TERMS AND CONDITIONS
APPLICABLE TO WEBSITES AND MOBILE APPLICATIONS
OF
SONY MUSIC ENTERTAINMENT ASIA INC.

These terms and conditions (the “Terms”) govern your access to and use of Sony Music Entertainment Asia Inc.’s websites and mobile applications (“Site”). By accessing or using the Site, you are agreeing to these Terms and entering into a legally binding contract with Sony Music Entertainment Asia Inc. (“SME”). It is important that you read carefully and understand the Terms. Do not access or use the Site if you are unwilling or unable to be bound by the Terms.

Any references to “you” and “your” refer to you, as a user of the Site. References to “we”, “us” and “our” refer to SME.

1.  CHANGES TO THE TERMS AND CONDITIONS
We may modify the Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. All material modifications will apply prospectively only. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Site after any posted modification to the Terms indicates your acceptance of the modification.

2.  USING THE SITE
A. Permission to Use the Site: We grant you permission to use the Site subject to the restrictions in these Terms. We may terminate your permission to use the Site for any conduct that we consider to be inappropriate, or for your breach of these Terms, including the Restrictions listed in paragraph 4. Your use of the Site is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.
B. Site Availability: The Site may be modified, updated, interrupted, suspended or discontinued at any time, for any or no reason, without notice or liability to SME.
C. User Accounts: You may need to register to use part of the Site. We may reject or require that you change any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you are responsible for any use of your user name and password, and you agree to promptly notify us of any confidentiality breach or unauthorized use of your user name and password, or your Site account. We reserve the right to close your account at any time, at our sole discretion, for any reason whatsoever. Furthermore, we reserve the right to reveal your identity (including whatever information we know about you) in the event of a complaint or legal action arising from any message posted by you or when necessary to protect safety and security.

3.  CONTENT
A. Responsibility for Your Content: You alone are responsible for the content of your messages, and you agree to indemnify and hold harmless SME and our agents with respect to any claim based upon the transmission of your message(s) and/or posting(s). We reserve the right to remove any messages for any or no reason whatsoever.
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A. You agree not to, and will not assist, encourage, or enable others to use the Site to:
   i. Post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of anyone’s privacy, or otherwise in violation of any law;
   ii. Post or transmit any material in violation of a third party’s copyright or other intellectual property or proprietary rights;
   iii. Post or transmit any information or software that contains a virus, worm, defects, Trojan horses or other items of a harmful, disruptive or deleterious nature;
   iv. Engage in commercial activity (including, but not limited to, sales, contests or sweepstakes) without SME’s prior written consent;
   v. Solicit, request or collect personal information for commercial or unlawful purposes;
   vi. Solicit personal information from minors;
   vii. Send bulk emails, surveys, or other mass messaging whether commercial in nature or not;
   viii. Engage in keyword spamming, or otherwise attempt to manipulate the Site’s search results; or
   ix. Impersonate any other individual or entity.

B. You also agree not to, and will not assist, encourage, or enable others to:
   i. Restrict or inhibit any other user from using and enjoying the Site (for examples, by means of hacking or defacement);
   ii. Utilize any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Site;
   iii. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
   iv. Record, process or mine information about other users;
   v. Reformat or frame any portion of the Site;
   vi. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on SME’s technology infrastructure or otherwise make excessive traffic demands of the Site;
   vii. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
   viii. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
   ix. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site; or
   x. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site content or features that enforce limitations on the use of the Site.

5. UNSOLICITED SUBMISSIONS
SME and its employees do not accept or consider unsolicited sound recordings, musical compositions or any other creative materials (collectively, the “Submission”). If, despite our policy, you still have submitted unsolicited material to us then SME will not be obligated to treat your Submission as confidential or proprietary and, by making such a Submission, you will be deemed to have acknowledged that: (i) SME has no obligation and shall not be liable to you or to any person claiming through you based on such Submission and (ii) you relinquish any claim whatsoever based upon your submission.

6. PRIVACY POLICY
Use of the Site is also governed by our Privacy Policy, which is incorporated into these Terms by reference.

7. THIRD PARTIES
The Site may include links to other websites or applications (each, a “Third Party Site”). Unless otherwise noted, SME does not operate, control or endorse any information, products, or services on any Third Party Site. You agree that we are not responsible for the availability or contents of any Third Party Sites and that your use of any Third Party Site is at your own risk.

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12. RULES FOR PROMOTIONS
Any contests, sweepstakes, surveys, games or similar promotions (collectively “Promotions”) made available through the Site may be governed by specific rules that are separate from these Terms. By participating in any such Promotions, you will become subject to those rules, which may vary from the Terms set forth herein. SME advises you to review carefully any specific rules applicable to a particular Promotion and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities. To the extent that the rules for a Promotion conflict with these Terms, the Promotion rules shall control.

13. CHOICE OF LAW AND VENUE
These Terms shall be governed by, and construed in accordance with, the laws of Hong Kong SAR. Each party submits to the exclusive jurisdiction of Hong Kong SAR.

14. GENERAL TERMS
A. In the event that any of the provisions of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect.
B. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
C. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site.
D. Any failure by SME to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
E. The Terms are not assignable, transferable or sublicensable by you except with SME’s prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms shall be void.
F. The section titles in the Terms are for convenience only and have no legal or contractual effect.

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