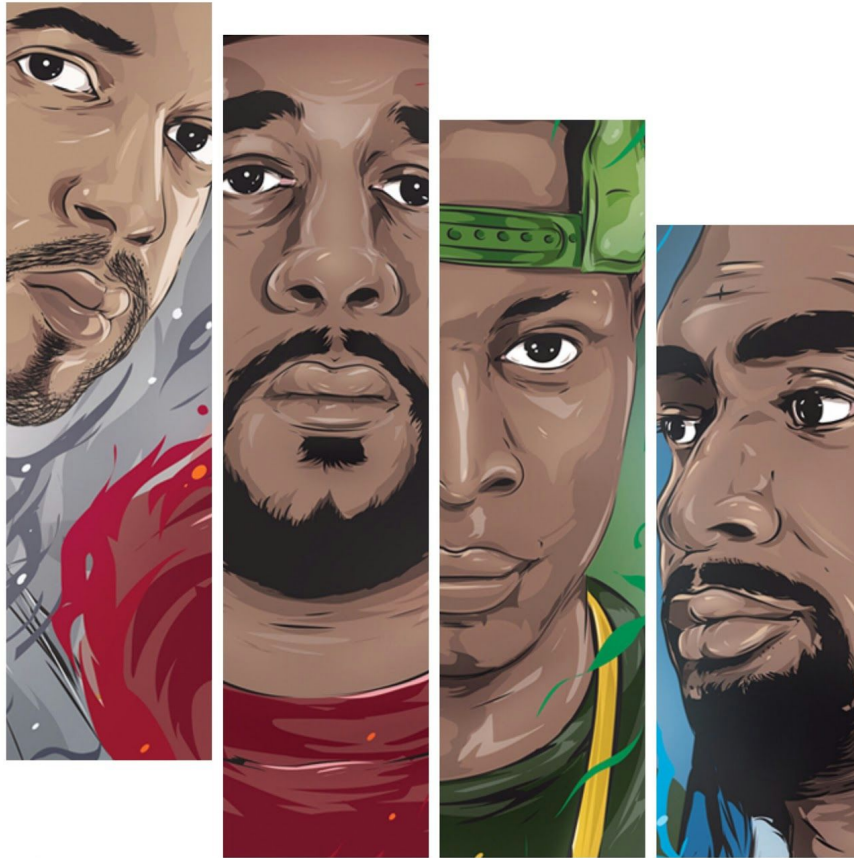


"Pass It Off"



**REMIX
COMPETITION**

*the immortals
project*
ELIASENSET

Creative Brief

- The Immortals Project are looking for original remixes to be created using the acapella from the original song "Pass It Off"
- You must download the acapella from [this site](#) in order to compete for the Grand Prize.
- When sending your final submission, please do not include any material that you do not have the legal right to exploit (uncleared samples).
- Remixes can be single/multi/cross-genre ie. Hip-hop, Drum & Bass, dubstep, Hip-hop/dubstep, Drum & Bass + Jazz -- it just needs to be DOPE!!!
- Winning remix will be on Immortals Project's upcoming album which is currently in production
- Final decision for Grand Prize winner and runner-up will be determined by The Immortals Project.

Rights Management Details

- You may not sell your submission, nor may you post it on another website if it includes copyrighted material you do not own.

Official Rules for The Pass It Off Remix Contest

Create a remix song using the official "Pass It Off" acapella track provided by Shining Shadow located here: <http://bitly.com/PassItOffPack>

NO PURCHASE REQUIRED TO ENTER OR WIN.

WHO IS ELIGIBLE?

The Pass It Off Remix Contest (Contest) is open only to:

- Entrants who are thirteen (13) or older at the time of entry.
- Entrants who have downloaded the song's acapella from the following link: <http://bitly.com/PassItOffPack> . If entrants have not obtained the acapella file from the official site, they can still remix the song, however, they may not participate in the Contest.
- Entrants must not be presently signed to any record label or publisher under any exclusive agreements and/or other contractual arrangements which prohibit or might prohibit them from participating in any element of this Contest. If you're signed to a label or publisher and you CAN do this remix, knock yourself out. But we'll need a document stating that you indeed can do this remix under your current contractual obligation(s).

Participation constitutes entrant's full and unconditional agreement to these Contest Official Rules and Contest Parties decisions, which are final and binding in all matters related to the promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

WHO IS SPONSORING THE CONTEST? The Contest is sponsored by Shining Shadow, www.shiningshadow.net (collectively "The Party").

WHEN CAN I ENTER? The Contest entry period starts on or about 5:00pm EST on August 1st, 2015 and ends at 5:00PM EST on August 31st, 2015 (the "Entry Period"). The computer of The Party is the official timekeeping device for this Contest.

HOW DO I ENTER?

1. Go to the official download site here: <http://bitly.com/PassItOffPack>
2. Click on "Pass It Off with John Robinson & Internal Quest (Prod. by Duplicuts) | Acapella 98 BPM"
3. Click on "Buy Now" and enter a value of 0, in order to download for free
4. Post finished remix(es)

Once an Entrant has posted a remix submission online (can be done via their own SounCloud, Bandcamp, Mixcloud etc.) tag/mention The Immortals Project on any of the following platforms; Facebook, Twitter, Instagram and use #PassItOff #PassItOffRemix #ImmortalsProject (group and individual handles are at the bottom of this document)

There is a limit of three (3) entries per person. Subsequent entries will be void. Entrants agree and acknowledge that no compensation will be paid to them for any reason whatsoever including, but not limited to, entering this Contest or creating a Submission.

WHAT ARE THE REQUIREMENTS FOR SUBMISSIONS?

Submissions may not contain any copyrighted elements other than the elements owned by the entrant or the Pass It Off acapella track. Submission must be entirely original and authentic, created by the Entrant, part of the Pass It Off acapella track, or be in the public domain. Entrants may not copy or otherwise plagiarize any portion of the Submission from any other source. If the Entrant is a minor, the Submission must be solely the work of the minor, and no other party may participate in creation or development of the Submission. Use of any elements that are not original, from the Pass It Off acapella track or in the public domain will result in disqualification of a Submission, in the Contest Parties sole discretion.

Content Restrictions: The Submission must NOT contain:

- Material that violates or infringes another's rights (living or deceased), including but not limited to privacy, publicity or intellectual property rights;
- Material that promotes activities which are harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise;
- Material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by Federal, State, or Local Law, Ordinance, or Regulation; and
- Material that is unlawful, in violation of or contrary to the laws or regulations in any state or province where the entry is created.

All Submissions must comply with these Official Rules, as determined in the Contest Parties' sole discretion, to be eligible. Contest Parties has the sole discretion to determine whether a Submission is eligible. Any Submission that violates this Section or is otherwise objectionable (as determined solely by Contest Parties), will not be considered and will be disqualified. BY ENTERING A SUBMISSION, ENTRANTS ACKNOWLEDGE THAT SUBMISSIONS MAY BE POSTED ON IMMORTALS PROJECT/SHINING SHADOW OFFICIAL WEBSITE AND RELATED SOCIAL MEDIA SITES.

WHAT RIGHTS DO THE CONTEST PARTIES HAVE TO MY SUBMISSION ENTRY?

Each Entrant shall own the copyrights to their Submission. By entering this Contest, each Entrant agrees: (i) that Contest Party has the unconditional and perpetual, royalty-free right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Entrant's Submissions and Entrant's name and likeness in any and all media throughout the world for any purpose, without limitation and without additional review, compensation, or approval from you or any other party.; (ii) that Contest Parties shall have no obligation (express or implied) to use any Submissions in any manner and Entrants shall not be entitled to any damages or other relief by reason of Contest Parties use or non-use of a Submission; (iii) to be bound by these Contest Official Rules; (iv) that Entrants may be contacted by Contest Parties by email regarding this Contest; and (v) to indemnify and hold Contest 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 the terms and conditions of these Contest Official Rules, including any representations and warranties made herein. By entering this Contest, each Entrant agrees to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights and obligations granted in these Contest Official Rules. By submitting an Submission, you further agree not to instigate, support, maintain, or authorize

any action, claim, or lawsuit against the Contest Parties on the grounds that any use of the entry, or any derivative works, infringe any of your rights, including, without limitation, copyrights, moral rights. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Contest Parties. In no way are you to be construed as the agent or to be acting as the agent of the Contest Parties.

HOW WILL WINNERS BE SELECTED?

Between September 1st, 2015 and September 7th, 2015, the Party will evaluate and select one (1) grand prize winner ("Grand Prize Winner") and one (1) runner up ("Runner-Up") with the final decision being made public on September 15th. The decision will be made based on the following criteria: Composition Quality (25%), Production Quality (25%), Creative use of the Pass It Off acapella (25%) and Musicality (25%) ("Judging Criteria"). In the event of a tie, Contest Parties will reevaluate each Entry involved in the tie according to the Judging Criteria.

Prior to the posting or other announcement, any Winning Entries will be notified by phone and/or e-mail and each Winning Entry will be required to complete, sign and return a Affidavit of Eligibility and Liability/Publicity Release as a condition of being declared the Grand Prize Winner or Runner-Up, 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 any Winning Entries 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 the Grand Prize or Runner-Up as applicable. 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 Contest Official Rules; or if the Affidavit of Eligibility and Liability/Publicity Release is not properly executed, then that Winning Entry shall be disqualified as the Grand Prize or Runner-Up, as applicable, and shall forfeit the applicable prize(s); in addition, an alternate Entrant may be selected, if time permits and as determined by the Operator and the Party, from all remaining eligible Entrants to replace the disqualified Winning Entries. If a prize, or any portion thereof, cannot be awarded for any reason, such prize will be forfeited.

In the event a Grand Prize Winner is disqualified, the Grand Prize Winner's Prize will be awarded to the next highest scoring Entrant as determined by the Party and their designated appointees.

WHAT CAN I WIN?

One (1) Grand Prize Winner will receive the following prize (the "Grand Prize"): Their winning remix on the upcoming Immortals Project album (working title - "Hard Bottom Season"). One (1) Runner-Up will receive the following prize (the "Runner-Up Prize"): Their remix on an Immortals Project "Remixes & Unreleased EP"; Grand Prize & Runner-Up remixes will be pitched to music supervisors for inclusion in independent films, video games, and branding campaigns.

Any prize details not specified above will be determined by the Contest Parties in its sole discretion. The Grand Prize and Runner-Up Prize are not transferable and must be accepted as awarded. No cash or other substitution may be made, except by the Contest Parties, who

reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Contest Parties in its sole discretion. The Winning Entries are responsible for any and all other costs and expenses not listed above. Prizes will be reported as income to a Winning Entry and the Winning Entries are responsible for taxes, if any, associated with the receipt of a prize.

WHAT OTHER TERMS SHOULD I BE AWARE OF?

Unless prohibited by law, entrants agree to allow use of their name, voice, city/state of residence, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission or notification.

The Contest is subject to federal, state, and local laws and regulations and is void where prohibited by law. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Contest Parties may, in its sole discretion, either: (a) cancel or terminate the Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Contest Official Rules; or (c) award the prizes according to the Judging Criteria from among the eligible entries received up to the time of the impairment. The Contest Parties reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Contest Parties reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Contest Parties to enforce any term of these Contest Official Rules shall not constitute a waiver of that provision. In the event Contest Parties is prevented from continuing with the Contest or the integrity and/or feasibility of the Contest is severely undermined by any event beyond the control of Contest Parties, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Contest Parties (each a "Force Majeure" event or occurrence), Contest Parties shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without any further obligation.

By participating in the Contest, Entrants agree to release and hold harmless the Contest Parties, its parent and related companies, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of participating in the Contest, and in no

event shall the Released Parties be liable for attorney's fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Entrants agree that the Released Parties have made no warranty, representation or guarantee, expressed or implied, in fact or in law, relating to any prize.

HOW WILL DISPUTES BE HANDLED?

Except where prohibited, Entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New Jersey. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Official Rules, Entrant's rights and obligations, or the rights and obligations of the Contest Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

HOW CAN I FIND OUT WHO WON?

To obtain the name of the winner(s) see www.ImmortalsProject.net after September 15th, 2015.

STREAM: "Pass It Off" • [Soundcloud](#) • [Shining Shadow](#) • [ImmortalsProject.net](#)

WATCH: "Pass It Off" • [YouTube](#) • [Vimeo](#)

Twitter

The Immortals Project [@TheImmortals](#)

El Da Sensei [@EIDaSensei](#)

Duplicuts [@Duplicuts](#)

John Robinson [@WholsJr](#)

Internal Quest [@InternalQuest](#)

Shining Shadow [@ShiningShadow](#)

#PassItOff #PassItOffRemix #ImmortalsProject

Instagram

The Immortals Project [@TheImmortalsProject](#)

El Da Sensei [@SenseiFromNJ](#)

John Robinson [@WholsJr](#)

Internal Quest [@InternalQuest](#)

#PassItOff #PassItOffRemix #ImmortalsProject

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