

**TERMS AND CONDITIONS FOR
COLDPLAY (“ARTIST”) A FILM FOR THE FUTURE (“PROJECT”)**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER

VOID WHERE PROHIBITED BY LAW OR REGULATIONS

This Project is being run by Parlophone Records Limited of 27 Wrights Lane, London, W8 5SW and Oceans' Recordings Limited of 88-90 Baker Street, London, W1U 6TQ (together “we”, “us”, “our”). By providing your details to us you confirm that you would like to participate in the Project and you agree as a fundamental term of your participation to be bound by these terms and conditions (“T&Cs”). In the event of any conflict between any terms referred to in any promotional materials and these T&Cs, these T&Cs take precedence.

1. ELIGIBILITY

- 1.1. You confirm that you are the older of either (i) the age of majority in your jurisdiction of residence or (ii) the age of 18 (eighteen) to participate in this Project.
- 1.2. This Project is open from Thursday 12 September 13:00:00 UTC until Monday 16 September 10:59:00 UTC. Our computer shall function as the official clock for the Project. We accept no responsibility for submissions lost, damaged or delayed, or for any inability to submit a Video Clip (as defined below) as a result of computer service, systems, software and/or server failure, error, interruption, defect or delay or any other technical malfunction, including problems with internet connectivity and/or filtering of content by any social media platform (as applicable). Submissions which are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected as fraudulent, submitted via programmed/automated means, do not comply with these T&Cs, or which in our sole discretion affect the validity or operation of this Project will not be accepted and shall be void.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Project any participant who has not complied with these T&Cs, or any of the privacy policies governing the submission of information in connection with this Project.

2. HOW TO PARTICIPATE

- 2.1. The Project will be hosted on the following URL address: <https://www.coldplay.com/AFFTF> (the “Website”) and on our related third party and/or Artist social media accounts and/or mailing lists including Facebook, Twitter (also known as X), TikTok, YouTube and Instagram. To participate in the Project, participants must: (i) access the Website, (ii) accept the T&Cs, (iii) create a video clip and post it on Instagram with the hashtag “#AFFTF” following the directions on the Website which shall be a maximum duration of 20 (twenty) seconds (a “Video Clip”), (iv) enter their name and email address, select their country of residence, and link to their Video Clip to submit their Video Clip. Video Clips that do not adhere to these T&Cs are prohibited and will not be used. Please see the Website for further details. No purchase or payment of any kind is necessary to participate in this Project. All participants are required to confirm their acceptance of these T&Cs to administer the Project.
- 2.2. By submitting a Video Clip each participant confirms and agrees that their Video Clip complies with the following criteria: (A) Video Clips cannot (i) be derogatory of any ethnicity, race, gender identity, sexual orientation, or religion; (ii) defame Artist or Parlophone Records or Warner Music Group or any other person or entity; (iii) make any use of any trademarks or copyrighted materials as determined in our sole discretion; (iv) promote any form of illegal activity; and (v) include only the participant submitting the Video Clip and/or individuals who will sign applicable Consent Forms (as defined in Clause 3.3); and (B) Video Clips must (i) be a video made solely by the participant and is the participant’s sole original work; and (ii) not have been previously used for any other commercial purpose (together the “Video Clip Requirements”).

- 2.3. We reserve the right in our sole discretion to discard any and all Video Clips should we determine for justifiable reasons that a participant has engaged in repeated, egregious or blatant violations of the Video Clip Requirements. We may acknowledge the submission of Video Clips; but, in such case, acknowledgment does not constitute any representation as to eligibility for the Opportunity (as defined below).

3. OPPORTUNITY

- 3.1. Each validly submitted Video Clip (or a part thereof) may be chosen to be included and used as part of upcoming Artist audio visual projects (the “**Artist Films**”) (the “**Opportunity**”).
- 3.2. Participants who submit a valid Video Clip which is selected for inclusion in the Artist Film(s) may have their submitted name credited alongside the Artist Films in an online format e.g. in description section below a YouTube upload (the “**Credit**”). If you would like us to use your name in this way, please tick the relevant box on the Website where indicated prior to submitting your Video Clip. Ticking the box is not required for participating in this Project.
- 3.2. The Opportunity and the Credit (as applicable) are non-transferable and no cash or cash alternatives will be available. However, we reserve the right (but shall not be obliged) to substitute an opportunity of equal or greater value at any time if we withdraw the Opportunity and/or Credit (in whole or in part) for any reason or the Opportunity and/or Credit become unavailable (in whole or in part).
- 3.3. If your Video Clip is selected by us, we may: (i) ask that you provide us with a high resolution version of your Video Clip; and (ii) send you consent forms (the “**Consent Forms**”) which you must ensure are signed by all of the individuals featured in your Video Clip. If we do not receive the signed Consent Forms by such date as we may reasonably notify to you we will not be able to use your Video Clip.

4. CONTENT SUBMITTED BY PARTICIPANTS AND INTELLECTUAL PROPERTY

- 4.1. By taking part in this Project you represent, warrant and undertake that:
- 4.1.1.all information that you provide, including without limitation any registration information, is and will remain true, accurate, and complete;
- 4.1.2.Your Video Clip is entirely your own work;
- 4.1.3.Your Video Clip does not contain any virus or other harmful software, any harmful, offensive or inappropriate content;
- 4.1.4. Your Video Clip does not disparage or reflect adversely upon us or Artist;
- 4.1.5.Your Video Clip does not contravene or breach the terms of use of any platform or network used in your participation in this Project;
- 4.1.6. You have all rights necessary to submit your Video Clip, and that all materials forming part of your Video Clip comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party;
- 4.1.7.Your Video Clip is not confidential and does not contain any confidential information;
- 4.1.8.Your Video Clip does not and shall not contain any material that, in our sole discretion: (i) impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, obscene, pornographic, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes, or graphic violence; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, or could violate any law, or that could otherwise

be considered inappropriate; or (vi) constitutes any advertising, promotional material, or other form of solicitation;

4.1.9. Your Video Clip fully complies with these T&Cs including without limitation the Video Clip Requirements; and

4.1.10. You will not acquire any trademark rights, copyrights, or any other rights in the Artist Films, the master recordings embodied in the Artist Films (the “**Artist Recordings**”) or the musical compositions embodied on the Artist Recordings, trademarks, trade names, logos or other intellectual property of Parlophone Records, Warner Music Group or Artist. We specifically reserve our respective rights to protect our intellectual property against any infringement or other illegal or improper use.

4.2. By accepting these T&Cs and submitting your Video Clip, and for the good and valuable consideration of the Opportunity, you (i) assign to Oceans' Recordings Limited unconditionally and irrevocably with full title guarantee, and free from all encumbrances, charges and liens, throughout the universe, the copyright and all other rights of whatever nature whether now existing or hereafter coming into effect in and to your Video Clip (including without limitation so-called ‘rental’ and ‘lending’ or other like rights and performer property rights) for the full period of copyright and any extensions or renewals thereafter in perpetuity free of any claim by you; (ii) give all consents and grant all rights necessary as required under the Copyright Designs and Patents Act 1988 as amended to enable exploitation of your Video Clip by us and/or Artist and/or our selected third parties anywhere throughout the universe; (iii) you waive any and all moral or similar rights which you may have in relation to the Video Clip and/or the Artist Films anywhere in the universe including without limitation the right to be credited or identified in connection therewith.

4.3. By accepting these T&Cs and submitting your Video Clip you acknowledge and agree that: (i) other than the Credit (if applicable) you will not be credited in any way for your Video Clip nor the inclusion of the same in the Artist Films; (ii) exploitation of your Video Clip and/or the Artist Films will be without reference or payment to you and you shall have no right or entitlement to claim any form of compensation or remuneration whatsoever including without limitation any form of public performance or broadcast income throughout the universe in respect of your Video Clip, the Artist Films, the Artist Recordings, the underlying compositions of the Artist Recordings or the exploitation of any of the foregoing; (iii) you shall have no right of approval in respect of any edits made to your Video Clip and/or Credit (as applicable); (iv) we and/or Artist shall be entitled to exploit your Video Clip and/or Credit (if applicable) and/or the Artist Films in our absolute discretion through any and all media anywhere in the universe and in our absolute discretion can choose not to do so; (v) you shall have no right to injunct, restrain, prevent or restrict, whether on your own or with others, our use of your Video Clip nor the Artist Films.

4.4. You hereby acknowledge and agree that we have the non-exclusive worldwide right (but not obligation) to use your name if you opt-in to receive the Credit and in our absolute discretion can choose not to do so. We reserve the right in our sole discretion to delete any and all Credits should we determine that a participant has submitted a false and/or offensive name.

4.4. You shall reimburse us for all damages arising from or in relation to a breach of this clause 4 to the extent such damages are caused by you.

5. PUBLICITY

You will be asked whether you would like to opt in for inclusion of your name in the official Project publicity materials. Participants may be asked to sign a release form in respect of such publicity. By opting in, you agree that we (or any third party we may choose) may use your Video Clip, details of your name, voice, performance (if applicable) and county/country/territory of residence and/or other indicia of your persona in any kind of media (including without limitation internet especially on all our and/or Artist’s related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (including without limitation

printed materials, posters, press advertisements, online materials as for instance web-banners and emails, audio-visual commercials, etc.), worldwide for advertising and promotional purposes in connection with the Artist Films and/or this Project without additional authorisation, notice or compensation unless prohibited by law.

6. DATA PROTECTION

Any Personal Data that you submit when you participate in this Project will be processed as set out in our Privacy Policy, available at <https://cldp.ly/AFFTfpp> and according to any express permission you have given us via the Website. Please See also clause 5 above "Publicity".

7. SANCTIONS

- 7.1. By taking part in this Project, you represent and warrant that you are not: (i) the direct or indirect target of any financial, economic or trade sanctions administered or enforced by the United States, including the Department of the Treasury's Office of Foreign Assets Control, or by the United Nations Security Council, the European Union, the United Kingdom, or any jurisdiction with whose laws we are required to comply in connection with the transactions contemplated by these T&Cs (collectively, "**Sanctions**"), or (ii) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, currently including Crimea, Cuba, Iran, North Korea, occupied regions of Ukraine, as relevant, and Syria.
- 7.2. In performing your obligations under these T&Cs, you shall not act in any manner that would reasonably be expected to cause us to violate any Sanctions or expose us to penalties under any Sanctions or to designation as a target of Sanctions.
- 7.3. We may terminate these T&Cs effective immediately upon delivery by us to you of written notice of termination, or may suspend its performance of these T&Cs, in any of the following circumstances: (i) You are unable at any time to make the representation set forth in clause 7.1 above; or (ii) we reasonably believe that continued performance of the T&Cs could cause us to violate any Sanctions or expose us to penalties under any Sanctions or to designation as a target of Sanctions.

8. GENERAL

- 8.1. We may in our absolute discretion modify, amend, cancel or suspend these T&Cs, the Project and/or the Opportunity and/or the Credit at any time if we deem it necessary, due to technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond our control. No liability shall attach to us as a result thereof.
- 8.2. Subject to applicable laws, we reserve the right to disqualify any participant in our absolute discretion. In addition, acts of tampering with the Project (including the Website) will result in disqualification; but disqualification shall not represent the sole remedy available to us.
- 8.3. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these T&Cs apply to this Project. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Project (including any damage to a participant's or any other person's computer and/or mobile phone relating to or resulting from participation in, or downloading of any materials or software in connection with, this Project) or acceptance, use, misuse, non-use or loss of the Opportunity and/or the Credit (including activity or travel related thereto) except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.

9. RELEASE

- 9.1. In the event that any event or action outside our control prevents or significantly hinders our ability to proceed with the Project on the dates and in the manner described in these T&Cs

(including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war and act of terrorism), we may for justifiable reasons cancel the Project and potentially recommence it from the start at another time on the same conditions. If the Project is regulated by any applicable government body, the cancellation or recommencement of the Project will be subject to any requirements imposed by such body.

- 9.2. If for any reason this Project is not capable of running as planned due to causes beyond our control which affect the proper conduct of this Project, we reserve the right for justifiable reasons to disqualify any individual who tampers with the entry process and/or take any other action against that individual that may be available, and to cancel, terminate, modify or suspend the Project subject to the requirements of any relevant government body that regulates the running of the Project.
- 9.3. Each participant is responsible for obtaining their own independent legal advice.
- 9.4. We accept no responsibility for any issues or loss that may be caused by your accessing/using the Website for the purposes of this Project.
- 9.5. Our decisions on any issue arising out of or in relation to this Project and these T&Cs are final and binding and no correspondence will be entered into. Our failure to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 9.6. This Project is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram/TikTok/YouTube. Participants hereby release each of Facebook/Twitter/Instagram/TikTok/YouTube from all responsibility and liability in respect of the Project. By participating in this Project, each participant acknowledges that Facebook/Twitter/Instagram/TikTok/YouTube are websites/platforms over which we have no control and we are not responsible for (a) any issues or loss that may be caused by accessing or using participant's Facebook/Twitter/Instagram/TikTok accounts for the purpose of this Project, or (b) participant's inability to access, use, or successfully use their Facebook/Twitter/Instagram/TikTok/YouTube accounts for this Project.

10. GOVERNING LAW

Unless prohibited by law, the Project and these T&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of England and Wales.