



VIMN AUSTRALIA PTY LTD

VIMN means VIMN Australia Pty Ltd (ABN 18 107 601 418) and its parents, subsidiaries, affiliates and related body corporates.

MUSIC VIDEO SUBMISSION TERMS AND CONDITIONS

By submitting the Music Video and accepting these Terms and Conditions, the Record Label and/or Artist, as applicable, acknowledges and agrees that:

1. The Music Video is submitted pursuant to:
 - a) the terms of a Promotional Video Clip Agreement between VIMN and the Record Label listed above; **OR**
 - b) where relevant, a licence agreement between VIMN and Australian Independent Record Labels Association Limited (**AIR**); **OR**
 - c) where relevant, a licence agreement between VIMN and the Australasian Performing Right Association Limited and the Australasian Mechanical Copyright Owners' Society Limited (together, **APRA AMCOS**) (each an **Agreement**).
2. If such Agreements are not currently in operation then the Record Label grants VIMN and its licensees a non-exclusive licence to reproduce, communicate and otherwise use the Music Video submitted and/or excerpts thereof (including audio, visual, and/or audio-visual) in perpetuity, in the Territory selected in the submission form as part of VIMN's worldwide programming services in any media including without limitation on VIMN owned and operated websites (and other apps and/or platforms) unless otherwise stated above.
3. If the Artist is not signed to a record label and is not a member of AIR or APRA AMCOS, then the Artist grants VIMN and its licensees a non-exclusive licence to reproduce, communicate and otherwise use the Music Video submitted and/or excerpts thereof (including audio, visual, and/or audio-visual) in perpetuity, in the Territory selected in the submission form as part of VIMN's worldwide programming services in any media including without limitation on VIMN owned and operated websites (and other apps and/or platforms) unless otherwise stated above.
4. VIMN may reformat the Music Video for the purposes of (without limitation):
 - a) communication by way of VIMN's websites and other apps and/or platforms;
 - b) complying with local censorship and/or classification regulations; and
 - c) programming scheduling;provided such reformatting does not adversely affect the quality of the Music Video.
5. VIMN may place advertising in and adjacent to, as well as seek sponsorship of, any programming or programming service within which the Music Video may be included without seeking further permission from the Record Label or Artist as applicable.
6. The Record Label or the Artist, as applicable, warrants and represents that:
 - a) the Music Video is free and clear for reproduction and communication by VIMN in accordance with these Terms and Conditions and does not or will not infringe the rights (including without limitation copyright) of any third party;
 - b) all information submitted with the Music Video is submitted is accurate and true; and
 - c) it has obtained all necessary licences, consents, releases and permissions necessary to allow the exhibition, licensing and distribution of the Music Video and any music contained in it from all relevant third parties including without limitation performers, publishers and any other copyright holder.
7. The Record Label or Artist, as applicable, indemnifies and will defend VIMN from and against any loss, cost, damage, liability, claim or expense arising from any breach or alleged breach of the warranties contained herein.
8. Where any conflict or discrepancy arises between these Terms and Conditions and the terms of an Agreement, the terms of the Agreement will prevail.