest is governed by the laws of the State of California, U.S.A. By entering, Entrants consent that any action based on or arising out of this Agreement shall be brought in a court of competent jurisdiction in the County of Los Angeles, State of California or in a federal district court for the Central District of California in Los Angeles, California.

Sponsors reserves the right, in their sole discretion, to substitute a comparable prize of like or greater value for any prize, or to pay any Winner a cash equivalent (the value of which shall be determined by Sponsors in their sole discretion), for any reason.

LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Operator, Sponsors, Artist, Epitaph or Contest Parties resulting from Entrants' participation in or attempt to participate in the Contest or downloading any information in connection with participating in the Contest. No responsibility or liability is assumed by the Operator, Sponsors, Artist, Epitaph or Contest Parties for technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of Soundcloud and/or the Website, in whole or in part for any reason; traffic congestions on the Internet, Soundcloud or the Website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. Operator and Sponsors are not responsible for any typographical errors in the announcement of prizes or these Contest Official Rules, or any

inaccurate or incorrect data contained on the Website. Use of the Website is at Entrant's own risk. Operator and the Contest Parties are not responsible for any personal injury to Entrant or property damage or losses of any kind which may be sustained to Entrant's or any other person's computer equipment resulting from participation in the Contest, use of the Website or the download of the Audio Assets or any information from the Website. Operator and Sponsors are not responsible for any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, Operator reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Operator's and Sponsors' failure to enforce any term of these Contest Official Rules shall not constitute a waiver of that provision. Entrants engaging in any of the foregoing activities may be disqualified in Operator's sole discretion.

This Contest is in no way sponsored, endorsed, administered by or associated with Soundcloud. Entrants release Soundcloud from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. Each Entrant acknowledges that any information required to be provided for participation and/or to be declared a Winning Entry in this Contest is being provided to the Contest Parties and not to Soundcloud.