

## **Sennheiser "Sennheiser Roadie Internship" Contest Terms of Participation**

Before you participate, please carefully read through these terms of participation. You must accept and comply with them in order to participate in the contest.

### **1. Description of the Contest.**

Sennheiser electronic GmbH & Co. KG, Am Labor 1, 30900 Wedemark, (hereinafter "Sennheiser") is holding a contest, where up to fifteen participants will be selected to go on tour with a rock, jazz or pop band ("Band") after completing an introductory course in sound engineering and will work as intern roadies in this capacity ("Contest"). Sennheiser is offering an internship ("Internship") for up to fifteen winners ("Winners") as well as other prizes (§ 6). I am aware that Sennheiser reserves the right, should the participant not make his/her own application video, to create various videos ("Participant Video") and to make extensive use of such participant videos, audio recordings, and the videos I create of the band extensively, particularly on television, radio, on the internet, and on all other media.

### **2. Eligibility**

Only citizens who are not minors and reside in the European Economic Area (EEA) are eligible to submit an application to Sennheiser to participate in the contest ("Application"). Adult age (no longer a minor) is prescribed by the laws of the participant's native country. Members of the professional panel of judges, Sennheiser employees, and their families and relatives are not eligible to participate. These groups of persons may not participate in the contest. In his/her application, the participant should describe why he/she should be chosen as a winner. Each participant may only submit one application.

### **3. Form of Application**

You can apply in one of the following two ways:

a) Application using the form provided at the website [www.sennheiser-stagemeister.com](http://www.sennheiser-stagemeister.com) in German or English stating one's name, contact information, and other information requested on the website application form including the upload of a video file and/or graphic file in the formats .WMV, .MOV, .MPG, mpeg, .fly or .AVI and a maximum file size of 1024 MB.

b) Application by mail ("Mail Application") to

Sennheiser electronic GmbH & Co. KG, Am Labor 1, 30900 Wedemark

each with an enclosed photo or video of the participant and a conclusive explanation from the participant as to why he/she should be chosen as a winner.

### **4. Cut-Off Date for Applications**

Sennheiser will not return the application to the participants. The deadline for applications, that is, the last day for uploads, is midnight CET on May 15, 2009. Any applications uploaded or which are received by Sennheiser after this time can no longer be considered. The date of the postmark is decisive for mail applications.

### **5. Selection Criteria**

The winners will be selected by a panel of professionals ("Judges") - if applicable, after conducting a telephone interview and/or by way of comparison with the 3 top finalists ("Final"). The decision of the judges is final and no reasons for their decision will be provided. In the event of insufficient quantity and quality of applications submitted, Sennheiser reserves the right to withdraw its call for applications.

The judges will apply the following criteria in selecting the winners:

- Outstanding communication skills, professional presentation, and work ethic
- High willingness to learn and ability to multi-task
- The ability to remain calm in stressful situations
- Technical knowledge, expertise, and experience in carrying out live concerts
- Technical knowledge, expertise, and experience with computers and new media, particularly with audio and video recordings

The winners will be notified by phone and announced on the contest website. If a winner cannot be reached by phone within five (5) business days, Sennheiser reserves the right to choose another winner, to whom the same rule applies. The winners are notified by phone and then invited to attend a Sennheiser workshop. The place and date of the workshop will be announced at a later date. Sennheiser will cover the costs of travel and accommodation associated with the workshop for the winners.

If requested by Sennheiser, the winners are to prove their identities themselves by presenting identification.

## 6. Price

The winners will receive a short introductory course in sound engineering.

The winners will also receive an internship lasting a few days, the timeframe for which will be announced at a later date. This includes the following benefits:

Reimbursement of travel costs, room and board

All travel services associated with the internship (trip to and from the airport/railway station closest to the place of residence, standard accommodation, transfers, lunch, supper) will be organized by Sennheiser and Sennheiser will also cover the costs for this. The participant is to cover costs for services not mentioned in the aforementioned list as well as any taxes or other expenses incurred.

The prize is bound to the selected person, is not transferable, and will not be paid out in cash. Sennheiser reserves the right to change the prize for a good reason providing this does not reduce the monetary value of the prize.

The winners will receive an intern contract in German or English and are obliged to sign these terms of participation.

## 7. Legal Transfer

In submitting the application,

- a) I hereby grant Sennheiser, its affiliates, respective legal successors, licensees (hereinafter "Entitled Parties") all proprietary rights of use, ancillary copyrights, and other rights to my application that have already originated and originate and/or which I have acquired and those yet to be acquired and to other work I completed, presentations, appearances, and all interview, film and video recordings of interviews, press kits, b-roll footage, video news publications, and all other material concerning my person produced by the Entitled Parties and any film, audio, and/or video recordings of the band I create (hereinafter individual referred to as "Production") for exclusive use any number of times and without restriction on content, time, and location (hereinafter "Rights"). This transfer of rights particularly includes, without being solely restricted to, the right to completely or partially adapt the production or parts thereof while protecting the author's moral rights, also to use, duplicate, and disseminate in connection with other works or work pieces on all media and forms of presentation employing media (in particular, but not exclusively on radio, television, cinema, phone waiting loops, in software, on the internet, at events, for viral marketing etc.) or types of use not yet known. This transfer of rights also particularly includes, but is not exclusively restricted to, the adaptation rights, broadcasting rights, presentation / theater rights, the digital exploitation, database, and telecommunication rights, the videogram rights, rights of call-up and online rights as defined by § 19 a UrG [Copyright Act] including the audio and video-on-demand right and the download-to-own/electronic sell through right, the sound carrier right, the merchandising right, ancillary print rights, and other multimedia rights, the right to advertise and exploit excerpts, the master right, archiving, festival and fair rights, stage and radio performance right, audiotext and teletext rights and the right to cable rebroadcast with the exception of the rights exercised by copyright organizations;
- b) I grant the Entitled Parties the unrestricted right to use and exploit my name, biographical information, voice, appearance, likeness, presentations and other contributions I make, my interviews and recordings on all known media and all media yet to become known and in all types, forms or means of exploitation known or not yet known without any restriction in terms of content, time or location. In particular, the may occur, but is not exclusively restricted to, for the purpose of public relations and/or advertising on the part of the Entitled Parties, e.g. on the contest web pages. I agree that the production no longer need be presented for my approval prior to its publication;
- c) for my cooperation and the transfer of rights, I will receive no remuneration with the exception of the prize. Sennheiser will decide at its own discretion whether I will be mentioned to the extent required by law;
- d) I declare my express consent that the Entitled Parties are not liable to me for any damages, which arise from the improper presentation or perception of my person and which may arise due to the publication of my name, my appearance or the recorded interviews;
- e) the Entitled Parties may transfer the rights to third parties in full or in part and grant such parties the exclusive or non-exclusive rights of use. They are, however, not obliged to use the production or avail themselves of the rights transferred with this agreement.

## 8. Exclusivity

I commit not to make the application available to any third parties for use, advertising or exploitation.

## 9. Use of Personal Data, Photos, and Statements

I expressly agree that all information I have provided and my personal information, biographical information, and photographs of me as well as all statements I make may be stored, adapted, used, and published by Sennheiser on all media at its discretion in the scope of the contest in compliance with legal data protection regulations as long as this

occurs in accordance with the privacy statement enclosed in Annex A while safeguarding my legitimate interests. I am entitled to request information regarding my personal data that is stored and am also entitled to the correction of incorrect data, the blocking and deletion of this data. Sennheiser reserves the right to not use information provided by the participant, personal information, biographical information, and photographs of the participant as well as statements made by the participant or only to do so for a limited time, in an abbreviated or adapted form or to entirely omit it.

**10. Liability Limitation**

Sennheiser is liable without limitation in the event of intent, gross and minor negligence, in the event injury to life, limb or health. To the extent Sennheiser neglects a significant obligation, Sennheiser is liable for the damages to property and financial losses attributed to this, which were reasonably foreseeable upon the conclusion of this agreement, up to a maximum amount of EUR 5,000.00. Liability for all other damages is excluded.

**11. Assurance**

I assure

- a) that I myself have submitted the application, that I myself have created it and no third parties may assert any rights, particularly any author's moral rights, trademarks, master rights or proprietary rights of use;
- b) that I have not submitted my application either in full or parts thereof in other contests, for offers of reward or the like and I created the application only for this contest;
- c) that my application does not contain any look-alikes or sound-alikes of known living or deceased persons;
- d) that my application does not contain any incorrect information or abusive criticism relating to third parties;
- e) that my application does not contain any covert advertising or promotion of certain products, companies or services;
- f) that my application does not have any obscene, sexually salacious, discriminatory, racist, violent pornographic content, is free of nude footage, depictions of dangerous acts, and damage to property or injury to persons and in general will not damage the image of Sennheiser (the decision as to whether this is the case is subject to the discretion of the judges);
- g) that I have informed all persons, who appear in the application, of the manner in which the application may be used by Sennheiser and all persons appearing in the video (or in the event of underage persons, their guardians) have provided their written consent;
- h) that I do not suffer from any health condition that would impair my ability to complete the internship.

and in this respect, I indemnify Sennheiser from all third-party claims (in particular claims to the compensation of damages regardless on what legal grounds as well as costs of asserting rights etc.).

**12. Willingness to Participate and Full Possession of Sound Mental Abilities**

I declare that I have carefully read through and fully understood this document. I declare that I am of adult age (no longer a minor) according to laws of my country, am able to grant the rights transferred in this agreement and that I have signed this agreement voluntarily and am in full possession of my sound mental abilities.

**13. Breach of these Provisions, Disqualification**

A breach of these provisions particularly, but not exclusively represents multiple application submissions, not complying with the cut-off date for applications, insulting or threatening other participants, not signing the terms of participation in writing as well as a breach of the assurances. Such a breach results in the disqualification of the participant. In the case of doubt, the judges will decide on the disqualification at its own discretion.

Sennheiser reserves the right to refuse the participation of persons for a good reason and to exclude them from further participation. This particularly applies to persons suspected of using impermissible means to participate in the contest or who otherwise attempt to gain an advantage for themselves or third parties by way of manipulation (e.g. automated participation, providing false information). In the aforementioned cases, the participant will be excluded from the contest and those aspects which afford special advantages will be withdrawn from consideration. If such advantages have already been accepted, then they can be rendered invalid.

If a winner damages the image of the contest or Sennheiser, the prize may be immediately withdrawn.

**14. Termination of the Internship**

The internship is not an employment relationship. Sennheiser reserves the right to terminate the internship effective immediately without providing reasons. A reason for termination particularly exists if the participant discredits the band he/she is on tour with, ridicules the band, insults it, or inflicts other damages, or if he/she generally damages the public image of Sennheiser with statements in interviews, obscenity etc. The winner may also terminate the internship effective immediately without providing reasons.

**15. No Divergent Agreements**

This agreement contains all arrangements between the parties. It replaces all prior declarations, correspondence or letters of intent. Divergent and supplementary provisions as well as ones which forego

the requirement for written form may only be agreed upon in writing. Written or verbal arrangements do not exist neither on an implied nor an explicit basis.

**16. Subject to Change**

Sennheiser reserves the right to change or supplement these terms of participation at any time and to restrict or discontinue the execution the contest to the extent orderly execution can no longer be assured for legal or factual reasons.

**17. Exclusion of Legal Recourse**

Legal recourse is excluded. The laws of the Federal Republic of Germany shall apply exclusively.

**18. Severance Clause**

Should any provision of this agreement prove to be void or unenforceable, this shall not affect the validity of the remaining provisions. The parties shall agree to replace the invalid or unenforceable provision with a valid one, which comes most closely approximates the sense and purpose of the invalid or unenforceable provision. In the event of a lacuna in the agreement, the provision which corresponds to what would have been the intent based the sense and purpose of this agreement shall apply.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Age and Date of Birth

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Address (street, city, zip code)

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Cell phone number

**Annex A: Privacy Statement**

I am aware that my information, in particular, but not exclusively restricted to, my name, address, age, phone number, email address (hereinafter: "Personal Data") has been made available to Sennheiser electronic GmbH & Co. KG ("Sennheiser"). Sennheiser is only authorized to use my personal data in conjunction with the contest "Sennheiser Roadie" and make it available for general marketing purposes at Sennheiser commercial outlets around the world (hereinafter "Sennheiser Commercial Outlets") if this is required or permitted by applicable law or if my consent has been obtained.

Sennheiser has advised me that:

- my personal information will also be made available to suppliers of Sennheiser Commercial Outlets, but only in conjunction with the "Sennheiser Roadie" contest and for general marketing purposes. I am aware that Sennheiser Business Outlets and their suppliers are headquartered in various countries and that many of these countries have data protection laws that do not comply with the regulations nor do they provide the level of protection afforded by the data protection laws of my native country.
- all applications, contributions or other work I complete, presentations, contest numbers, appearances, and all interviews may be published and made available to be public by Sennheiser Commercial Outlets on all media, such as on the internet.
- Sennheiser Commercial Outlets are obligated to adequately protect and safeguard my personal information.
- I have access to my personal information in compliance with applicable law in order to update, correct, delete or block it and that I must contact the following person in this regard:  
[Name, address, email, fax, phone number]
- In the event that I have questions or wish to withdraw or limit this consent to the use of my personal data, I may contact the following person:  
[Name, Address, email, fax, phone number]

In submitting my application, I assure that I have informed all persons, who are mentioned in the application, of the manner, in which Sennheiser Commercial Outlets may use the application and that all these persons have provided me with their written consent. In the event any of these persons should wish to access his/her personal data or intends to withdraw his/her consent, I shall act on their behalf.

**I expressly declare my consent to the collection, processing, usage, transfer, storage, and disclosure of my personal information by checking the field below ("I consent") and in signing this agreement. I am aware that I may not participate in the Sennheiser "Sennheiser Roadie" Contest if I check the field "I do not consent" or if I have not checked either field.**

**I consent**

**I do not consent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Age and Date of Birth

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature