

LabelRadar & Gala Music “NextUp” Contest

Gala Music Official Rules

1. **HOW TO ENTER:** No purchase or payment of any kind is necessary to enter or win this LabelRadar & Gala Music “NextUp” Contest (the “**Contest**”). Any purchase or payment will not increase your chance of winning the Contest. The Contest begins on Tuesday, September 24, 2024 and ends on Thursday, October 31, 2024 at 12:00 pm PT (the “**Contest Period**”). Throughout the Contest Period, you must follow the steps outlined in Section 1 (Parts One, Two, Three and Four) below. Online entry to this Contest by Blockchain Game Partners, Inc. (“**Gala Music**” or “**Sponsor**”) or by LabelRadar, Inc. (“**LabelRadar**”) is the only method of entry and limited to one (1) Gala Music account. All referenced links throughout the Official Rules are embedded directly in the accompanying text. Incomplete, false or deceptive entries are void. The Winner(s) will be picked and announced on Gala Music’s social media accounts or via email per the timetable in Section 3. Sponsor’s computer will serve as the official time keeping device for this Contest.

Part One: Submission

1. Starting on September 24, 2024, Entrants (defined in Section 3) may receive notification of the LabelRadar & Gala Music “NextUp” Contest via Sponsor’s website, LabelRadar’s website, social media accounts including Twitter X, Instagram, and Discord, or via email during the Contest Period.
2. All Entrants must currently have a Gala Music account or sign up for a Gala Music account to be eligible.
3. All Entrants must complete a Contest submission form in its entirety, including providing all requested attachments, from the Contest submission page, link provided below.
4. The Contest submission form will require the Entrant to provide:
 - a. A valid email address (same email address linked to the Gala Music account)
 - b. An original, unreleased song in Mp3 or Wav format (“**Track**”)
 - c. Artist Legal Name
 - d. Artist Performing Name
 - e. Track name
 - f. Genre
 - g. Artist Location
 - h. Any bio/images/social links related to their profile
5. Entrant represents and warrants that it has all the necessary rights to any and all materials and music submitted in the submission and will provide documentation, upon request, to support this representation. If not, Artist is responsible for any and all necessary clearances for Gala Music to use the Track as set forth in the Agreement.
6. Entrants must cover any and all expenses related to their Contest submission.

Part Two: Selected Artists from the Submissions

1. Of the Entrants who meet the above criteria, a panel of judges including PLS&TY, Macy Gray and a selection of Gala Music staff, will select ten (10) Entrants from the submission pool ("**Selected Artists**").
2. Selected Artists will be notified via email or social media on or after October 18, 2024. All Entrants who are not chosen as a Selected Artist will no longer be eligible for the Contest.
3. Selected Artists must be available to commit to participate and deliver any artist requirements through the duration of the Contest Period and the potential inclusion in the future sale of the NextUp Mystery Box, if applicable, at times to be determined solely by Gala Music or LabelRadar.
4. Selected Artists must cover any and all additional expenses related to the Contest.
5. Selected Artists must respond to all Gala Music and/or LabelRadar communications.
6. Gala Music reserves the right to fill any Selected Artist's slot with another Entrant if there is a delay in a Selected Artist's response to communications, if the Selected Artist is unable to provide required documentation, or if the Selected Artist fails to return an executed copy of the Artist Consent Form or subsequent agreements.

Part Three: Top Five Winners of the Contest

1. Of the Selected Artists who meet the criteria in Part Two, above, Gala Music community members will select five (5) winners ("**Top 5 Winners**") via the Gala Music "Next Up" voting mechanism.
2. The voting window will open on Thursday, October 24, 2024 at 12:00 pm PT and close on Thursday, October 31, 2024 at 12:00 pm PT.
3. Top 5 Winners will be notified via email on or after October 31, 2024. All Selected Artists who are not chosen as a Top 5 Winner will no longer be eligible for the Contest.
4. The Top 5 Winners will be given a subsequent agreement to be eligible to win the Top 5 Winner Prize and must return the subsequent agreement within 24 hours of receipt.
5. The Top 5 Winners will win the Top 5 Winners Prize, defined below.

Part Four: Final Three Winners of the Contest

1. Of the Top 5 Winners, the three (3) with the most votes will receive the Final 3 Winners Prize, defined below.

URLs:

Contest Submission Page - <https://www.labelradar.com/contests/galamusiccontest/portal>

Contest Landing Page - <https://music.gala.com/landing/nextupcontest>

LabelRadar - www.labelradar.com

Gala Music - <https://music.gala.com/>

Gala Music Instagram - <https://www.instagram.com/gogalamusic>

Gala Music Twitter X - <https://twitter.com/GoGalaMusic>

Gala Music Discord - <https://discord.gg/gogalamusic>

2. **ELIGIBILITY:** The Contest is open to anyone who is eighteen (18) years of age or older in their state of residence as of September 24, 2024, and are not in violation of Sponsor's terms and conditions. Employees of Sponsor, LabelRadar and its advertising and promotional agencies, and any other entities participating in the design, marketing, administration or fulfillment of this Contest, as well as each of their parent corporations, subsidiaries and affiliated companies (collectively with Sponsor, the "**Contest Entities**"), and each of their immediate families and members of their households are ineligible to participate in this Contest. Void where prohibited.

3. **SELECTING THE WINNERS AND NOTIFICATION:** After compiling the Selected Artists from all eligible Entrants from the Contest Period, the potential Prize winners will be selected and voted on according to the schedule in Section 1 (each an "**Entrant**" and collectively the "**Entrants**"). All prizes will be delivered within thirty (30) days after the Contest Period. Sponsor, whose decision is final and binding in all respects, will contact the selected Entrants through the email provided on their Gala Music account registration ("**Notice**") on or after October 18, 2024 (each a "**Potential Prize Winner**"). Odds of winning the Prizes (defined below) depend on the number of eligible entries received from Entrants during the applicable Contest Period. Failure of Potential Prize Winner to respond to such notification within forty-eight (48) hours will result in disqualification of Potential Prize Winner and an alternate potential winner will be selected (each an "**Alternate Potential Winner**"). Alternate Potential Winner shall be contacted via email as soon as practicable and shall also have forty-eight (48) hours to respond. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED (WHICH MAY REQUIRE ENTRANT'S EXECUTION AND RETURN OF AN AFFIDAVIT OF ELIGIBILITY AND PUBLICITY AND LIABILITY RELEASE CONSISTENT WITH THE TERMS HEREIN AND AS DETERMINED IN COMPANY'S SOLE DISCRETION), AND ENTRANT HAS BEEN NOTIFIED VERIFICATION IS COMPLETE (each a "**Winner**").

4. **General Conditions; License.** Except where prohibited by law, by entering the Contest or agreeing to accept the Prize or accepting the Prize, each Entrant hereby irrevocably grants to Sponsor, the Contest Entities, and each of their licensees and sublicensees, affiliates, and assigns (collectively, the "**Licensed Parties**"), an irrevocable, royalty-free and fully paid up right and license (inclusive of the right to grant further sublicenses), but not obligation, to use the Entrant's name, photograph, likeness, social media handles, statements, voice, and biographical information related thereto which are submitted, provided, posted, or otherwise used in connection with the Contest and use or enjoyment of any Prize (collectively, the "**Materials**"), throughout the universe, in perpetuity in any and all media, whether now or hereafter known or devised, for any and all purposes, including but not limited to commercial or advertising purposes, without review, credit, permission, or further compensation or consideration. Without limitation, each Entrant understands and agrees that the rights granted herein include reproduction and/or exploitation of the Materials or derivatives thereto, in whole or in part, in any media throughout the world, in perpetuity and throughout the universe as may be conferred upon the Licensed Parties under all applicable laws, regulations, or directives. Entrant hereby irrevocably waives all so-called "moral rights

of authors” and “droit moral” rights (and any similar rights under the laws of any country of the world) in connection with the Materials and exploitation of any nature.

5. **PRIZES AND TAXES:** There will be five (5) total winners of the Top 5 Winners Prize, and three (3) total winners of the Final 3 Winners Prize. The contents of the Top 5 Winners Prize are as follows (“**Top 5 Winners Prize(s)**”):

1. \$1,000.00 USD (One Thousand US Dollars). In the event that Artist is a group or more than one person, the Prize shall be a total of \$1,000.00 for the entire group. Each individual member of the group is not entitled to \$1,000.00 each;
2. Artists’ Track shall be included in the Gala Music “NextUp Mystery Box” Sale and must sign the Release, and subsequent agreement that allows for use. If Artist does not complete the subsequent agreement, then Artist shall be disqualified from the Contest and receiving the Prize; and
3. Artist shall be entitled to a five percent (5%) share of net revenues derived from the sale of the “NextUp Mystery Box” (“**Revenue Share**”), which shall be calculated on net profits from all units sold in excess of ten thousand (10,000) boxes. The Revenue Share shall not be payable on the first ten thousand (10,000) boxes sold, but shall accrue and become payable only on the net profits attributed to the sale of each box beyond that initial threshold.

The contents of the Final 3 Winners Prizes will be awarded as follows (“**Final 3 Winners Prize(s)**”):

1. 1st Place Vote Prize:
 - a. G Force Everything Bundle
 - b. UJam Music Creation Suite
 - c. Ace Studio One (1) Year Subscription
 - d. D16 Total Bundle
 - e. Devious Machines Ursa DSP Boost
 - f. Amped Studio One (1) Year Subscription
 - g. Bleass MegaLit Pack
 - h. DH Plugin LFO EQ
2. 2nd Place Vote Prize:
 - a. UJam Virtual Base
 - b. G Force Mini Monsta 2
 - c. Bleass Voices
 - d. D16 Silverline Collection
3. 3rd Place Vote Prize:
 - a. Pitch Innovations Rhythm Box
 - b. D16 Classic Boxes Collection
 - c. Bleass Bleass Fusion

The Top 5 Winners Prize and Final 3 Winners Prize may be referred to herein collectively as the “**Prize(s)**.” The approximate retail value of the Prizes are First Place Vote Prize: five thousand two hundred and 80/100 US Dollars (\$5,200.80 USD), Second Place Vote Prize: one thousand nine hundred eighty and 41/100 US Dollars (\$1,980.41 USD), Third Place Vote Prize: one thousand three hundred eighty-four and 41/100 US Dollars (\$1,348.41 USD), Fourth Place Vote Prize: one thousand and 00/100 US Dollars (\$1,000.00 USD), and the Fifth Place Vote Prize: one thousand and 00/100 US Dollars (\$1,000.00 USD). The total estimated retail value of the Prizes is ten thousand five hundred sixty-five and 65/100 US Dollars (\$10,565.62 USD). **For clarity, Prize does not include travel, accommodations, music production, production, or other costs or expenses, all of which each Winner are solely responsible for coordinating and paying, except as provided otherwise herein.** Limit 1 Prize per family or household. No substitution or transfer of Prize permitted by Winners. Additional restrictions may apply.

Any applicable federal, state and local taxes and liabilities arising from this Contest, including, without limitation, excise tax (including sales tax), and other expenses not specifically set forth herein are the sole responsibility of each Winner. Each Winner shall provide, upon Sponsor’s request, all information that Sponsor may reasonably require to fulfill its obligations under any national, state, provincial, or local tax statute, regulation, or rule. Each Winner acknowledges that Sponsor will rely upon such information to prepare all relevant tax materials, if any, including the Internal Revenue Service form 1099.

6. **RELEASE:** This Contest is subject to all applicable federal, state and local laws of the United States and the United Kingdom, and any jurisdiction where the Contest is permitted by applicable law which excludes any sanctioned countries. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any and all right to claim ambiguity in the Contest or these Official Rules or that Entrants’ publicity or similar rights were infringed upon. Entrants and Winners also agree to release, discharge, indemnify and hold harmless related Licensed Parties, Instagram, Twitter X, and Discord and each of their respective parent, subsidiary, or affiliated entities, and each of the foregoing’s officers, directors, employees, representatives and agents (collectively, the “**Released Parties**”) from and against any claims, damages, disability, attorneys’ fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property; or of any acceptance, possession, ownership, misuse of any Prize. Sponsor may rescind any Contest found to contain such errors without liability at its sole discretion. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled submissions, emails, phone calls, or communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest,

including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of submissions, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer or other device related to or resulting from participating in this Contest. Persons who tamper with or abuse any aspect of the Contest, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Gala, will be disqualified and all associated submissions will be void. Should any portion of the Contest be, in Gala's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Gala, corrupt or impair the administration, security, fairness or proper play, or submission of Submissions, Gala reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect submissions received prior to action taken using the winner determination procedure outlined above or as otherwise deemed fair and appropriate by Gala.

SPONSOR AND THE CONTEST ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE OR, IF APPLICABLE, ANY PRIZE COMPONENTS, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OR GOVERNMENT OR AUTHORITY.

ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GALA RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (i) lost, late, misdirected, undeliverable or incomplete entries due to system errors or failure, or faulty transmissions or other telecommunications malfunctions and/or entries; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Contest; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Contest; (v) technical or human error which may occur in the administration of the Contest or the processing of entries; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or part, from Entrant's participation in the Contest or receipt or use of any Prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or

otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend all or any part of the Contest and to select potential winners from among all eligible entries received by Sponsor up until the time of such cancellation, termination, modification or suspension, as applicable.

To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

8. **JURY TRIAL WAIVER:** EXPECT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS CONTEST, ENTRANT HEREBY WAIVES ANY RIGHT HE/SHE/THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTEST, ANY DOCUMENT OR AGREEMENT ENTERED INTO CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

9. **APPLICABLE LAWS AND JURISDICTION.** This Contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules for this Contest shall be governed by the laws of the State of New York, without regard to any principles of conflict of laws, except that the arbitration clause herein shall be governed by the Federal Arbitration Act. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, in a county in New York designated by Sponsor. The arbitrator shall be an expert in the field of intellectual property law and marketing. All parties shall bear their own expenses, except that parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related claim). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10. **PRIVACY POLICY AND TERMS OF USE:** By entering this Contest, you acknowledge and agree that: (i) you have opted into the terms of use and privacy policies of Sponsor, the Contest Entities, Instagram, Twitter X, and Discord, which may be updated from time to time; and (ii) by opting-in, you have read and consent to the foregoing. **Without limitation, by entering this Contest, you are giving your permission to receive emails from Sponsor.** Each Entrant further acknowledges that if Entrant is chosen as a Winner, certain of Entrant's

identifying information may be disclosed to third parties as required by law, including, without limitation, on a winner's list.

11. **NO ASSOCIATION:** This Contest is in no way sponsored, endorsed or administered by or otherwise associated with any social media platform, including but not limited to Facebook, Instagram, Twitter X, and Discord.

12. **RULES/WINNERS LIST:** For 15 days after the Contest Period, you may also send an email support@gala.com for the names of the Winners. Include "LabelRadar & Gala Music "NextUp" Contest - 2024 Winners' List" in the subject of the email. No correspondence will be entered into except as noted herein.