

## Terms & Conditions For Fiverr x Marvin Gaye: 'Save The Children' Design Challenge

### 1. THE PROMOTER

The promoter is: Fiverr International Ltd of 8 Eliezer Kaplan Street, Tel Aviv, 6473409 Israel, referred to herein as the “**Promoter**” or “**Fiverr**”. The prize provider is: Universal Music Enterprises, a division of UMG Recordings, Inc, 2220 Colorado Ave., Santa Monica, CA 90404, U.S.A., referred to herein as the “**Prize Provider**”.

### 2. THE CONTEST

2.1 The title of the Contest is **Fiverr x Marvin Gaye: 'Save The Children' Design Challenge** ” (the “**Contest**”).

2.2 The Contest begins on April 4, 2022 at 12:00:00 A.M. Eastern Time (“ET”) and ends on April 15, 2022 at 11:59:59 P.M. ET (the “**Contest Period**”). Promoter is not responsible for late, incomplete, misdirected or delayed entries, including entries not timely received due to internet failures or disruptions, or ISP problems. Incomplete information, regardless of cause, may result in disqualification of an entry.

2.3 Fifty (50) winners will be chosen from among all eligible and qualifying entries received during the Contest Period by a panel of judges consisting of personnel from the Promoter as well as personnel representing the Prize Provider (collectively, the “**Judges**”) to determine the top scoring entries based upon the following judging criteria: (a) most artistic originality (60%) and (b) highest quality (40%) (the “**Winners**”).

In the event of any ties, the entries (from among the tied entries) with the highest score for most artistic originality will be declared a Winner (subject to verification). The Promoter reserves the right to not award any prize if, in its sole and absolute discretion, it does not receive enough eligible and qualified entries during the Contest Period.

### 3. HOW TO ENTER

3.1 To enter the Contest, participants must submit a two-dimensional fictional illustration of a child (“**Entry**”) to potentially be chosen as a character to appear in the official music video for “Marvin Gaye’s “Save The Children” (the “**Music Video**”). All design styles are welcomed, as long as it is 2D. Participants should submit two versions of their illustrated character - one in which the character

is positioned straight forward and one in which the character is in a side profile positioning. 7680 x 4320 / 72dpi resolution. **The illustration must not be a portrait or a representation of a real person.**

Participants will be required to submit their illustration, along with answers to specific questions regarding their Entry, via a dedicated online form.

By submitting your Entry, you, the participant, warrant and represent that your Entry complies with the below entry guidelines, and that you consent to the submission and use of the entry in the Contest. Promoter is not responsible for any unauthorized third-party use of any entry. Entries will not be held "in confidence" and an entry does not create a confidential relationship or obligation of secrecy between any participant and Promoter or any of its affiliates. As a participant, you also acknowledge your entry may be similar or identical in theme, format and/or other respects to other entries. By entering, each participant waives any and all claims he or she may have had, may have, and/or may have in the future that any entries, ideas or other works accepted, reviewed and/or used by the Promoter, its affiliates, or their respective officers, directors, employees and agents may be similar to or the same as entry, or that any compensation is due to you in connection with such entry or other works used by Promoter. In the event of a dispute over the identity of a participant or ownership of or rights to the entry, the disputed entry will be disqualified in the sole discretion of the Promoter.

3.2 No purchase is necessary.

3.3 The Promoter will not accept responsibility for entries that for any reason are lost, damaged or delayed in transmission, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, network, server, computer hardware or software failure of any kind.

3.4 By submitting an Entry, you are agreeing to be bound by these terms and conditions and are warranting the information provided in your Entry is accurate and complete. Furthermore, **you represent and warrant that the submitted illustration is your original work, you exclusively own all rights to such design, and it does not infringe any third-party rights.**

You will indemnify and hold harmless Fiverr and/or Prize Provider for any 3rd party claim arising out of a violation of such warranty.

3.5 Winners will ultimately be chosen by a judging panel determined by Promoter. Promoter's decisions are final and binding and no additional correspondence or discussion will be entered into with any participant.

#### 4. ELIGIBILITY

4.1 The Contest is only open to legal residents of the fifty (50) United States or District of Columbia (D.C.), age 18 years or older except for:

- (a) employees of the Promoter, Prize Provider or any of their affiliates;
- (b) employees of agents or suppliers of the Promoter or Promoter's affiliates, who are professionally connected with the Contest or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

4.2 In entering the Contest, you confirm that you are eligible to do so and eligible to claim any prize you may be awarded. The Promoter may require you to provide proof that you are eligible to enter the Contest.

4.3 The Promoter will not accept Contest entries that are:

- (a) automatically generated by a computer or software;
- (b) completed by third parties or in bulk; or
- (c) illegible, have been altered, reconstructed, forged or tampered with;

4.4 The Promoter reserves all rights to disqualify you if:

- (a) there is any reason to believe that you have violated these Contest terms or Fiverr's Terms of Service;
- (b) your conduct is contrary to the spirit or intention of the Contest
- (c) you use multiple accounts to enter the Contest

4.5 By entering the Contest, you understand and accept your Entry in the Contest may not: (a) contain any material that is sexually explicit, defamatory, obscene, profane, offensive or derogatory of any ethnicity, race, gender or religion; (b) contain any false, unsubstantiated or unwarranted

claims for any product or services; (c) contain any false or misleading statement or representation, including, but not limited to providing a false name or e-mail address; (d) advertise any habit-forming drug, illegal drugs, tobacco or vaping products, weapon, firearm or ammunition; (e) violate the rights of any person, entity, firm or corporation, including intellectual property rights and any copyright; (f) disparage or libel any competitor's products, or; (g) depict any use of alcoholic beverages. Comments in breach of the above will result in disqualification.

## 5. THE PRIZE

5.1 Fifty (50) prizes will be awarded. Each prize Winner's illustration will be included (duration and placement to be determined in Prize Provider's sole discretion) in the official music video for "Marvin Gaye's "Save The Children" and posted on the artist's YouTube channel (the "Music Video") at a date, time and duration in Prize Provider's sole discretion. Credit for each winning illustration will be given to the Winner via a credits page on the YouTube video itself, in the video description and included in Prize Provider's marketing materials for the Music Video. Winners will also be highlighted on the Contest landing page with a link to their Fiverr Gig page. Only one (1) character per Winner permitted. Prizes have no retail value. Certain restrictions may apply. If for any reason whatsoever, a Winner is unable to accept inclusion in the Music Video for any reason whatsoever, the Promoter shall have no further obligation to Winner.

5.2 The prizes are as stated, must be accepted as awarded, and are not negotiable or transferable or refundable.

5.3 All taxes, duties, fees or other expenses, if any associated with the awarding or acceptance of a prize are the sole responsibility of the Winner.

## 6. SELECTION OF WINNERS

6.1 All decisions of Promoter are final and no correspondence or discussion will be entered into.

6.2 Winners will be contacted via their Fiverr Inbox within fourteen (14) days of the Contest Period end date. Winners will be required to respond to the prize notification within twenty-four (24) hours of the notification and will be required by the Sponsor and/or the Prize Provider to sign an Affidavit of Eligibility and/or Publicity Release and Materials Release and/or Content Warranty ("**Release/Affidavit**") along with a copy of winner's government issued photo identification along any other required information to Promoter and/or Prize Provider or their designated agents. If your Entry

is selected for inclusion, you may be requested to submit additional versions of your selected design for the final Music Video.

6.3 The Promoter will make available upon request the surname of the Winner. Requests should be sent to [social@fiverr.com](mailto:social@fiverr.com).

## 7. CLAIMING AND DELIVERING THE PRIZE

7.1 The Winner must claim their prize by responding to the private message sent via their Fiverr Inbox. If the Winner does not claim the prize within reasonable time (at Promoter's opinion) of prize notification deployment, their prize shall be forfeited, and Judges will select the next highest scoring Entry from among the eligible applicants, based on the same selection criteria.

7.2 The prize may not be claimed by a third party on the Winner's behalf.

7.3 The Promoter does not accept any responsibility if the Winner fails to take up the prize.

## 8. LIMITATION OF LIABILITY

Insofar as is permitted by law, the Promoter, the Prize Provider and all their respective officers, directors, employees, representatives, and agents (collectively, "**Released Parties**") will not in any circumstances be responsible or liable to compensate any winner or applicant or accept any liability for any loss or damage occurring as a result of the acceptance, possession, use or misuse of the prize or participation in this Contest. Your statutory rights are not affected.

By participating in this Contest, each participant located in the United States waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

## 9. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

9.1 The Promoter does not claim any rights of ownership in your work. However, Winners give an unlimited, worldwide, perpetual license to Prize Provider to use the illustrations and include them in the Music Video. All rights in and to the Music Video will belong to Prize Provider. Winners also grant

Promoter a perpetual, worldwide and unlimited license to present the winning Illustrations to promote the Contest, the Music Video and Fiverr in general.

Participant hereby acknowledges that the illustration which shall be selected as Contest winners (collectively, the "**Work**") are a "work made for hire" (as that term is used in the United States Copyright Act) for Prize Provider, and Prize Provider shall have the right, in perpetuity and throughout the universe, to include the Work in the Music Video, throughout the world without restriction on a gratis basis, free of charge. Without limiting the binding effect of any of the foregoing provisions, in the event that any part of the Work is deemed not to be a "work made for hire" for Prize Provider, participant hereby irrevocably and exclusively grants and assigns to Prize Provider (or, if any applicable law prohibits or restricts such assignment, participant hereby grants to Prize Provider an irrevocable, perpetual, royalty-free, transferable license of) on a gratis basis all usage rights described above, throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised. Participant hereby waives all so-called "moral rights of authors" and "droit moral" rights (and any similar or analogous rights under the applicable laws of any country of the world). Each participant agrees and acknowledges that no public performance, synchronization, mechanical, writing, publishing and/or master use royalties, monies or consideration of any kind will be payable in connection with Promoter's, or Prize Provider's designees and licensees, use of the Work (in whole or in part) as part of the Music Video, whether commercial use or otherwise, in any and all media, whether now known or hereafter devised. Participant warrants and represents that participant has the right to this assignment of rights and that the Work is and shall be new and original with participant and shall be capable of copyright protection throughout the universe, that it does not and shall not violate or infringe upon any common law or statutory right of any party or constitute unfair competition and is not now and shall not be the subject of any litigation. Participant shall indemnify and hold the Promoter and Prize Provider harmless from and against any losses, costs, liabilities, claims, damages or expenses arising out of any claim which is inconsistent with any warranty or representation made by the participant in this assignment of rights.

## 10. DATA PROTECTION

10.1 The Promoter will only process any personal information you provide as set out in Fiverr's [Privacy Policy](#).

## 11. GENERAL

11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Contest.

11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Contest and/or change these terms and conditions and/or extend or change any deadline periods, should

circumstances so require, at any time, without notice nor obligation to justify our decision and we will not be held responsible for it.