

SHREDDERS OF METAL: DRUM EDITION COMPETITION

OFFICIAL RULES (THE "RULES")

The Shredders of Metal: Drum Edition Competition ("**Competition**") is sponsored and administrated by Banger Films, Inc., 128A Sterling Road, Suite 303, Toronto, ON, M6R 2B7 ("**Banger Films**").

1. WHO CAN PARTICIPATE?

To enter the Competition and be eligible to win the prize, individuals (the "**Participant**" or "**Participants**") must: (i) be legal residents of Canada (excluding residents of Quebec), and (ii) have reached 18 years old or the age of majority in their province / territory at the time of submission (or with consent of parent / legal guardian if under the age of majority).

Specifically excluded from entering the Competition are: (a) employees, officers, directors, agents, representatives, and advertising and promotional agencies of Banger Films, and its respective subsidiaries and affiliates, as applicable; and (b) any immediate family members (regardless of where they live) of a person excluded under 1(a) or persons with whom a person excluded under 1(a) is domiciled (whether related to that person or not). In these Rules, "immediate family" includes mother, father, brothers, sisters, sons, daughters, partners or spouse. Further, individuals with criminal records are excluded from entering the Competition.

2. COMPETITION PERIODS AND KEY EVENT DATES

The Competition begins January 15th 2020 at 9:00 AM (EST) and ends on or about March 1st 2020 at 9:00 PM (EST) (dates subject to change) (the "**Competition Period**"). Submissions will be accepted until February 14th 2020 at midnight (EST) ("**Submission Deadline**"). Following the Submission Deadline, Submissions will be reviewed by Banger Films, who will select up to eight (8) Participants to move on in the Competition and compete sometime during February 29th 2020 and March 1st 2020 (dates subject to change) ("**Final Period**").

During the Final Period, the Selected Finalists will have to compete over a two day period sometime during February 29th 2020 and March 1st 2020 in the form of elimination brackets consisting of live performances of one on one drumming 'duels' ("**Duels**"). The Duels will require Selected Finalists to perform various improvised competitions one on one in front of the Competition Judges (defined below), with subsequent eliminations made after each of the Final Period Duels until only one (1) Participant remains.

3. HOW TO PARTICIPATE

To enter, a Participant must: (i) visit <http://bangertv.com/shredders-of-metal>; (ii) submit the bio information requested; (iii) submit a link to a maximum three (3) minute video (the "**Video**") of the Participant performing an original song on drums that meets the video criteria (see Rule 5 for "**Video Criteria**"); and (iv) read and agree to these Rules (one "**Submission**" or "**Submissions**"). Only Submissions with all required fields duly completed, with a Video that meets the Video Criteria, and received by the close of the Submission Deadline will be accepted, reviewed and entered in the Competition.

Maximum one (1) Submission per person.

4. VIDEO CRITERIA

Participants must create and upload an original Video to their personal channel (i.e. YouTube, Vimeo, etc.) and include their URL to their Submission in the specified field at <http://bangertv.com/shredders-of-metal>. The Video must:

1. Not exceed 3 minutes;
2. Be an original song;
3. Must comply with YouTube Community Guidelines and Vimeo Guidelines, as applicable;
4. Feature the Participant performing their original song; and
5. Comply with Participant's Representations and Conditions as set forth under Rule 8.

5. HOW FINALISTS ARE SELECTED AND HOW TO WIN

As Submissions are received, representatives from Banger Films (collectively the "**Competition Judges**") will review all eligible Submissions based on the following criteria ("**Criteria**"):

1. Eligibility as set forth under Rule 1;
2. All of the Video Criteria set forth under Rule 4;
3. The creativity, calibre, energy, quality of the Participant's song;
4. The flare and technique of the Participant; and
5. Subsequent video phone interview

Within five (5) business days following the Submission Deadline, the Competition Judges will conduct a short video phone interview with hand-picked Participants and will select up to eight (8) Submissions from all eligible Submissions to move forward to become a selected finalist ("**Selected Finalist**" or "**Selected Finalists**") to compete in the live Final Period. A call for an interview does not guarantee selection as a Finalist.

Selected Finalists will have 48 hours to: (i) confirm they wish to continue to the Final Period; (ii) confirm they can and will attend the Final Period in Toronto, ON at their own expense, and (iii) sign and return a Declaration and Release form stating that he/she has read, understood and complied with these Rules and releasing the Releasees from any and all liability from the aforementioned ("**Finalist**" or "**Finalists**").

During the Final Period, each Finalist will compete in the first round of one on one Duels before the Competition Judges. The Finalist with the lowest score in each first round, one on one Duel (as evaluated by the Competition Judges against the Criteria) will be eliminated and the remaining Finalists will move forward and compete in the next round of one on one Duels. This process will repeat until only two (2) Finalists remains and they compete in the final round, one on one Duel. The winner of the final round, one on one Duel is declared the winner ("**Winner**"). For clarity, during the competition between the last two remaining Finalists, the Finalist that receives the highest score against the Criteria by the Competition Judges will be declared the Winner and awarded the prize (see **Rule 5**).

During activities related to the Final Period, a Finalist who is a minor must travel with and be accompanied at all times by a parent or legal guardian.

BANGER FILMS IS NOT RESPONSIBLE FOR FINALISTS ATTENDING FINAL PERIOD. Participants hereby understand and acknowledge that they are responsible for the cost of travel and

participation in the Final Period in Toronto, ON. For clarity but without limiting, Participants are responsible for all transportation and accommodation charges that may be incurred, including, but not limited to, airfare, baggage check charges, upgrade charges, in-flight snacks and entertainment, gas, ground transportation to and from both the departure and arrival airports and hotels. Finalists are also solely responsible for any and all additional charges incurred, including but not limited to food and beverages, insurance and other personal expenses.

5. PRIZE

There is one (1) grand prize available to be won by the Winner and consists of a drumming prize pack (the "**Prize**"). Total approximate retail value of the Prize is \$3,000.

Prize must be accepted as awarded without substitution and is non-transferable. The Prize has no cash-surrender value. The Sponsor reserves the right, in its sole discretion, in the event that the Prize or any component of any Prize cannot be awarded as described for any reason, to substitute and/or modify the Prize or component of Prize with (a) prize(s) of equal or greater value, without liability.

6. ODDS OF WINNING

The odds of winning depend on skill and the application of the Criteria by the Competition Judges.

7. SUBMISSION VERIFICATION

All Submissions are subject to verification. Proof of submission does not constitute proof of receipt. Participants agree to abide by these Rules. All Submissions that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by Banger Films. Banger Films takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed Submissions, typographical or other production errors, or any errors or omissions in printing or advertising related to this Competition. A Participant may be required to provide proof that he/she is the individual associated with their Submission.

Any attempt by any Participant, to obtain more than the stated maximum number of Submissions by using multiple/different names, email addresses, accounts, identities, registrations and logins, or any other methods, or has entered or participated in any fashion not sanctioned by these Rules will void that individual's Submission and will be disqualified from the Competition and, at the sole discretion of Banger Films, any of Banger Films' other promotions.

8. PARTICIPANTS CONDITIONS AND REPRESENTATIONS

Participants shall ensure that the uploaded Video is true and genuine and is not obscene, threatening, harassing, libelous, deceptive, fraudulent and invasive of another's privacy, offensive, defamatory of any person or otherwise illegal. Participants warrant that the content he/she submits to the Competition does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual. Participants agree not to (i) post content which is deliberately intended to upset or harm other users; (ii) use the Competition to post or otherwise transmit content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability; (iii) post or otherwise transmit any content that contains software viruses or any other computer code, files, or programs designed to

interrupt, destroy, or limit the functionality of the Competition website or any other telecommunications or technology affiliated with the Competition; (iv) upload or otherwise transmit any content, or take any other actions with respect to a Participant's use of the Competition, that would constitute, or would otherwise encourage, criminal conduct or give rise to civil liability; or (v) use the Competition for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services. By participating in the Competition, Participants warrant that he/she is participating in this Competition voluntarily and all information submitted by Participants, is true, current and complete, and agree to abide by these Rules and the decisions of Banger Films with respect to all aspects of the Competition, which decisions are final.

9. RELEASES AND DISCLAIMER

By entering the Competition, Participants agree to forever release, discharge and hold harmless Banger Films, and their parent, related or affiliated companies, affiliates, subsidiaries, their advertising and promotional agencies and their respective officers, directors, employees, partners, representatives, successors, assigns and agents (the "**Releasees**"), from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, whether directly or indirectly, by (a) entering and participating in the Competition, including any part related to the Competition, (b) travel to and from any Competition-related event, and (c) any claims based on personality, privacy rights or defamation. By participating, Participants agree to be bound by these Rules, including all eligibility requirements, and to the decisions of Banger Films, Competition Judges, as applicable, whose decisions are final and binding in all respects. Failure to comply with these Rules may result in disqualification from the Competition.

No responsibility or liability is assumed for any computer, telephone, cable, network, satellite, electronic or hardware or software malfunctions, failures, connections, traffic congestion, labour unrest, or unauthorized human intervention, or the incorrect or inaccurate capture of Submission or other information, or the failure to capture any such information.

If a Participant wins the Prize and accepts the Prize, such acceptance shall mean full satisfaction of the entitlement as a Participant and Winner in the Competition and the Participant fully discharges and forever releases the Releasees, of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with the Prize.

The Participant also acknowledges, without limiting the generality of the foregoing, that the Releasees will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with the participation in the Prize including, without limitation, in respect of any medical care or treatment that the Releasees, or any person authorized by any of them, may administer to the Participant in the event of injury or illness during the Participant's participation in the Prize. The Participant also acknowledges that none of the Releasees has offered any warranty or guarantee respecting the Prize. Further, the Participant assumes all responsibility and liability for any loss, injury or damage to any persons or property, which results from the Participant actions or omissions, whether negligent or otherwise, in connection with the Prize.

10. LICENSE ASSIGNMENT

By providing a Submission to the Competition, including the Video, Participants: (i) grant to Banger Films, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the Submission, in whole or in part and a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the original song contained in the Video, in connection with the Competition and for advertising or promoting the Competition or for any other reason, including any audio-visual production featuring the Competition or Submissions; (ii) waive all moral rights in and to the Submission in favour of Banger Films; and (iii) agree to release and hold harmless the Releasees and each of their respective agents, employees, directors, successors, and assigns against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action. For clarity, the foregoing means that we have the unrestricted right to use the original song contained in your Submission in connection with the Competition and the promotion and marketing of the Competition, but that you continue to own copyright in the original song contained in your Submission.

11. LIMITATION OF LIABILITY

Banger Films will not be responsible for mail, telephone, technical, network, online, electronic, computer hardware or software interruptions or failures of any kind, misdirected, stolen, incomplete, incomprehensible or delayed Internet / e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a Participant's or any other person's computer relating to or resulting from participation or downloading any materials in this Competition.

If for any reason in the opinion of Banger Films, in their sole discretion, the Competition is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Competition is corrupted or adversely affected, including without limitation by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, Banger Films reserves the right to cancel, terminate, modify or suspend the Competition, including without limitation, the dates and location of filming the Final Period Duels or the extension or modification of the Competition start and end dates.

12. LEGAL WARNING

Any attempt by any individual, whether or not a Participant, to damage, destroy, tamper or vandalize the Competition website or otherwise interfere with the operation of this Competition, is a violation of criminal and civil law and Banger Films reserves the right to seek damages and diligently pursue all remedies in this regard against any offending individual or entity to the fullest extent permissible by law.

These are official Rules. This Competition is subject to federal, provincial and municipal laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participants and Banger Films in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Province of Ontario. These Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over Banger Films.

13. PRIVACY

Banger Films respects your right to privacy. Personal information collected from Participants will only be used by Banger Films to administer the Competition. For more information regarding the manner of collection, use and disclosure of personal information by Banger Films, please email Shredders@bangerfilms.com for a copy of their Privacy Policy.

14. PUBLICITY

By entering this Competition, each Participant consents to the use of his/her name, address (city and province/state), likeness, biographical information, photograph, video, recording, voice, Submission information and Video, and statements without further remuneration, in connection with any publicity carried out by or on behalf of Banger Films, for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.