

TERMS & CONDITIONS FOR THE SP-404 #SPBEATTAPE CONTEST

1. CONTEST DESCRIPTION

The SP-404 #spbeattape Contest gives you a chance to win an SP-404 focused prize pack by submitting a track/video made with any Roland SP Sampler with the hashtags #spbeattape to Social Media.

2. CONTEST PERIOD

This contest starts on April 4th (17:00pm JST), 2020 and ends on May 5th, 2020 (11:59PM JST)

3. ELIGIBILITY

- 3.1. A track is to be posted on Social Media with hashtag #spbeattape
- 3.2. Each submission must feature at least one (1) track/video made with any Roland SP Sampler.
- 3.3. Entries shall not: (1) contain trademarks or copyrighted material not owned by Entrant or used without permission (including, but not limited to, company names, brand names, music, etc); (2) use individuals' names, in whole or in part; (3) refer to public figures; (4) contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content; (5) defame, misrepresent, or contain disparaging remarks about other people or companies, including, but not limited to Sponsor; (6) promote a political agenda regardless of the political affiliation; (7) contain materials embodying the names or other identifying elements of any person, living or dead, without permission; (8) materially mention, or refer to, any competing brands of the Promotion Parties.
- 3.4. Sponsor will provide four (4) sample packs—with licensing- and royalty-free content—for Entrants to use if they do not have access to sample content.
- 3.5. By adding the hashtag outlined above to the submission, the Entrant is providing consent to Sponsor to share the submission on official Sponsor social media channels, www.roland.com and pages therein. Each track must feature the Contest hashtag #spbeattape in either the post text or comment for search access, and thus eligibility.
- 3.6. If the submitted performance video meets guidelines 3.1 to 3.5, it is deemed an Eligible Entry.
- 3.7. The Entrant's social media account that contains the Eligible Entry must be set to Public for visibility.
- 3.8. This Contest is classified as a Skill Competition with the winner selected by jury under pre-determined criteria. There is no chance involved in this competition.
- 3.9. The Contest is eligible to Entrants worldwide.
- 3.10. Entrants must be eighteen (18) years of age or older at the time of entry (except in the case of residents of certain jurisdictions where the legal age of majority is greater than eighteen (18) years of age, then such legal age of majority).
- 3.11. Entries are void where such activity is prohibited by law. All country, federal, state and local laws, rules and regulations will apply.

- 3.12. Employees of Sponsor, their affiliates, members of their immediate families (defined as spouse, child, sibling, parent, or grandparent), and members of their households (whether or not related) are NOT eligible to enter or win.
- 3.13. Each Entrant may submit as many entries as they wish under each account on social media. However, multiple entries submitted by one person shall be considered as one entry. Accordingly, multiple entries submitted from one person does not increase the possibility of winning.
- 3.14. Entrant represents and warrants that the entry and all elements contained therein (“Content”) are original work, have not been stolen or plagiarized, previously published or distributed in any media and have not been entered in or won previous contests or awards.
- 3.15. Non-winning and/or ineligible Entrants will not be contacted.

4. SELECTION OF WINNERS

- 4.1. Sixteen (16) winners of the Contest are to be selected from the Eligible Entries only (as per Sections 3 – Eligibility and 6 – Prohibited Entries).
- 4.2. The process of the selection of potential winners, and any shortlists, is at the discretion of Sponsor.
- 4.3. The process of selection involves a shortlist of entries to be scored by a selected jury.
- 4.4. A score is allocated – from 0 the lowest to 5 the highest – for four categories. The categories include Musicality, Originality, Use of Roland SP Sampler.
- 4.5. The panel of judges include:
 - 1 Just Blaze (Justin Smith)
 - 2 STLN DRMS (Christopher Wilkes)
 - 3 Gene Brown
 - 4 Dibiase (Donell McGarry)
 - 5 Iman Omari
 - 6 Bad Snacks (Jesse Hanson)
- 4.6. Once potential winners have been verified⁷, they will be contacted directly via their social media channel from where the entry was submitted.
- 4.7. If a potential winner cannot be contacted within 5 days after the first attempt to contact such potential winner, then an alternate winner will be selected in his or her place from all entries received.
- 4.8. By becoming a finalist or winning this contest there is no guarantee that the Entrant’s submission will be used by Sponsor or otherwise.
- 4.9. All prizes will be awarded provided a sufficient number of qualified Eligible Entries are received.

5. PRIZES

- 5.1. The sixteen selected winners of the Contest will each receive:
 - One custom screen-printed #SPBEATTAPE cassette
 - One custom skin and case for the Roland SP-404
- 5.2. The prizes offered in this Contest may not be transferred, assigned or substituted.

- 5.3. This Contest does not have a cash prize.
- 5.4. There will only be one prize awarded per Entrant
- 5.5. This offer may not be combined with any other Sponsor offers per their respective fulfillment terms and conditions
- 5.6. Finalists will be required to sign and return to Sponsor an Eligibility/Talent & Liability Release which will include, among other things, “work made for hire”/transfer of copyright agreement and (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification letter. If, for any reason or no reason, any required documents are not promptly returned within seven (7) days of the date notice was sent to any finalist, then the prize will be forfeited and an alternate finalist will be selected at Sponsor’s discretion. Sponsor, at its sole discretion, may require a finalist to provide or sign additional documentation.

6. PROHIBITED ENTRIES

- 6.1. Eligible Entries cannot contain any content that is obscene, offensive, violent, derogatory, profane or sexually explicit, as may be determined by Sponsor in their sole and absolute discretion.
- 6.2. Eligible Entries cannot contain material that violates or infringes another party’s rights, including, without limitation, privacy, copyright, publicity or any other intellectual property rights.
- 6.3. Sponsor reserves the right to report any submitted content for deletion or removal which infringes or suspected to infringe any third party's intellectual property rights.
- 6.4. Eligible Entry cannot infringe or violate any guidelines or terms of service for Social Media.
- 6.5. Entrants agree to abide by all applicable country, federal, state and local laws and regulations.
- 6.6. Sponsor will use available music detection tools such as Facebook, YouTube detection algorithms, and WhoSampled app as a means to screen unlicensed samples. Entries may be disqualified if uncleared samples have been identified as used in the submitted track.

7. PERSONAL DATA

- 7.1. Sponsor will collect the following information from the winner:
 - First and Last name
 - A working phone number
 - Address to ship the prize
 - Active e-mail address.
- 7.2. Sponsor will use personal information for shipping the prize and managing this Contest, and we will share or transfer the personal information with overseas group companies, as appropriate, for shipping. By entering the Contest, you consent to our collection of such information.
- 7.3. All entries and information submitted in this Contest will be treated in accordance with Sponsor’s “Policies on the Protection of Personal Information” and “Privacy Statement” as found <https://www.roland.com/global/privacy/> (<https://www.roland.com/us/privacy/> for USA)

8. CONTEST DETAILS

- 8.1. This Contest is administered by Sponsor. Social Media are not sponsors, endorsers, administrators, or associates of this Contest, and are released from any, and all, liability related to this Contest.
- 8.2. By entering the Contest, Sponsor will expect your entry to comply with the Terms & Conditions.
- 8.3. Entry is limited to the owner of the Eligible Entry. Permissions must be granted by any other persons and parties who may appear in the entry.
- 8.4. Sponsor reserves the right to cancel, terminate or modify the terms and conditions of this Contest at any time at their sole and absolute discretion.

9. TERMINATION OF CONTEST OR ANY SUBMISSION

- 9.1. If for any reason the Contest is not capable of running as planned, including without limitation, 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, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Sponsor may, at its sole discretion, disqualify any individual who (a) tampers or attempts to tamper with the entry process or the operation of the Contest or any Sponsor; (b) violates, circumvents, or attempts to violate or circumvent the Official Rules; (c) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

10. ISSUES OF LAW

- 10.1. **TAXES.** ANY AND ALL FEDERAL, STATE, AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS AND FINALISTS.
- 10.2. **GOVERNING LAW.** All federal, state/province and local laws and regulations are applicable. By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of Japan without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Japan irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Japan and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of or related to this Contest or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.
- 10.3. **SEVERABILITY.** If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the Sponsor's fundamental intentions hereunder, and the remaining provisions shall not be affected or

impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

10.4. **IMPORTANT DISCLAIMERS AND LIMITATIONS**

There are NO WARRANTIES express or implied made by Sponsor and, additionally, no implied indemnities of any kind.

No liability or responsibility is assumed by Sponsor arising from or relating to any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. Sponsor shall not have any responsibility or liability for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: 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 email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the website in whole or in part for any reason; traffic congestion on the Internet 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 email account used in connection with the Contest. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on any website. Use of the Internet and any websites are at Entrant's own risk. Sponsor is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the website or the download of any information from the website.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR, ITS AGENTS, REPRESENTATIVES AND CONTRACTORS HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT SPONSOR HAS NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS CONTEST OR THE ODDS OF YOU BECOMING A FINALIST OR A WINNER, OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE CONTEST, THESE OFFICIAL RULES OR ANY WEBSITES. ALL DATA, INFORMATION, PRODUCTS, SERVICES AND GRAPHICS RELATED TO THE CONTEST, THESE OFFICIAL RULES AND ANY WEBSITES ARE PROVIDED "AS-IS, WHERE-IS" WITHOUT TECHNICAL SUPPORT OF ANY KIND.

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CONTEST PARTICIPANTS AGREE AND UNDERSTAND THAT THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES AND THE CONTEST REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN SPONSOR AND THE PROMOTION PARTIES AND THE RELEASE PARTIES, ON THE ONE HAND, AND PARTICIPANTS, ON THE OTHER. SPONSOR COULD NOT PUT ON THIS CONTEST "BUT FOR" PARTICIPANTS' AGREEMENT AND COMPLIANCE WITH THESE OFFICIAL RULES AND SPONSOR IS RELYING ON EACH PARTICIPANT'S COMPLIANCE WITH THE OFFICIAL RULES TO ENSURE THAT THE CONTEST IS RUN IN ACCORDANCE WITH APPLICABLE LAW.

At any time and from time to time during the Contest Period or at any related competition or live event, upon the request of Sponsor, Entrants, finalists and winners will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and/or or delivered, all such further documents, instruments or assurances as may be necessary, desirable or proper to carry out the intent and accomplish the purposes of this Contest and these rules.

11. DEFINITIONS

1. "Sponsor" means Roland Corporation and its subsidiary entities
2. "Contest" means The SP-404 #spbeeattappe Contest
3. "Social Media" means Facebook, Instagram, Twitter and YouTube.
4. "Roland SP Sampler" means SP-202, SP-303, SP-404, SP-505, SP-555, SP-606, SP-808. Product Information can be found at www.roland.com.
5. "Entrant" means any member of the public who submits a track via social media with the Contest hashtag.
6. "Eligible Entry" means a submitted performance video meeting criteria 3.1 to 3.5.
7. "Verified" means that the winner meets all Eligibility criteria as per Section 3.