

KIA CREATOR CONTEST OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. VOID IN QUEBEC, OUTSIDE THE JURISDICTIONS LISTED AND WHERE PROHIBITED. WE ENCOURAGE YOU TO READ THESE OFFICIAL RULES CAREFULLY, AND TO CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THEM OR DO NOT UNDERSTAND THEM. BY ACCEPTING THE TERMS OF THESE OFFICIAL RULES, YOU ARE AGREEING TO GRANT CERTAIN RIGHTS IN RELATION TO THE SONG THAT FORMS PART OF YOUR ENTRY.

CONTEST PERIOD: The entry submission period for the Kia Creator Contest (“Contest”) begins on April 26, 2022 at 12:00am ET and ends on May 10, 2022 at 11:59pm ET (“Entry Period”). All entries received after the Entry Period are automatically disqualified.

ELIGIBILITY: Contest is open to legal residents of the fifty (50) United States, the District of Columbia, Germany, UK, France, Spain, Australia, and Canada (excluding Quebec) who are 18 years of age or older at time of entry. Employees of SoundCloud Global Limited & Co. KG (“Sponsor”) and Kia (“Advertiser”), and their parents, subsidiaries, affiliates and agents (including, without limitation, advertising and promotion agencies), and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, provincial, state, and local laws.

Registration for the Contest must be made personally. Under no circumstance shall registrations made through third parties be accepted.

By participating, each entrant (“Entrant” or “you”) agrees to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest.

HOW IT WORKS: Using the Kia VST audio plugin (“Plugin”) available at <https://kia.soundcloud.com> (“Contest Website”), write and record yourself performing a song (with or without lyrics) that is an original composition and melody (and lyrics, if any) (“Song”). All components of the Song (including, without limitation, the lyrics (if applicable), composition and recorded performance) included with the online entry shall collectively be referred to as “Entry.” Except in the case of an Entrant collaborating with one or more individuals on a Song (“Collaborator(s)”), Entry must be wholly original to Entrant and owned by Entrant. If collaborating, the Entrant (i) will be deemed the individual submitting the Entry, (ii) will be responsible for ensuring that the Collaborators comply with these Official Rules, including, amongst other things, if a Winner, executing an assignment of rights to the Winning Song, and (iii) will be awarded the prize (as detailed below).

HOW TO ENTER: To enter the Contest during the Entry Period, Entrant must follow each of the steps below:

- (1) Download and install the Plugin located on the Contest Website.
- (2) Record an original Song using the Plugin.

- (3) Upload your Song to your SoundCloud page and use the hashtag **#kiacreatorcontest**.
- (4) Go back to the Contest Website and follow the instructions there on how to complete and submit the online entry form, which must include, without limitation, the link to your Song on your SoundCloud page.

There is no limit to the number of Entries you may submit, but all Entries must be unique and submitted separately on the Contest Website. If you do not have a SoundCloud account, you can create an account for free. All applicable SoundCloud terms apply.

Sponsor reserves the right to allow for minor deviations from these Official Rules, as determined by Sponsor in its sole discretion.

CONTENT RESTRICTIONS: Entry may not contain, as determined by Sponsor in its sole discretion, any content that:

- is sexually explicit or suggestive, violent or derogatory, profane or pornographic;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or use of any of the foregoing);
- promotes any activities that are unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive;
- endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about Sponsor, Sponsor's products or services, Advertiser, Advertiser's products or services, or any other person or company;
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without written permission;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor and Advertiser wish to associate; and/or
- violates any law or regulation.

By submitting an Entry, Entrant acknowledges and confirms that the Entry conforms to these Official Rules and understands that Sponsor may disqualify the Entry if that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content, as determined by Sponsor in its sole discretion.

ASSURANCES MADE IN RELATION TO THE SONG: Entrant (and Entrant shall ensure that Collaborator(s), if any) hereby acknowledges and confirms that: (a) subject to the rights Entrant grants Sponsor and/or Advertiser as set forth in these Official Rules, Entrant (and Collaborator(s), if any) owns and/or controls 100% of the copyright in the lyrics, composition and recording of the Song, and has the right to grant the rights set forth in these Official Rules to Sponsor and/or Advertiser, as applicable; (b) the Song is completely original and will not violate, conflict with, or infringe upon any rights of any nature whatsoever of any entity or individual, or cause Sponsor to incur any fees; (c) no assignment has been or will be made of any of the rights to the Song which will prevent Sponsor and/or Advertiser from using the Song as set forth in these Official Rules; (d) Entrant (and Collaborator(s), if any) is not under any recording or publishing agreement or a member of any union having jurisdiction (if any) over the creation, recording or use

of the Song, including, without limitation, music publishers and record companies; and (e) Entrant (and Entrant shall ensure that Collaborator(s), if any) agrees to execute any and all documents necessary to grant the rights to the Song set forth in these Official Rules, if selected as a Winner.

WINNER DETERMINATION: All eligible Entries will be judged by a panel of qualified judges, selected by Sponsor, to determine up to ten (10) finalists (“Finalists”) on the following criteria, with each criterion being weighed equally: (i) musical skill and talent; (ii) originality and creativity; and (iii) overall appeal. In the event of a tie score, the tied Entries will be re-judged based solely on musical skill and talent exhibited. Representatives of Advertiser will judge the Finalists to determine which Entry is most in keeping with Advertiser’s image and is best suited for a future marketing campaign. Sponsor reserves the right to select fewer than ten (10) Finalists. All decisions of Sponsor and judges are final and binding. Sponsor will not reveal the judging scores for any Entry.

WINNER NOTIFICATION AND VERIFICATION: One (1) potential winner (“Potential Winner”) will be notified by email. Potential Winner will be required to provide an MP3 of the Song and all stem files used in the Song. Potential Winner (and Collaborator(s), if any) will be required to sign and return a declaration of eligibility, a liability/publicity release, and a license to Advertiser and SoundCloud to use the Song as set forth in these Official Rules (collectively, “Verification Documents”), all of which must be returned within seven (7) days of the date appearing on the email notification. In addition, Sponsor reserves the right to conduct a background check of any criminal or civil records of the Potential Winner (and Collaborator(s), if any) and disqualify a Potential Winner based on the results of the background check. To the extent necessary and as permitted by law, a Potential Winner (and Collaborator(s), if any) shall each authorize such a background check. Return of any notification as undeliverable, failure to sign and return requested Verification Documents within the specified time period, the inability of Sponsor to contact the Potential Winner within a reasonable time period, the failure of Potential Winner (and Collaborator(s), if any) to agree to a background check (if applicable) and/or pass a background check, as determined by Sponsor in its sole discretion (if applicable), or noncompliance with these Official Rules by Potential Winner (or Collaborator(s), if any) may result in disqualification and, at Sponsor’s sole discretion, an alternate winner will be determined based on the next highest score.

WINNER REQUIREMENTS: The verified winner (“Winner”) (and any Collaborators, if any) agrees to reasonably participate in Sponsor’s production of a video for Advertiser related to Winner’s creative process and relationship with music (“Video”). Winner understands that the Video will be used in accordance with the rights granted in these Official Rules, including, without limitation, posting to Advertiser’s branded SoundCloud profile page and distribution via paid social channels. Winner agrees to participate in the Video at a mutually agreeable date and time and will comply with all requirements provided by Sponsor, which will include complying with these Official Rules, any specific subject or theme requests, and length. Any statements made by Winner in the Video must be true and reflect Winner’s experiences and beliefs.

RIGHTS TO WINNING SONG: By accepting the prize, Winner (and any Collaborators, if any) acknowledges and grants to Advertiser and its affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid up, exclusive, sublicensable and transferable right and license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store,

copy, transmit, publish, post, broadcast, perform, display, adapt, exhibit and/or otherwise use or reuse their Entry (a “Winning Song”) and all materials submitted in connection with the Contest in any and all media or format (whether now known or hereafter developed or discovered), throughout the world, and in any manner, for trade, advertising, promotional, commercial or internal purposes, and without further review, notice, approval, consideration, or compensation to the Winner, Collaborator(s) or any third party. Winner (and Collaborator(s), if any) acknowledges and agrees that the Song may be posted, without limitation, on Sponsor’s and/or Advertiser’s owned and operated websites, mobile apps and social media pages (e.g., Facebook and Twitter) in perpetuity, and be available to be viewed by anyone with access to the internet. Where permitted, Winner agrees to waive all moral rights in relation to the Winning Song, and shall ensure that the Collaborator(s) (if any) also waive such rights.

PRIZE: Winner will be awarded a cash prize of \$5,000 (or €4,500 in the UK and EU), awarded as a check, and the Winning Song may be featured in a global advertising campaign by Advertiser (“Ad Campaign”). All details of how the Winning Song will be included in the Ad Campaign will be determined by Advertiser, in its sole discretion. Attribution for the Winning Song, if any, will be determined by Advertiser. In addition, the Winning Song will be featured as a “Promoted Track” on SoundCloud’s online and mobile properties, with or without accompanying branded content. There is no retail value associated with the Ad Campaign or Promoted Track and cannot be redeemed for cash. The cash prize awarded to the Winner constitutes the total remuneration for both the creation of the Winning Song and the fee for the license granted above in relation to the Winning Song.

Winner may not substitute, assign or transfer a prize, but will be solely responsible for dividing and/or allocating the prize among any Collaborators of the Entry, as applicable. All applicable taxes (including income and withholding taxes), if any, as well as all costs and expenses associated with prize acceptance and use not specified in these Official Rules as being provided, are the sole responsibility of Winner (and any Collaborators, as applicable).

FORCE MAJEURE: In the event Sponsor is prevented from continuing with the Contest due to any event beyond the Sponsor’s control, including, amongst other things, fire, flood, pandemic, epidemic, earthquake, explosion, labour 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, or other cause not reasonably within the Sponsor’s control, the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, postpone, cancel or terminate the Contest without further obligation.

RELEASE OF LIABILITY: By participating, each Entrant (and Collaborator(s), if any) agrees (to the extent permitted by applicable law) to release, indemnify, discharge and hold harmless Sponsor, Advertiser, Pandora Media, LLC or any other third party related to the administration or promotion of the Contest and, if applicable, their respective parent, affiliates, subsidiaries, and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, “Released Parties”) from any and all injuries, liability, losses and damages of any kind to persons or property resulting, in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity, the

acceptance, possession, use or misuse of a prize and/or Sponsor's and Advertiser's use of the rights granted in these Official Rules. Acceptance of a prize constitutes permission to use Entrants' names, likenesses and footage (including for any possible public relations opportunities), and the cash prize shall constitute compensation for such use.

To the extent permitted by applicable law, Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, links, email, posts, mail, or other communications of any kind; or for lost, interrupted or unavailable network, server, internet service provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or any website or platform, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Entrants in Germany, France and Spain: For Entrants in Germany, France and Spain, nothing in this section shall limit in any way the Released Parties' liability for: (i) breach of cardinal obligations (i.e. contractual obligations which must be fulfilled to permit proper execution of the Official Rules and the fulfilment of which may regularly be relied upon by Entrant); however, the Released Parties' liability for slightly negligent breaches of cardinal obligations shall be limited to typically foreseeable damages, (ii) death, (iii) bodily injury or illness, (iv) acts of gross negligence, (v) intentional misconduct, (vi) a guarantee (i.e. an express commitment to be liable for damages even in the absence of any negligent or intentional breach), and (vii) defective products under Council Directive 85/374/EEC, as transposed into national laws, such as the German Product Liability Act (*Produkthaftungsgesetz*), if applicable.

DISPUTES AND GOVERNING LAW:

Entrants in the UK: All issues and questions concerning these Official Rules, Entrant's rights and obligations, or Sponsor's rights and obligations shall be governed by English law and Entrants can bring legal proceedings in the English courts. If the Entrant lives in Scotland, they can bring legal proceedings in either the Scottish or the English courts. If the Entrant lives in Northern Ireland they can bring legal proceedings in either the Northern Irish or the English courts.

Entrants in Germany, France and Spain: For Entrants in Germany, France and Spain, these Official Rules are governed by and subject to the laws of the Federal Republic of Germany. Nothing in these Official Rules shall affect the consumer law rights of the Entrant.

Entrants in the fifty (50) United States, the District of Columbia, Australia, and Canada (excluding Quebec): To the extent permitted by applicable law, by entering Contest, Entrant (and Collaborator(s), if any) agrees that any and all disputes, claims and causes of action arising out of the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in New York, NY. All issues and questions concerning these Official Rules, Entrant's rights and obligations, or Sponsor's rights and obligations shall be governed by the laws of the New York, without giving effect to any choice of law or conflict of law rules.

RESULTS: The results will be posted on or around June 13, 2022 at Contest Website for at least 30 days following verification of the Winner.

PRIVACY: Submission of any content or information on the Contest Website is subject to Sponsor's posted policies, including the Sponsor's terms of use and privacy policy. Any personal information submitted to Sponsor will be used by Sponsor in accordance with Sponsor's privacy policy posted at <https://soundcloud.com/pages/privacy>. Entrants must make any Contributor(s) aware of this information prior to entering the Contest.

Legal Sponsor and Administrator: SoundCloud Global Limited & Co. KG, Rheinsberger Strasse 76/77, 10115 Berlin, Germany.