# OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

By entering and participating in the Jobs Unlisted Beats Contest ("Contest"), you agree to comply with these Official Rules. Any noncompliance with the Official Rules will result in your Submission being deemed ineligible. PLEASE READ THESE RULES. Submissions will be taken at the bottom.

This Contest is void outside the territory specified below and where prohibited by law.

This Contest is not sponsored, endorsed, or administered by, or associated with, Twitter.

**Contest Entry Time**. The Jobs Unlisted Beats Contest ("Contest") will begin on 3:00 PM EST on February 12, 2019 and end on 11:59 PM February 21, 2019 on 11:59 PM EST ("Submission Period"). Sponsor's clock shall be the official timekeeper.

**Eligible Participants**. Only individuals who are at least eighteen (18) years old or the age of majority in their state of residence, and who are legal residents of the United States are eligible to enter the Contest. Employees of Sponsor and its affiliates, and their respective household members (whether or not related) and immediate family members (regardless of place of residence), are not eligible to participate in this Contest. Submissions from ineligible individuals will be rejected by Sponsor.

In case of any dispute as to participant identity, the authorized account holder of the account used to enter a participant's Submission shall be deemed the participant.

**Sponsor Decisions**. Sponsor's decisions regarding these Official Rules shall be final and binding. Sponsor reserves the right in its sole discretion to disqualify any individual who: (1) does not comply with these Official Rules; (2) tampers with the entry process, the operation of the Contest, or the operation of any websites or systems used to administer the Contest; or (3) who otherwise acts to or attempts to act to disrupt the Contest or undermine the Contest's legitimacy in any way. If Contest operation or administration is impaired or thwarted in any way for any reason, including, but not limited to, fraud or technical problems, Sponsor may in its sole discretion: (1) terminate the Contest; (2) suspend and/or reschedule the Contest; or (3) modify these Official Rules in order to accommodate the impairment or disruption.

**How to Enter**.

You may enter by posting an original freestyle rap over Speedy's beat (your "Submission") to your personal Twitter or Instagram account and including the following hashtags: #complexcontest and #slowdownspeedy. Speedy's beat can be found on Complex's official Soundcloud page.

Each Submission must be a minimum of thirty (:30) seconds in length and not more than a maximum of sixty (:60) seconds in length. Do not loop the beat.

Each Submission must feature only one (1x) person participating in the original freestyle rap. No multi-person freestyle Submissions will not be accepted, as such Submissions will be disqualified.

You must list the #complexcontest and #slowdownspeedy hashtags at the beginning of your caption. You must include all hashtags. If your Submission does not follow these Official Rules, it may be disqualified.

Each original post shall count as one (1) Submission for entry. You may only submit one (1x) Submission entry.

If you have a Twitter and Instagram account, do not submit an entry from each account, as such Submissions will be disqualified. Do not create multiple accounts or use automated methods to enter multiple times, as such Submissions will be disqualified.

If you do not have a Twitter or Instagram account, signing up for one is free. All Twitter and/or Instagram terms and conditions will govern your account and you should review them before signing up. Your Twitter or Instagram profile must be set to "public" in order for you to be eligible. You can reset your account to "private" any time after the Winner is announced.

**Submission Rules**. You may only enter one Submission. All Submissions must meet the following Submission Rules. Any Submission not satisfying the Submission Rules will be deemed ineligible for the Contest. Submissions must:

- **Be on-topic.** We want your content of your best original freestyle.
- **Be safe.** Don't send in content showing anyone engaging in physically risky conduct or trying to injure another person. We want to see your creativity, not your fighting skills.
- **Be legal.** Don't send in content showing anyone engaging in illegal or inappropriate conduct. Don't violate Twitter's Terms of Service.
- **Be your original content, created by you.** Do not post for a friend without their permission! Don't submit content that has been submitted to prior contests! Mechanically reproduced, software-generated, or automated entries are not eligible.

- **Be shot in a location where you have permission to be.** Do not trespass or be on someone's property without their permission!
- **Be respectful of other people's privacy.** Show only people who have given you permission to include them in your content. Do not show people without their permission! If you show children or minors, get permission from their parent or legal guardian.
- **Be respectful of other people's intellectual property rights**. Do not include music, photos, or any other materials that you do not have permission to include in your content.
- **Be received during the Submission Period.**
- **Be in the specified format, of the specified length, and be complete and viewable.**
- **Be suitable for public viewing.** Do not send us anything that is obscene, offensive, discriminatory, abusive, or that contains inappropriate content (as deemed by Sponsor in Sponsor's sole discretion). Also do not send us anything that you do not wish to be made public.

Sponsor reserves the right to allow for minor deviations from the Submission Rules on a case-by-case basis, as determined by Sponsor in its sole discretion.

**Non-Confidential**. Sponsor will treat Submissions as non-confidential and non-proprietary. By entering your Submission, you understand that Sponsor may use any ideas, concepts, know-how, or techniques contained in your Submission without any compensation or obligation to you, and for any purposes whatsoever, including, without limitation, in advertising and marketing materials and in developing future products and services.

**PRIZE**. Ten (10) minute IG live session with Tay Keith and a mention on Complex Twitter.

The Prize has no cash value, and does not include any tickets or other entry to any event or programming.

All Prize details are at Sponsor's sole discretion.

**Judging Process**.

A panel of three (3) judges will review all Submissions. The judges will use the following criteria when reviewing Submissions: originality (25%), creativity (25%), rhythm (25%), and diction (25%).

Sponsor reserves the right to not award all Prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. All decisions of Sponsor and judges are final and binding. Sponsor will not reveal judging scores for any Submission.

**Winner Conditions**. Sponsor will notify potential winners via direct message or email on or around March 8, 2019. Potential winners will be required to execute an Affidavit of Eligibility and Publicity Release Form (except where prohibited) (collectively, "Winner Form") before receiving the Prize. If a potential winner fails to respond, or to execute the Winner Form or refuses to do so within three (3) days of receiving notification from Sponsor, Sponsor may, in its sole discretion and time permitting, disqualify the potential winner and select a replacement. The Prize is not transferable or assignable. Prize cannot be redeemed for cash. No substitutions of prizes will be allowed, except that Sponsor reserves the right to substitute a prize of comparable or greater value in Sponsor's sole discretion. Winners shall be solely responsible for all taxes associated with the Prize. Sponsor shall not reimburse winner for any costs or expenses associated with participating in the Contest or accepting the Prize, except as expressly stated in these Official Rules.

**Participant Representations and Warranties**. By entering your Submission, you represent and warrant that:

- You own or otherwise control all rights to the Submission;
- You have the power to grant licenses as described under these Official Rules without violating any obligation to any third party;
- Your Submission does not violate the rights of any third party, including intellectual property rights, moral rights, contractual rights, publicity rights, and privacy rights;
- Your Submission does not constitute impersonation of another individual;
- Your Submission does not contain unlawful, threatening, abusive, libelous, defamatory, obscene, excessively violent, harassing, discriminatory, or otherwise inappropriate content;
- Your Submission does not encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law;
- Your Submission does not violate the Terms of Services of Twitter;
- Your Submission is not an advertisement for goods or services, a chain letter, or a solicitation for funds;
- Your Submission does not contain any personal information such as social security numbers or mailing addresses, except as specifically requested by us;
- Your Submission does not encourage conduct that is unsafe or could harm or cause injury; and
- Your Submission does not otherwise violate these Terms.

If you become aware that any part of your Submission includes material for which you lack the unrestricted right to grant us the right and license set forth in these Terms, you agree to promptly provide us with detailed written notice at legal@complex.com and Complex Media, Inc., 229 W 43rd St, 10th Floor New York, NY 10036.

**Intellectual Property Ownership**. By entering your Submission, you agree that as between you and Sponsor, Sponsor shall own all right, title, and interest in any Complex Content that will use/incorporate your Submissions ("Complex Content"). You shall retain ownership of your Submission (expressly excluding "Speedy's beat" and any other audio material provided by Sponsor in connection with this Contest, which is Complex Content), subject to these Terms (including any licenses granted under these Terms). You can only use Speedy's beat for the sole purpose of entering this Contest, Sponsor reserves all rights not expressly granted herein. Sponsor has no obligation to return Submissions and will not return Submissions, and has no obligation to provide you with any copies of your Submission (including as it may be embodied in the Complex Content). By entering your Submission, you agree that you have no right to access, archive, maintain, or otherwise use your Submission on Sponsor's systems or websites, or (if applicable) as your Submission may be embodied in the Complex Content. Sponsor may discontinue operation of its systems or Website, or discontinue distribution or publication of the Complex Content, in whole or in part, at any time in its sole discretion.

**Participant Grant of License**. By entering your Submission, you grant to Sponsor, Twitter, and to their respective affiliates, licensees, and assignees ("Licensee Parties") an unrestricted, unconditional, worldwide, irrevocable, perpetual, fully paid-up and royalty-free, non-exclusive, transferable and sublicensable (through multiple levels) right and license to use, reproduce, display, distribute, transmit, publish, edit, sell, prepare derivative works of, broadcast, archive, reformat, translate, and otherwise exploit your Submission and the likeness of any individuals contained therein, including your own, in all media now known or later invented for any purpose, including, without limitation, use in advertising, marketing, and promotional materials for our business and for the business of our parents, subsidiaries, successors, and affiliates. Your grant of license includes the right to freely edit or modify your Submission in any way without providing you with prior notice, and you waive all approval rights to any use or modification of your Submission.

By entering your Submission, you also waive all claims you may have at any time in any jurisdiction to "moral rights" or "droit moral" with respect to your Submission. The right and license granted by you to us under these Terms may not be terminated, revoked, or rescinded, and are not subject to reversion; the rights granted by us under these Terms may be terminated, revoked, or rescinded, and are subject to reversion.

**Winner Publicity Release**. By accepting the Prize, you grant permission for the Licensee Parties to use your name, city and state of residence, likeness, other personal characteristics (including social media account details), and Prize information for any purpose, including advertising and marketing materials, worldwide, in perpetuity, and in all forms of media now known or later invented without further compensation, and you waive all rights to notice or approval of such uses.

**Participant Indemnity and Release**. By participating in the Contest, you agree to defend, indemnify, and hold the Licensee Parties harmless against all claims related to: (1) your participation in the Contest; (2) use of your Submission; and (3) your acceptance of and use of the Prize. You also agree that the Licensee Parties are not responsible for any losses, damages, or injuries resulting from your participation in the Contest or from your acceptance and use of the Prize.

**DISCLAIMER**. ALL PRIZES ARE PRESENTED "AS-IS." SPONSOR EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, GUARANTEES, AND REPRESENTATIONS WITH RESPECT TO THE PRIZE, INCLUDING, WITHOUT LIMITATION, THE PRIZE'S QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Errors**. Sponsor is not liable for typographical or other errors in these Official Rules, the processing or judging of Submissions, in winner selection, notification, and announcements, or in any other material related to the Contest. Sponsor is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, network failure, theft, destruction, or unauthorized access to any systems associated with the Contest.

**Lost, Late, or Incomplete Entries.** Sponsor is not responsible for late, lost, incomplete, inaccurate, delayed, stolen, garbled, or misdirected Submissions, posts, comments, messages, email, or mail, including, without limitation, Submissions that are lost or incomplete due to computer or electronic malfunction or due to issues with internet connectivity.

**Participant Information**. When you enter the Contest, you may be required to provide certain types of personal information, such as your name and email address. You will be providing your personal information to us, and not to Twitter. Your personal information will not be sold to third parties. Your personal information may be shared with third parties as necessary to administer the Contest, to carry out judging, and to create the Complex Content; in addition, it may be used for other purposes as further described in our Privacy Policy. By entering your Submission, you consent to such sharing of your personal information. Your personal information may also be used to contact you in connection with the Contest in a variety of ways, including via direct message or email. By entering your Submission, you consent to receive such communications.

**No Waiver**. Failure by Sponsor to enforce any part of these Official Rules shall not constitute waiver of that part.

**Governing Law**. These Official Rules shall be governed in accordance with the laws of New York, without regard to its choice of law principles.

**Sponsor**. Complex Media, Inc. is the sponsor ("Complex," "Sponsor," "we," "our," "us") of the Contest. Complex's address is 229 W 43rd St, 10th Floor New York, NY 10036.

**Winner List**. For a list of winners, please email info@complex.com within one (1) year from the end of the Submission Period.