

OFFICIAL RULES

NO PURCHASE OF ANY PRODUCT OR SERVICE IS REQUIRED TO ENTER OR PARTICIPATE IN THIS CONTEST. PARTICIPATION IN THIS CONTEST IS FREE. PURCHASE OF THE SPONSOR'S PRODUCTS OR SERVICES WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. SPONSOR: Cymatics LLC, 4221 Bells Ferry Road, Kennesaw, Georgia 30144 (the "Sponsor").

2. ELIGIBILITY: The Orchid Beat Contest (the "Contest") is open to all individuals who are fourteen (14) years of age or older at the time of entry (those under 18 years of age, must have permission to enter from a legal guardian). The Contest is void wherever prohibited or restricted by law. The Contest is subject to all applicable federal, state and local laws. Employees, officers, directors, board members and agents of the Sponsor and its affiliates, and the immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) of such persons are not eligible to enter the Contest or win a Prize (as defined below).

3. AGREEMENT TO OFFICIAL RULES: Participation in the Contest constitutes entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning and receiving any Prize is contingent upon fulfilling all requirements set forth in these Official Rules.

4. HOW TO ENTER: The Contest begins at 12:00 p.m. eastern time on April 8th, 2022 and ends at 12:00 p.m. eastern time on May 9th, 2022 eastern time (the "Contest Period"), according to the Sponsor's time clock. Entrants may Submit as solo or as a group.

To enter, entrants or groups must comply with the following entry requirements ("Entry Requirements"): (a) create or log into your Cymatics account (if you do not have a Cymatics account, you will need to create one, and it is free to do so); if you are entering as a group, then you will use one Cymatics account for a single submission only; (b) valid using Facebook or Gmail account (if you do not have a Facebook or Gmail account, you will need to create one, and it is free to do so); (c) create a track using elements from either the "Orchid Pack" beta pack or from "Vibes Bonus Pack", with a creative tract using the melodic elements from either the "Orchid Pack" pack or "Vibes Bonus Pack"; and use proper naming structure for entry - "Artist Name", (ii) "Song Name" and (iii) reference to ORCHID SONG CONTEST. Entrants who comply with the Entry Requirements, the Guidelines and Restrictions (as defined below) and the other terms and conditions of these Official Rules will receive one (1) entry into the Contest ("Entry"). Compliance with the Entry Requirements will be determined by Sponsor in its sole discretion. Only one (1) Entry per cymatics account during the Contest Period is allowed. Multiple Entries from the same person during the Contest Period will be disqualified at Sponsor's sole discretion. Entries that violate, as determined by the Sponsor, in its sole discretion, these Entry Requirements and the Guidelines and Restrictions or do not meet the submission deadlines will be disqualified. If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Entrants are responsible for any data and messaging rates that might apply. This Contest is in no way sponsored, endorsed or administered by Instagram. By entering, you represent and warrant the following with respect to your Entry: (a) you are the sole and exclusive owner of the Entry and the contents and elements thereof; (b) entering as a group, your collective group has sole and exclusive owner of the entry and contents and elements thereof; (c) the Entry is your own creation and is one hundred percent (100%) original; and (c) the Entry will not infringe on any rights of any third parties. By submitting your Entry, you also represent, warrant and agree that your Entry conforms to the Guidelines and Content Restrictions set forth below (collectively, the "Guidelines and Restrictions") and that the Sponsor, in its sole discretion, may deem you or your Entry ineligible and disqualify you from the Contest if it believes that your Entry fails to conform to the Guidelines and Restrictions.

Solo Entries or Group Entries generated by script, macro or other automated means are void. Solo Entries or Group Entries illegally modified will be void.

In the event of a dispute as to the identity of the entrant who has submitted any Entry, the authorized account holder of the

cymatics account used to enter will be deemed to be the entrant and must comply with these Official Rules. The “authorized account holder” is the natural person associated with the cymatics account. Each entrant may be required to show proof of being an authorized account holder. By entering, entrants agree to comply with these Official Rules, including all eligibility requirements. The Sponsor reserves the right to verify eligibility of all entrants. Incomplete Entries, and Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to enrollment or alumni) are void. The Sponsor and its agents are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Entries, for technical failures of any kind, or any human error which may occur in the receipt or processing of Entries. The Sponsor reserves the right to modify the scheduling of the Contest without prior notification.

5. GUIDELINES AND CONTENT RESTRICTIONS:

- (a) The Entry must be an original work of authorship by the entrant and the entrant must own all right, title and interest in and to the Entry;
- (b) Cymatics has complete discretion to accept vocals submitted by entrant (You are allowed to use vocal samples from the Orchid Sample Pack, but not any other vocal samples)
- (c) The entrant must have acquired permissions from individuals included in any Entry subject to the terms of these Official Rules;
- (d) The Entry must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- (e) The Entry must not disparage the Sponsor or any other person or party affiliated with the Contest;
- (f) The Entry must not contain brand names or trademarks other than those owned by the Sponsor, which entrant has a limited license to use to incorporate in his/her Entry in the Contest;
- (g) The Entry must not contain beats or tracks not created by entrant;
- (i) The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- (j) The Entry must not contain material that violates or is contrary to any applicable laws or regulations.

The Sponsor reserves the right to require proof of any permissions in a form acceptable to the Sponsor from any entrant at any time.

6. WINNER SELECTION AND NOTIFICATION: All tracks will be judged on creativity and artistic quality, keep the main melodic elements centered around the pack. Sponsor shall have the sole discretion to select one (1) potential Prize winner, it determines in its sole discretion, from among all of the eligible Entries received during a Contest Period based on this and other criteria that it feels appropriate, in its sole discretion. The decisions of the Sponsor, including any identified judges, production team and/or designated faculty member, are final and binding on all matters relating to the Contest.. The Sponsor reserves the right to extend the Contest Period, the right to cancel the Contest and not award any Prizes if, in its sole discretion, there are not a sufficient number of eligible and qualified Entries received during the Contest Period or as otherwise determined by Sponsor in Sponsor’s sole discretion. The decisions of the Sponsor are final and binding on all matters relating to the Contest. The potential winner will be notified by Sponsor on or around May 16th, 2022 via the cymatics account used to submit such Entry (the “Prize Notification”). The potential winner must then follow the prize claim instructions provided in the Prize Notification or the Prize will be forfeited in its entirety. The potential winner will be required to respond to emails from a representative of the Sponsor

and may be required to submit a valid email address, mailing address, telephone number and/or other information. Except where prohibited, the potential winner (or such potential winner's parent/legal guardian if a minor in his/her state of residence) will be required to sign and return an affidavit of eligibility and liability and publicity release, in form and substance satisfactory to the Sponsor, in order to claim his/her Prize. If a potential winner cannot be contacted, fails to execute and return the affidavit of eligibility and liability and publicity release or

provide any other requested information within the required time period (as applicable), or does not comply with these Official Rules, such potential winner will be disqualified and forfeit any Prize. If a potential winner is disqualified for any reason, the applicable Prize may be awarded to an alternate winner selected from among all applicable eligible Entries. Only two (2) alternate winners may be determined, after which the applicable Prize will remain unawarded. The potential winner who complies with all of the foregoing requirements and ultimately receives a prize is known as a "Winner". The Winner may be announced by the Sponsor via Facebook (<https://www.facebook.com/cymaticsfm>) and/or Instagram (@cymaticsfm).

7. PRIZE: There will be one Winner awarded during the Contest Period. The Winner will be awarded a \$1,000 cash, Cymatics Plugin Bundle (retail value \$375), ADAM Audio T7V Monitors (retail value \$550), Every Cymatics pack ever released to their cymatics account (retail value \$5,000+), Cableguys Plugin Bundle (retail value \$184) and XLN Audio Plugin Bundle (retail value \$1,020).

Each Winner is solely responsible for all applicable taxes and other unspecified expenses which may be required for the use of the Prize. Additionally, depending on the location of Winner, Winner shall be responsible for all costs of shipping or delivery of the Prize and may be required to provide money (in US dollars) for shipping/delivery in advance of shipping/delivery via Paypal or Western Union. No substitutions of the Prizes by Winner is permitted. In no event will Sponsor award more prizes than are provided for in these Official Rules and Regulations. The names and prizes pictured are used for purposes of prize description only and the use is not intended to suggest or imply participation, sponsorship, endorsement or approval of Contest. All trademarks used herein are the property of their respective owners.

8. ODDS: Odds of winning depend upon the number of eligible Entries received during the Contest Period.

9. PRIZE CONDITIONS: Selection and specifics of all Prizes will be determined at the Sponsor's sole discretion. All Prizes are subject to availability. The Winner is not entitled to any surplus between the actual retail value of his/her Prize and its stated approximate retail value; and any difference between the stated approximate retail value and actual value of the Prize will not be awarded. No cash redemption or prize substitution allowed, except by the Sponsor, who reserves the right in its sole discretion to substitute cash value or another prize it believes is of equal or greater value. All prizes are non-transferable. All Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prizes are at the Winner's sole risk and the Sponsor is not responsible for damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any of the Prizes. The Sponsor reserves the right to verify eligibility of the Winner. If any Winner is unable to accept a Prize or any portion of a Prize for any reason, the Sponsor shall have no further obligation to such Winner.

10. TAXES AND COSTS RELATED TO THE PRIZES: All applicable taxes, tariffs, shipping or delivery fees and other fees are the sole responsibility of the Winner. The Winner may be issued a 1099 tax form for the approximate retail value of the applicable Prize.

11. GENERAL CONDITIONS: By participating in the Contest and/or by accepting a Prize, participants: (a) agree to be bound by these Official Rules, the decisions of the Sponsor and/or its designees and (b) agree to release and hold harmless the Sponsor and their respective affiliates and any Prize provider, together with their respective employees, directors, board members, officers, licensees, licensors, shareholders, members, attorneys and agents including, without limitation, any person or entity associated with the production, judging or administration of the Contest (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in

connection with, or related to their participation in the Contest and/or their use or misuse of any Prize. By accepting a Prize, the Winner consents to the use of his/her name and/or likeness (voice, biographical information, city and state of residence, statements, screen name/Instagram handle, photograph, and recordings) for advertising and promotional purposes (including, but not limited to, use on the Sponsor's website without additional compensation, except where prohibited by law). The Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of the Contest for any reason at any time. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. FREE TO ENTER CONTEST: The Contest is free to enter and designed to increase consumer awareness of and interest in the Sponsor. The Contest may not be used for any form of gambling. In the event that the Contest is challenged by any legal or regulatory authority, the Sponsor reserves the right to discontinue or modify the Contest, or to disqualify entrants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any entrants who are disqualified due to such an action.

13. RELEASE: All decisions of the Sponsor are final and binding; and entrants agree to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By accepting a Prize, the Winner agrees to release the Released Parties from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of any Prize. The Sponsor reserves the right to use the Contest for publicity purposes in any media and to use the name, screen name/handle/username, likeness, and hometown name and/or Prize information of selected entrants as part of that publicity, without any compensation or prior review unless prohibited by law. This Contest is void where prohibited or restricted by law, and subject to applicable federal, state, and local laws. The Sponsor reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. The Released Parties shall not be liable for: (a) late, lost, delayed, stolen, misdirected, postage due, incomplete, unreadable, inaccurate, garbled or unintelligible entrants or entrant's ID or communications; (b) telephone system, telephone or computer hardware, network, server, internet service provider, satellite, cable, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry or other materials; (d) any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Contest; or (e) any printing, typographical, administrative or technological errors in any materials associated with the Contest. The Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should any unauthorized intervention or other cause beyond the Sponsor's control corrupt the administration, security or judging of the Contest.

14. USE OF PERSONAL INFORMATION: In order to participate in the Contest, participants will be required and requested to supply certain information about themselves. The Sponsor has specified which information is mandatory in order to participate in the Contest. Any information provided to the Sponsor will be used by the Sponsor or any Prize provider for the purposes of administering the Contest and for marketing purposes, but will not be sold or rented to third parties. The personal information will be collected, processed and used in accordance with the Sponsor's privacy policy which can be found at <https://cymatics.fm/pages/privacy-policy>. By participating in the Contest, entrants agree to the Sponsor's collection and usage of their personal information and that they have read and accepted such privacy policy. In addition, personal information may be used by the Sponsor to contact you after the Contest is over to provide you with information about the Sponsor and its activities and other promotions.

15. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATIONS OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

16. DISPUTES: Each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class

action, and any judicial proceeding shall take place in a federal or state court in Atlanta, Georgia; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

WINNER'S LIST/OFFICIAL RULES: For a list of Winner(s) or a copy of the Official Rules, please send a self-addressed stamped envelope to: Cymatics LLC, PO BOX 2020 Lebanon GA 30146: Orchid Beat Contest, to be received no later than the date that is 60 days after the end of the Contest Period. Winners' lists will be sent once a Winner has been verified and the Prize has been awarded. The Official Rules can also be located online at <https://remixcontest.cymatics.fm/contests/orchid-beat-contest>.