

Winamp Player Derivatives NFT Initiative

Terms and Conditions

Please read these Terms and Conditions carefully

The Winamp player skin art derivatives submission and selection take place in the framework of the Winamp NFT initiative (the “Initiative”) launched by Winamp SA, a public limited liability company having its registered office address at 451 route de Lennik, 1070 Anderlecht, Belgium and registered with the Crossroad Bank for Enterprises under number 0547.610.431 (email: welcome@winamp.com) (“Winamp”) and its affiliates. By electing to participate in the Art submission described below, you as the Art creator (“Creator” or “You” or, by reference, “Your”) fully and unconditionally accept these Terms and Conditions.

Description of the Initiative: Winamp has decided to invite any creator to create and submit an artwork derived from the original Winamp player skin (such derived artwork being hereafter referred to as the “Art” or “Derivative”), among which 20 Derivatives will be selected and sold by Winamp as Non-Fungible Tokens (“NFTs”).

There will be 1997 derivatives copies in total (19 derivatives * 100 copies and 1 derivative * 97 copies). If You wish to participate, You can submit Your Art by filling in the form made available through the Initiative webpage. Submissions are open from March 16th until April 15th, 2022. The selection will be made by Winamp at its sole discretion and the selected Derivatives will be announced on May 15th, 2022 (the “Selection Date”).

If Your Art is selected amongst the 20 winners, after deduction of the marketplace service fee and other transaction fees, You will receive royalties as follows:

- 20% of the proceeds from the primary sale of the Art NFT (while the remaining 80% will go to Winamp for redistribution to charity projects);
- 10% of the proceeds from any secondary sale (Winamp will keep 10% for redistribution to charity projects; the remaining 80% will go to the reseller).

Royalties will be redistributed to You by Winamp on a quarterly basis once it has received the proceeds from said sales.

Winamp will do its best to carry out said redistribution in the same monetary unit as the one in which it received the proceeds from the sales.

Conditions of eligibility to participate in the Art submission

You must be at least 18.

You must fill in the online form made available for the Art submission on the Initiative webpage and provide accurate information (incl. name, email address, Ethereum address).

You must have an Ethereum wallet in order to receive Your share of the proceeds from the primary and secondary sales of the NFT associated to Your Art, if the latter is selected among the 20 winners.

Your submitted Art must comply with the requirements set forth in the section “Art requirements”.

Art requirements

The Art that You submit must comply with the following requirements.

- Art must be native digital (Image, Animation, Image cover + Audio, Document, Code ...).

- Art must be an ORIGINAL derivative work of the original Winamp player design, an image of which is provided on Winamp NFT initiative website.
- Art must not contain NSFW content, nor hate content nor any inappropriate content.
- Only 1 submission per Creator.
- Art must not have been published anywhere public prior to submission.
- Art must not be published anywhere public before the 20 winners are announced.
- Art must not be minted (Winamp will take care of the minting process).
- Art must not infringe any third-party intellectual property rights or violate any laws.

Intellectual Property

If Your Art is selected as one of the 20 winners

As the Creator and author, You transfer and irrevocably assigns to Winamp all rights, title and interest in the copyright to the Art, and all other intellectual property rights associated and subsisting in the Art, as from the Selection Date and for the whole world. Winamp shall be the exclusive owner of the Art and of the copyright in the Art from the Selection Date forward and shall have the exclusive right to secure registration of the copyright in the Art internationally. With the exception of the right to be credited as the author (as detailed below), no rights in the Art or in the copyright in the Art shall be retained by You, nor shall there be any reversion of those rights to You in the future.

You agree that the exclusive rights assigned and transferred to Winamp shall include the right to reproduce the Art, the right to prepare derivative works based on the Art, the right to distribute copies to the public of the Art, the right to display the Art publicly, the right to mint NFTs of the Art, the right to alter, exploit and make changes to the Art, including any and all other privileges and rights to the Art attributed to a copyright owner.

You agree that this assignment and transfer of copyrights in the Art, will remain in effect for the entire duration of such copyrights and will include all exclusive rights, interest and ownership under the copyright laws.

As from the Selection Date, You will be allowed to display the Art on public feeds such as on twitter, forums, etc. as well as in Your portfolio(s), art book(s) and website(s) and other exhibits or promotional materials for the purpose of recognition of creative excellence or professional advancement and to be credited with authorship of the Art, it being agreed and understood that no commercial use is allowed, and provided that all such displays of the Art shall bear Winamp's copyright notice in the following form: "Copyright 2022 Winamp. All Rights Reserved."

Waiver of moral rights by You:

If Your Art is selected as one of the 20 winners, to the extent permitted by the applicable laws and with the exception of the right to be credited as the author, You agree to forever waive Your moral rights / droit moral to the Art as from the Selection Date.

This waiver applies to all applicable uses reserved to an owner of a lawfully copyrighted work under the copyright laws, including but not limited to, display the Art publicly and to any and all applications in which either the attribution right, the integrity right, or the personal moral right may be implicated.

The terms, covenants, and provisions of this assignment shall inure to the benefit of Winamp, its officers, successors, assigns, and/or other legal representatives, and shall be binding upon the Creator.

If Your Art is not selected as one of the 20 winners

You retain full ownership thereof but You grant to Winamp a worldwide, non-exclusive, royalty-free license to use, copy and display the Art.

Personal Data

For the purpose of Your participation in the Initiative, Winamp will collect some personal data from You (name, email address, Ethereum address). Such data shall be treated by Winamp in accordance with its Privacy Policy available on its website www.winamp.com.

Acknowledgements, representations and warranties

As the Creator You warrant and represent that:

- a) The Art is an original work of authorship;

- b) You are the author of the Art;
- c) The Art does not infringe any existing copyright;
- d) You have not entered into any assignments, transfers, licenses, contracts or mutual understandings in conflict with these Terms and Conditions;
- e) There are no claims currently pending or threatened, nor does You have any reason to believe that any claims will be brought or threatened in the future, against the right, ownership or interest in the Art.

You acknowledge and agree that You are solely responsible for (a) maintaining the security of Your computer(s) or device(s) used for participating in the Art submission and for accessing Your Ethereum wallet and (b) the custody of and access to Your Ethereum wallet. In particular, You shall take all necessary precautions to keep Your private key and recovery seed phrase / words, and any relating password, safe from being lost, stolen or harmed in any way. You acknowledge and agree that Winamp shall not be liable for any damage resulting directly or indirectly from Your loss of access to Your computer(s), device(s) and/or Ethereum wallet for whatever the reason.

You acknowledge and agree that You are solely responsible for providing Winamp with Your correct Ethereum address in the Submission form. You acknowledge and agree that, if Your Art is selected as one of the 20 winners, not providing Your Ethereum address accurately will result in not receiving Your share of the proceeds from the primary sale and secondary sales of the Art NFT if any. You acknowledge and agree that Winamp shall not be liable for any damage resulting directly or indirectly from You indicating a wrong or inaccurate Ethereum address, including but not limited to, not receiving Your share of the proceeds from the primary sale and secondary sales of the Art NFT if any.

The Ethereum smart contract set up by Winamp so that royalties can be paid out to You on secondary sales uses the EIP-2981 standard. As explained in the Ethereum Improvement Proposal EIP-2981, this standard allows contracts, such as NFTs that support ERC-721 and ERC-1155 interfaces, to signal a royalty amount to be paid to the NFT creator or rights holder every time the NFT is sold or re-sold. Winamp draws Your attention to the fact that the implementation and the execution of this royalty payment standard and process by a marketplace must be voluntary and Winamp has no control over it.

Therefore, You acknowledge and agree that the good execution of the Ethereum smart contract set up by Winamp so that royalties can be paid out to You on secondary sales depends on (i) the marketplace used by the reseller; (ii) whether said marketplace uses the EIP-2981 standard; (iii) whether said marketplace has properly implemented and actually activated the EIP-2981 standard ; consequently, You acknowledge and agree that Winamp shall not be liable in the event of absence of said royalties payment, and for any damage resulting directly or indirectly from an improper implementation or the lack of implementation of the royalties payment process by the market place and/or the reseller.

You acknowledge and agree that Winamp will not be able to distribute royalties to You if it has not received any proceeds from the sales of the NFTs.

Indemnification:

You agree to indemnify Winamp against any loss or damage (including any related legal costs or expenses properly incurred) incurred by Winamp as a result of any breach by You of Your acknowledgements, representations and warranties under these Terms and Conditions.

Severability:

If any provision of these Terms and Conditions is held by a court to be unlawful, unconscionable, invalid, unenforceable or in conflict with any rule or law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

Miscellaneous:

Winamp is not an agent, broker, insurer, or advisor & does not provide financial services.

Winamp shall not be liable and not be bound to fulfil any obligation towards You in case of force majeure.

Force majeure is understood to mean: any unforeseeable event beyond the reasonable control of the parties or any foreseeable event the consequences of which cannot reasonably be avoided, which wholly or partly prevents, delays, or substantially complicates the execution of the obligation. This includes, but is not limited to: fire, flood, war, embargo, riots, the actions of any governmental authorities, administrative measures, hacking, contractual failures by third parties, errors or delays attributable to third parties, sudden illness and network/internet/telecom failures.

In the event of force majeure, the obligations of Winamp shall be suspended. In such a case, Winamp will make all reasonable efforts to limit the consequences of the force majeure situation.

Governing law and dispute resolution

These Terms and Conditions and all matters relating to Your participation in the Initiative, including all disputes, must be read and construed in accordance with the laws of Belgium, without regard to its conflicts of laws provisions.

You agree to the personal jurisdiction by the courts of Brussels, Belgium, and waive any objection to such jurisdiction or venue.

Version March 14th, 2022