

LETMUSICFILLMYWORLD.ORG

TERMS OF SERVICE

Introduction

The Music Matters Challenge (the “Challenge”) is a national music competition to spotlight the power and influence of music in all of our lives. The Challenge is hosted by **Let Music Fill My World**, (“LMFMW” or “we”), which was set up to ensure that every student in America has access to and the ability to participate in music education in school.

The winner will participate in selecting a music teacher for a school that does not have one, with an annual salary of \$100,000 for up to three (3) years, totaling up to \$300,000. The Challenge launches at the end of February every year and runs through the end of April, with winners announced and awarded in May.

The Challenge requires that participants create an original rendition of the song “Let Music Fill My World” by Five for Fighting and share their own story of a music teacher or mentor who changed their lives through the power of music.

Help us turn up the music!

SCOPE

LMFMW runs the LetMusicFillMyWorld.org website. These terms of use set forth the terms and conditions that govern your use of all aspects of LetMusicFillMyWorld.org and other related websites owned, controlled and/or operated by LMFMW and its affiliated entities (collectively, the “Sites”). These terms of use and the privacy policy (collectively, the “Terms”) extend to all of the Sites.

By accessing, visiting, browsing, using or attempting to interact with any part of the Sites, or other services, websites or any of our licensees’ services or software (collectively the “Services”), you agree that you have read, understand and agree to be bound by the Terms. If you do not agree to be legally bound by these Terms then please do not access, use and/or participate in any of the Services. We may change these rules at any time, with or without notice to you, to make changes to these terms of service in our sole discretion, and we’ll try to keep you updated, but we suggest you review this page regularly yourself, as continued use of the Sites and Services after changes constitutes your agreement to be legally bound by any as they are updated and/or amended terms. **You must be 18 years of age or older to use the Sites and Services.**

LMFMW and its affiliates have relationships with third parties who provide services to us, and such third parties may establish, from time to time, terms of service and privacy policies that may be different from ours. We try to make sure our partners treat your information the same way we do, but cannot guarantee that and have no liability to you as it relates to those third

parties. When you leave sites controlled by LMFMW, including without limitation, by going to social media pages regarding us or our affiliates (such as our Facebook pages, or the upload tools hosted at the Sites), your activities will be subject to the policies and procedures established by the applicable partner or other third party, and you will be wholly responsible for complying with such policies. We cannot be responsible for your actions on any such site, or any such site's actions with respect to you or your property.

USER AGREEMENT

By using the Services, you represent and warrant:

- that the content you post or data you provide is accurate;
- that the use of the content or data you supply does not violate the rights of any third party, including, without limitations, copyrights, trademarks, rights of privacy and publicity, it is not defamatory and will not cause injury to any person or entity; and
- that you will indemnify us and/or our affiliates for all claims resulting from content or data you supply.

We have the right to monitor and edit or remove any content, but we take no responsibility and assume no liability for any content posted by you or any third party.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you agree not to use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Services (or the network(s) connected to any Services) or interfere with any other party's use and enjoyment of the Services. You may not attempt to gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

LMFMW reserves the right to terminate your access to the Services for any reason, including without limitation, if you infringe upon the copyright, trademark, patent or other intellectual property rights of others. We reserve the right to refuse access to the Services to anyone, for any reason. We reserve the right to cancel orders and issue refunds.

OWNERSHIP

Submission Materials

You will continue to own the recordings and the underlying musical compositions embodied in them, together with any photographs, images, and other audiovisual or written materials, submitted by you to the Sites (collectively, the 'Submission Materials'), but you grant us an

irrevocable, perpetual, worldwide license under copyright and otherwise, to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, create derivative works of, and distribute and synchronize in timed relation to visual elements, the Submission Materials and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, as well as the right to grant those rights to third parties, including without limitation, our media partners, without further consent from you. We may use the Submission Materials to advertise, promote and publicize the Challenge or LMFMW, ourselves and our affiliates in all media throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Submission Materials. You acknowledge that LMFMW may use the Submission Materials in accordance with the permission granted herein without any payment to you or any third party.

Submission Certification

By providing Submission Materials, you agree: (i) that you have all rights to the contents of Submission Materials and all components thereof (including, but not limited to audio and video recording rights and publishing rights), and that you have obtained all rights, consents and permission, including but not limited to those of persons participating in the Submission Material, necessary to grant the rights granted herein; (ii) that the Submission Materials do not and will not violate any law, statute, ordinance or regulation; (iii) that the Submission Materials are free and clear of any liens or claims with respect to the use of the Submission Materials in the manner authorized herein and will not give rise to any claims of infringement, invasion of privacy or publicity or claims, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; and (iv) that the Submission Materials are not and will not be defamatory, trade libelous, pornographic or obscene.

CHALLENGES

You must be aged 18 or older (19 in Nebraska or Alabama) to participate in our Challenge, any other challenges, sweepstakes and other promotional activities (collectively, the “Events”), or 13 or older with the consent and participation of a guardian aged 18 or older (19 in Nebraska or Alabama). If you enter an Event, your information is subject to being viewed by the public and included online and in LMFMW materials, and will in any event be subject to the particular rules of the applicable Event, **which will be made available at the launch of each Event on the corresponding Event landing page.**

USE OF MATERIAL SUPPLIED BY YOU

Please visit <https://letmusicfillmyworld.org/privacy-policy> to review our privacy policy and to understand how we use your personal information.

You agree that upon posting information or content on the Services, you grant LMFMW, and its affiliates, successors and assigns, a non-exclusive, worldwide, royalty free, perpetual, irrevocable, sub-licensable (through multiple tiers) license of all of your copyrights, publicity rights, and other intellectual property and other rights, if any, in such material and over the material or User Data displayed in your postings, to use, distribute, display, transmit, reproduce, and create derivative works from such material in any and all media existing now or in the future, in any manner, in whole or part, without any duty to account to you. For the purpose of this agreement, "User Data" shall mean all information (if any) submitted by you, to LMFMW with the exception of credit card numbers, etc. and Submission Materials. The User Data shall be deemed to be the property of LMFMW. You also grant LMFMW the right to authorize the downloading and printing of such material, or any portion thereof, by end users for their personal use.

If you have any questions regarding this policy, please contact:

Email: team@letmusicfillmyworld.org

COPYRIGHT

LMFMW respects the intellectual property of others and asks that our users do the same. If you believe something on this site constitutes copyright infringement or a violation of trademark, patent or other intellectual property rights, please provide a written notice providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our Copyright Agent via the below contact information:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Sites that is sufficient to allow us to locate the material;
4. The email address, telephone number and mailing address at which the complaining party may be contacted;
5. A statement that the complaining party has good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by the complaining party that the information provided is accurate, and under penalty of perjury, that the complaining party is the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent: legal@letmusicfillmyworld.org

The full text of the Digital Millennium Copyright Act can be viewed [HERE](#) ([downloadable PDF](#)).

COPPA COMPLIANCE (CHILDREN’S ONLINE PRIVACY PROTECTION ACT)

- LMFMW is committed to protecting the rights of visitors of the Sites who are under the age of 13.
- LMFMW does not collect any information from children under the age of 13.
- LMFMW seeks to comply with the Children’s Online Privacy Protection Act instituted in April 21, 2000. The full text of COPPA can be viewed here: [COPPA](#)

CALIFORNIA CIVIL CODE SECTION 1798.80-1798.84 COMPLIANCE

This applies to California residents only. LMFMW seeks to comply with the California Civil Code Section 1798.80-1798.84.

Any questions regarding the use of personal information for marketing purposes can be directed to LMFMW: team@letmusicfillmyworld.org

The full text of California Civil Code Section 1798.80-1798.84 can be viewed [Here](#)

CHALLENGE RULES

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

ELIGIBILITY

The Challenge is operated by **LMFMW**. The Challenge is open to individuals who are at least 13 years of age, with guardian consent and participation, and individuals 18 years of age older at the time of entry and who are not prohibited or from participating in any element of this Challenge. To be eligible to win a prize, Entrants must be legal residents of the United States at the time of entry and at the time of prize award. Individuals who are otherwise legal residents of the United States but are temporarily residing outside of the United States for educational purposes (including, without limitation, participation in a study-abroad program) shall not be deemed ineligible solely due to such temporary absence, provided they maintain U.S. residency and can demonstrate such residency upon request by LMFMW. Employees, contractors, directors and officers of **LMFMW** (collectively, the “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 the Challenge (collectively, “Challenge 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 companies (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 Challenge) are not eligible to be selected as a Winning Entry (as defined below) in this Challenge. VOID WHERE PROHIBITED BY LAW OR OTHERWISE.

ENTRY

Challenge entrants (each, an “Entrant”) must sign up for the Challenge at LetMusicFillMyWorld.org. Entrants will then upload audio and video recordings of performances of musical compositions (the “Compositions”) meeting the criteria described in these rules (“Assets”) to **LetMusicFillMyWorld.org** during the period from the end of February through the end of April (the “Submission Period”). Assets, Compositions are included in Submission Materials. The computer of LMFMW is the official timekeeping device for this Challenge. Our website utilizes Coordinated Universal Time (UTC) for timekeeping, in accordance with the National Institute of Standards and Technology, available at <https://timegov.boulder.nist.gov>.

No purchase is necessary to enter the Challenge. By submitting Submission Materials in the Challenge, Entrants hereby warrant and represent that such Submission Material conforms to the Challenge Submission Requirements set forth below. Entrants agree and acknowledge that no compensation will be paid to them for any reason whatsoever including, but not limited to, entering this Challenge or creating Submission Materials.

SUBMISSION REQUIREMENTS

All Submission Materials must be in the following file formats: MP4, MOV, WMV, AVI, AVCHD, FLV, WEBM or HTML5. Submissions must meet the following requirements. Failure to abide by the Submission Requirements is grounds for disqualification in LMFMW’s sole discretion:

- Submission Materials 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 LMFMW in its sole discretion.
- Submission Materials shall not defame, misrepresent or contain disparaging remarks about any persons, products or companies.
- Submission Materials shall not contain materials which are not created entirely by Entrant or which are owned by others (including music “samples”).
- Submission Materials shall not be in violation of any law.

SUBMISSION MATERIALS

BY ENTERING SUBMISSION MATERIALS, ENTRANTS ACKNOWLEDGE THAT SUCH SUBMISSION MATERIALS MAY BE POSTED ON THE SITES, IN LMFMW’S DISCRETION. **LMFMW reserves the right to, and may or may not, monitor/screen**

Submission Materials prior to or after posting them to the Sites. Entrants acknowledge that LMFMW has no obligation to use or post any Submission Materials. By submitting Submission Materials, Entrants warrant and represent that: (i) the Submission Material is Entrant's original work; (ii) the Submission Material has not been previously published except as part of the Assets; (iii) the Submission Material has not previously received awards; (iv) the Submission Material does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (v) Entrant has obtained permission from any person whose name, voice or performance is used in the Submission Material; and (vi) exploitation, use, display or performance of the Submission Materials via any form of media, will not infringe the rights of any third parties. Entrants shall indemnify and hold harmless, LMFMW and Challenge Parties from any claims that arise or are related to a violation of these warranties and representations.

GRANT OF RIGHTS

By entering this Challenge, Entrants grant the license described in below.

Accordingly, and without limiting the foregoing, each Entrant grants LMFMW and the Challenge Parties the right to create a compilation of Submission Materials to be sold to consumers. Any and all proceeds will fund the broader LMFMW campaign through the nonprofit entity.

By entering this Challenge, each Entrant agrees: (i) that Challenge Parties have the right to use the Entrant's Submission Materials and Entrant's name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising for and by Challenge Parties, and in connection with this Challenge or other promotions by Challenge Parties as Challenge Parties see fit without any further notification or compensation to or of the Entrant; (ii) that Challenge Parties shall have no obligation (express or implied) to use any Submission Materials in any manner and Entrants shall not be entitled to any damages or other relief by reason of Challenge Parties use or non-use of Submission Materials; (iii) to be bound by these Terms; (iv) that Entrants may be contacted by Challenge Parties by email regarding this Challenge; and (v) to indemnify and hold Challenge 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 these Terms, including any representations and warranties made herein. By entering this Challenge, each Entrant agrees to sign and deliver to Challenge Parties such documents as Challenge Parties may reasonably be required to effectuate the rights and obligations granted in these Terms.

SELECTION OF WINNERS

Submission Materials will be posted on the Challenge Website at the conclusion of the Submission Period.

All Entrants and Submission Materials will be judged by the Judges (as defined below) on criteria including originality, creativity, concept and musicality, including the Submission Materials' ability to advance the mission of LMFMW and the Challenge. The Judges will select the top ten (10) entries by schools or educational institutions (the "School Finalists") and the top ten (10) entries by individuals, duos or groups (the "Individual Finalists"). If fewer than ten (10) entries are submitted for a particular category, all such entries will be treated as "Finalists".

Following the selection of the School Finalists and Individual Finalists by the Judges, visitors to the Sites will be allowed to vote for their favorite Submission Materials for a one week period in early May (the "Voting Period"). Limit one vote per person. Any attempt by Entrant and/or his/her family/friends to vote more than once by using multiple accounts and/or any other fraudulent mechanism, as determined by LMFMW in its sole discretion, shall give LMFMW 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 period to be determined by LMFMW.

The popular vote will determine one (1) School Finalist and one (1) Individual Finalist to be the "school" and "individual" winners, respectively.

The winning Individual Finalist will receive: (i) a cash prize of Ten Thousand (\$10,000) United States Dollars; and (ii) the opportunity to participate in selecting a music teacher for an under-resourced school to receive a salary for up to three (3) years of \$100,000, for a total up to \$300,000.

The winning School Finalist will receive: (i) a grant to the school – or approved school system foundation – with which the winning School Finalist is associated in the amount of Twenty-Five Thousand (\$25,000) United States Dollars; and (ii) the opportunity to appear on national television on the GMA3 program to perform the winning entry, inclusive of travel and accommodations for the winning School Finalist(s) and one (1) legal guardian each.

Approximate combined retail value of all prizes is Forty-Five Thousand United States Dollars (\$45,000 USD). The approximate retail value of the prizes represents LMFMW'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.

The winning Entrants will be posted on the Sites and notified via phone, email and/or social media accounts **provided by the Entrants**. Entrants acknowledge that the Challenge Parties shall have no obligations, financial or otherwise, to the winners, except for those explicitly set forth in these Terms. Entrants give LMFMW the right to transmit the Entrants' personal identifying information to other Challenge Parties for the purposes of facilitating the award of the challenge prizes. Other prizes may be determined at the discretion of the Judges and the Challenge Parties and their designated appointees. Entrants agree that LMFMW has the sole

right to decide all matters and disputes arising from this Challenge and that all decisions of LMFMW and the Judges are final and binding.

JUDGES

The judges of the Challenge will include John Ondrasik, and Cayley Tullman, as well as other judges to be determined at a later date.

John Ondrasik is professionally known as “Five For Fighting”. In the two decades since Five for Fighting’s first major single, “Superman (It’s Not Easy),” hit the stratosphere, Five For Fighting (aka John Ondrasik), has released six studio LPs, including the platinum-certified “America Town” and “The Battle for Everything;” and the top-10 charting “Two Lights,” along with an EP and live albums. A post 9-11 anthem, Ondrasik performed “Superman (It’s Not Easy),” at the 2001 Concert for New York, a benefit show at Madison Square Garden that honored first responders and the fallen about a month after the tragic September 11th attacks. Ondrasik has penned major hits, including the chart-topping “100 Years,” “The Riddle,” “Chances,” “World,” and “Easy Tonight,” which have earned tens of millions of streams and placed him as a top-10 Hot Adult Contemporary artist for the 2000s. The reflective “100 Years” has joined “Superman (It’s Not Easy)” as part of the American Songbook and continues to stand the test of time. Five For Fighting’s music has also been featured in more than 350 films, television shows, and commercials, including the Oscar-winning “The Blind Side,” “Hawaii Five-O,” “The Sopranos,” and the CBS drama, “Code Black.” For more information visit: www.fiveforfighting.com.

Cayley Tullman is the President of the Tullman Family Office, including its operational philanthropic arm Tullman Community Ventures (TCV). TCV’s mission is to realize the potential of all Americans through targeted investments in philanthropic causes and community ventures that help people live healthier and more prosperous lives and enable businesses to focus more on social impact. We look for opportunities to promote personal growth and economic mobility to create a more equitable society. For more information visit: <https://www.tullmancommunityventures.org/>

MISCELLANEOUS 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 LMFMW. Prizes are non-transferable, and non-refundable.

Prior to the posting or other announcement, any potential Winning Entries will be notified by phone, social media, and/or e-mail and each Winning Entry will be required to complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release as a condition of being declared the Winner, the Runner-Up or an Popular Vote Winner as applicable. 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 the Affidavit of Eligibility and 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 Terms; or if the Affidavit of Eligibility and Liability/Publicity Release is not properly executed, then that Winning Entry shall be disqualified as a Winner, Runner-Up or Popular Vote Winner, as applicable, and shall forfeit the applicable prize(s); in addition, an alternative Entrant may be selected as determined by the LMF MW and the Challenge 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 Challenge, Entrants release LMF MW, Sponsors, and Challenge Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Challenge, and agree to resolve any dispute individually, without resort to any class action. By accepting a prize in the Challenge, the Winner, the Runner-Up and each Popular Vote Winner agree that the LMF MW, and Challenge Parties shall not be liable for any loss or injury resulting from participation in the Challenge, acceptance or use of any prize, or any travel related thereto.

Each Winner, Runner-Up and Popular Vote Winner grants permission to LMF MW 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 Challenge 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 Challenge, LMF MW reserves the right, in its sole discretion, to cancel, modify or terminate the Challenge. This Challenge is governed by the laws of the state of New York, U.S.A. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in New York, New York, U.S.A. for the resolution of any disputes.

LMF MW 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, Runner-Up or Popular Vote 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 LMFMW, Sponsors, or Challenge Parties resulting from Entrants' participation in or attempt to participate in the Challenge or downloading any information in connection with participating in the Challenge. No responsibility or liability is assumed by the LMFMW, Sponsors, or Challenge Parties for technical problems or technical malfunction which may affect the operation of the Challenge, 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 the Sites, in whole or in part for any reason; traffic congestions on the Internet or the Sites; unauthorized human or non-human intervention of the operation of the Challenge, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Challenge, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Challenge. LMFMW and Sponsors are not responsible for any typographical errors in the announcement of prizes or these Terms, or any inaccurate or incorrect data contained on the Sites. Use of the Sites is at Entrant's own risk. LMFMW and the Challenge 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 Challenge, use of the Sites or the download of the Assets or any information from the Websites. LMFMW and Sponsors are not responsible for any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of this Challenge, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, LMFMW reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. LMFMW's and Sponsors' failure to enforce any of these Terms shall not constitute a waiver of that provision. Entrants engaging in any of the foregoing activities may be disqualified in LMFMW's sole discretion.

WINNERS LIST: For the names of Winning Entries see LetMusicFillMyWorld.org after mid-May.

OPERATOR: Let Music Fill My World

LetMusicFillMyWorld.org