



Travalor Music EP Collaboration Contest Rules and Regulations

Rules:

Tell-A-Vision Films, hereafter referred to as the ("TAVF") in tandem with *Antoine "Travalor" Braxton* ("Producer") will be holding a music contest for an upcoming EP album release. Any musician ("Artist") who downloads the instrumental songs provided for this contest hereby accepts and agrees to adhere to the rules and guidelines set forth.

This contest is open to musical Artists such as singers, rappers, writers, & instrumentalists. Any music tracks provided must be the original works of the Artist submitting them and must not infringe on any pre-existing copyrights. Artists may submit a full song or a partial song, such as a hook, one verse, two verses, or any combination thereof.

By submitting your music, your partial or full track is not guaranteed to be a selection for the final EP album tracklist, however submitting multiple tracks featuring other instrumentals from the contest will increase your chances of having a track selected. The Producer reserves the right to use parts of a partial or full track from any Artist Submission to create a collaboration track with other Submission(s) at his discretion. The winning Submissions will obtain a mixdown before being released on the EP. Any Artist who creates a track that makes the final cut will be notified by the Producer via email and credited by the name/stage name provided upon track Submission on the album. Elements of the instrumentals provided for this contest are subject to change in the final mixdown.

The tracks provided for this contest should not be used for any purpose other than for reference to the track(s) that the Artist submits to this contest; which includes but not limited to online sharing, uploading to websites, or streaming services. Any unauthorized use outside of this contest of the instrumentals provided specifically for this contest is strictly prohibited. Any person found violating the aforementioned will be subject to legal action.

You understand and agree that if you submit any audio recording, music, writing, photo, artwork, text, video recording, or any other material ("Submission"), at any time, you grant to Tell-A-Vision Films, LLC and its licensees, successors, assigns, and affiliated entities (collectively, "TAVF") the right to publish and use the Submission. Additionally, you hereby grant to TAVF a fully-paid, royalty-free, irrevocable, worldwide, exclusive, transferable, and unrestricted license to use your Submission throughout the universe in perpetuity, and to reproduce, modify, adapt, edit, publish, translate, create derivative works from, distribute, perform, display, sublicense, to incorporate the Submission (in whole or in part) in other works, and to otherwise use and allow others to use your Submission in any form, media, or technology now known or later developed. You further agree that while TAVF is under no obligation to

provide you with credit for the Submission, TAVF may, at its sole discretion, distribute and otherwise use and allow others to use your name, voice, image, likeness, performance, and other personal information, as provided by you, in connection with the Submission and in accordance to these terms.

You are under no obligation to provide a Submission. Additionally, you will not receive any compensation for any Submission, for the licenses granted above, or for any waiver or any grant of additional rights as outlined herein. You agree that TAVF's review of your Submission for possible use is adequate consideration for the rights, licenses, and releases granted in this Agreement.

You warrant that you will not submit any material that is prohibited by law in any applicable jurisdiction or to which you do not have the right to grant the licenses and rights set forth above. You also warrant that you have the right to grant to TAVF the rights, licenses, and releases granted above, and that such rights do not conflict with the rights (including, but not limited to, the copyrights, trademarks, patents, trade secrets, privacy rights, contract rights, or any similar rights) of any other person or legal entity or with your obligations thereto.

You warrant that you consent to TAVF's collection and use of your Submission and personal information; you agree to indemnify TAVF for any liabilities associated with later acts by you or others in connection with this Agreement and your Submission; and you acknowledge and agree that you will be bound by all provisions contained in this Agreement. You agree that you shall have no claim of any kind or nature against TAVF based on the exercise of any rights, licenses, or releases granted hereunder.

Prize:

The grand prize winner(s) of the contest will be selected online by popular vote and notified via email. The grand prize will include a free music video shoot for the winning song sponsored by Tell-A-Vision Films. TAVF will consult with the winning Artist(s) to develop a treatment for the music video. After the treatment is approved, logistics will be solidified for the music video to obtain the necessary cast, crew and locations for the video within the TAVF's allocated budget. All pre-production, production, & post-production aspects of the video will be handled by TAVF. The Artist will be provided up to a total of two (2) drafts of the music video before the third (3rd) and final draft of the video are shared with the Artist(s).

If the winning track is comprised of multiple artists from different cities or countries, a representative of TAVF will connect with the winning Artists to obtain a mutual location and date to shoot the video. TAVF will attempt to solidify a shooting day that works for all of the Artists featured on the winning track. If some Artists are unavailable to participate in the video shoot and the majority of the Artists on the winning track are, at their own discretion, TAVF reserves the right to move forward with the production and to exclude the unavailable Artist(s) from the music video.

In order to redeem the music video shoot, the winner must be within two-hundred (200) miles of the New York City metropolitan area. If the winner is located outside of that 200 mile radius of NYC, they may either travel to New York City to participate in their video shoot or they may opt to have the video shot in their city of choice.

If the Artist chooses to travel to NYC for the video shoot, the production date(s) and logistics must be mutually agreed upon by a representative of TAVF and the winner(s). TAVF is not responsible for any costs incurred by the Artist(s) throughout the production of the music video; which includes but is not limited to transportation, accommodations, meals, incidentals. If the Artist opts to shoot the video in their city of their choice outside of the 200 mile radius, the Artist will be responsible for transportation, accommodation, food, and any incidentals accrued by TAVF. The winner(s) will be required to sign a music video agreement with the TAVF before the production begins.

If the winning Artist does not claim their prize by June 1st, 2017 at 12:00:00am EST, it will be forfeited to the first runner up who will be provided with the option to claim the grand prize.

Deadline:

The contest will be open for 30 days starting on Saturday, April 15th, 2017 at 12:00:00pm EST and will close for Submissions on May 15, 2017 at 12:00:00pm EST.

How to Enter (Submission Details):

Track out stems and the reference track should be exported at a 44.1kHz in wav or aiff format with audio effects omitted from the vocals. Effects are only acceptable for the reference track of the complete song.

Submissions should be sent in a zip file to the email address travalor@gmail.com using www.wetransfer.com. The Submission title should be labeled with your stage name followed by "Travalor Music EP Submission". Eg. "Kendrick Lamar - Travalor Music EP Submission". You will receive a confirmation email when your submission has been received.

The Submission tracks should be labeled in a folder as follows:

- Lead Vocal - Lead vocals for each verse should be featured on this track.
- Vox 1 - Doubles or ad libs should featured on this track. Any additional doubles or ad libs can be numbered Vox 2... Vox 3... etc.
- Hook Lead - Main vocals for the hook should be on this track
- Hook Vox - Doubles or ad libs for the hook should be featured on this track. Any additional doubles or ad libs for the hook can be numbered Vox 2... Vox 3... etc.

- Reference track - This track should include all vocal tracks plus the instrumental that make up the completed song. This does not have to be properly mixed down, however it should provide a good idea of what the finished track as a whole should sound like.
- "Song title" text file - This file should contain the information about the track. In order to give proper credit for those who worked on the project the Artist should submit the names of those who worked on each track such as; writer(s), singer(s), tracking by, mixing, instrumentalist, etc. Note: If you are submitting more than one track using different instrumentals provided, be sure to separate each song into different folders.

Definition of Terms Used in Agreement:

- Track - Song
- Vox: Vocals.
- Hook: The chorus which typically is repeated throughout the song more than one time to hook the ear of the listener.
- 44.1kHz: A high quality sample rate that is used to retain the quality of sound for mixing and mastering purposes.
- Doubles: This refers to recording a second track alongside of the main vocals.
- Reference Track: This track should contain all elements of the full song such as the lead vocals, doubles, adlibs, hook, etc. This track does not to be professionally mixed down, just mixed enough for the listener to understand the integrity of the song.
- Stems - Individual sections of a track. Also referred to as a submix or bus.
- Tracking by: The person who recorded the vocals or instruments for the Artist

The terms of this agreement shall be governed by the laws of the State of New York without regard to its conflict of law provisions and you agree that any dispute arising from or related to this Agreement, which we cannot resolve through discussions, shall be settled exclusively in the courts located within the County of Kings, New York, United States of America. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that in the event of any dispute regarding this Agreement or your Submission, you will be limited to your remedies at law for damages and will not be entitled to terminate or rescind this Agreement, or to seek equitable or injunctive relief, or to enjoin, restrain, or otherwise interfere with the exercise of the licenses granted herein.