

**Foals Remix Competition (“Competition”)
Terms & Conditions**

1. The Competition is promoted by Warner Bros Records (“Warner”), 12 Lancer Square, London.
2. To qualify for entry into the Competition, You (and /or “Entrant”) must have read the terms and conditions hereof and have submitted your own remix of the track “Electric Bloom” (“the Track”) by Foals (“the Artist”) as instructed before 30th May 2008 (“Closing Date”). No entries will be accepted as eligible after midnight on this Closing Date. Only one entry will be accepted per person for this competition, and this will be the first entry received.
3. The Entrant agrees to submit their own remix of the Track (“the Remix”) by the Artist.
4. To enter the competition the Entrant will be required to go to the website at url www.last.fm/ [] (the “Website”) prior to the Closing Date and follow the instructions to download the Track for the sole purpose of creating the Remix. By doing so Entrants hereby unconditionally agree that the copyright in the Track will remain the property of Warner and that any use of the Track for any purpose other than creating the Remix is strictly prohibited. Entrants will be required to submit their name, address and email address when visiting the Website for the purpose of downloading the Track. Entrants will submit their Remix of the Track via the Website by the Closing Date. All remixes must be submitted in format(s) conforming to 7 Digital and Last.fm’s technical requirements. By doing the above the eligible entrant will be entered into the Competition and will qualify as an Entrant.
5. Warner and/or Last.fm will be unable to return any submitted Remixes and do not accept any responsibility for late or lost entries. Proof of sending is not proof of receipt.
6. Warner reserves the right to cancel or change this competition at any stage, if deemed necessary in Warner’s opinion.
7. The Remixes will be made available for preview and free download on the Website. The top ten Remixes, measured by unique listeners, will each be finalists. Artist will select a winner (“Winner”) from the ten finalists. The Winner will be the entry judged by the Artist as the best entry based on the following equally weighted judging criteria: (i) originality and (ii) quality of the Remix. The decision of the Artist shall be final and no correspondence will be entered into. The winning Remix will be considered to be included as a 7 Digital release. Warner shall not be obliged to include the Remix as a download.
8. In addition the Winner will also receive a signed copy of the album “Antidotes” by Artist (“Artist Album”)
9. Nine runners up (the finalists not selected as the Winner) will receive a signed copy of the Artist Album.

10. The Prizes will be delivered to the Winner and runners up by Warner and must be taken as stated and cannot be deferred. There will be no cash alternative. Warner reserves the right to substitute the Prizes with another prize of equal or greater value at any time. Finalists will be contacted by Warner or a designated representative by private message to the personal account that was provided when the user registered for the Competition, on or before []. If a finalist has not contacted Warner to claim their prize by [insert date], the finalist shall forfeit the right to claim their prize and Warner shall have the right to select an alternative winner.

The Winner will be contacted by Warner or a designated representative by private message to the personal account that was provided when the Entrant registered for the Competition, on or before [].

11. By entering this Competition and in consideration of the chance of winning this prize you acknowledge that you will receive no further remuneration or compensation for the material you send to Last.fm and you waive absolutely any and all moral rights arising under Chapter 4 of the Copyright Designs and Patents Act 1988 and, so far as is legally possible, any equivalent rights you may have in any territory in the world.

12. Entrant warrants that the track they send to Last.fm will not: (i) violate or infringe the intellectual property rights or any other rights (including any rights of privacy and moral rights) of any third party; and (ii) be defamatory, false, illegal, obscene, hateful, discriminatory, or contain any material that may incite racial hatred or terrorist activity.

Entrant further promises to defend, indemnify and hold Last.fm and Warner harmless from and against all costs (including reasonable legal costs), expenses, liabilities (including any tax liability), or damages arising out of any claims, demands, or other proceedings brought by a third party against Last.fm or Warner arising or resulting from any breach by Entrant of its warranties in his section 11.

13. By entering the Competition and submitting the Remix you irrevocably agree that the entire copyright and all other rights in the Remix produced by you are vested in ("Warner") throughout the world for the full period of copyright and all extensions and renewals thereof and insofar as any rights (including without limitation copyright) are vested in you, you hereby assign to Warner the aforesaid rights and Warner shall be free to exploit the Remix and any parts or derivatives thereof and to authorise others so to do so without further reference or payment to you.

14. The Competition is open to everyone aged 18 or over. Notwithstanding the foregoing by submitting their Remix Entrants under the age of 18 thereby warrant that they have obtained parental consent to assign their Remix to Warner.

15. Warner and Last.fm do not take responsibility for any Remix posted on the Website which are copied or transferred in any way from the Website and used outside of the Website by any unauthorised third party. As an Entrant, you release Last.fm and Warner you release Last.fm and Warner from any

and all liability, claims, demands, and causes of action for personal injury and/or damage, theft, or loss suffered in connection with this Competition or the use or acceptance of the prize or any portion thereof (save where due to Last.fm or Warner's negligence). You agree to Last.fm and Warner using your name and likeness for advertising and publicity purposes without any compensation.

16. Last.fm and Warner will only use your personal details for the purposes of administering this competition and will not provide them to any other organisation without permission. Entry in the Competition implies acceptance of these terms and conditions as final and binding.
17. This Competition and the rules of the Competition are governed by the laws of England and the parties shall submit to the exclusive jurisdiction of the courts of England. This competition is void where prohibited by local law.