

# Positiva Demo Submissions

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UNIVERSAL MUSIC GROUP

## Submitting demos to Positiva

### TERMS & CONDITIONS OF SUBMISSION

1. Positiva, a division of Universal Music Operations Limited a company registered in England and Wales at 4 Pancras Square, London, N1C 4AG ("UMO") is the administrator ("Administrator") of this opportunity to submit musical demos for consideration by our A&R department ("Demo Submission") and operates the website located at [www.positivarecords.com](http://www.positivarecords.com) ("Website"). The Website relates to the record label, Positiva.
2. This Demo Submission is open to all members of the public, worldwide, over the age of 18 ("Eligible Participants"). By submitting a demo, every Eligible Participant confirms they have read and agree to comply with these Terms and Conditions ("Terms"), Administrator's terms of use located at: <https://www.umusic.co.uk/terms.html>. Administrator may require proof you are eligible to participate and reserves the right to remove any Submission without notice and in Administrator's sole discretion.
3. Access to the Internet is required to participate in the Demo Submission. Eligible Participants are invited to upload a link to their musical demo via a SoundCloud link ('Submission').
4. To make a Submission to the Website, follow the onscreen instructions to provide:
  - a. enter your email address as indicated
  - b. enter your country as indicated
  - c. upload your music via your SoundCloud link
5. Once uploaded, click the appropriate check boxes to confirm your acceptance of the Terms & Conditions and confirm that the Administrator may contact you **solely** with regards to your Demo Submission. Once you click "Submit" your Demo Submission will be sent to the Administrator for consideration. By uploading a Demo Submission to the Website, you agree that the Administrator has no obligation to select your Demo Submission and any selected Demo Submission will be at the Administrator's sole discretion.
6. The Website will be live from 17<sup>th</sup> June 2022 and you may upload a Demo Submission for consideration for the duration the submission page on the Website is active and accessible to the public.
7. The Administrator is not responsible for (i) lost, late, incomplete, invalid, or misdirected Demo Submissions, including those that are unintelligible, which will not be accepted; (ii) any error, omission, interruption, deletion, defect, delay in operations or transmission, technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, related to the Website or otherwise, or; (iii) inaccurate transmission of or failure to receive the Demo Submission by us on account of technical problems or traffic congestion on the Internet or the Website.
8. By making a Demo Submission, you confirm and agree your Demo Submission complies with the following guidelines:

Your Demo Submission cannot:

  - Be sexually explicit or suggestive; derogatory of any ethnicity, race, gender/sexual orientation, or religion; or contain profanity or pornographic content (e.g. contain nudity);
  - Promote alcohol, illegal drugs, marijuana, tobacco/vape products, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous;
  - Defame, misrepresent, or contain disparaging remarks about Positiva and/or companies;
  - Contain any use of trademarks, logos, landmarks, copyrighted materials owned by others as determined by Positiva (except for those of Positiva or EMI) or contain any personal identification.

- Communicate messages or images inconsistent with the positive images and/or goodwill to which Positiva in their sole discretion, wish to associate themselves or promote.

Your Demo Submission must:

- Be one of the following accepted formats: a shareable SoundCloud url.
9. If your Demo Submission is selected by the Administrator to be used, you will be contacted by the email address provided upon upload. If selected, you will be required to enter into an agreement with the Administrator to assign ownership in your Demo Submission to the Administrator. If you are unable to enter into this agreement, the Administrator reserves the right to select another Demo Submission. The Administrator reserves the right not to select any of the received Demo Submissions.
  10. Any personal information you provide when making a Demo Submission and by participating in the Promotion will hereunder subject to the Administrator's privacy policy at: <https://www.umusic.co.uk/privacy.html> ("Privacy Policy"; note that Administrator is a "UMG Company").
  11. If you wish to withdraw your Demo Submission you may do so by emailing [Positiva@umusic.com](mailto:Positiva@umusic.com) or writing Business Affairs at Positiva, a division of Universal Music, 4 Pancras Square, London, N1C 4AG. The Administrator will use all reasonable endeavours to promptly remove any Demo Submissions that are validly disputed or requested to be removed in accordance with this provision.
  12. The Administrator is not responsible for any suspension of the Website or inability to implement the Demo Submission as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, pandemic, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator
  13. If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
  14. These terms and conditions shall be governed by English law, and the parties upload to the jurisdiction of the courts of England and Wales.