

AFRICA.ROCKS Sampler CD - Participation Terms

Universal agreement for all participating artists/bands

Version: 1.1 **Effective date:** 3 April 2026 **Website:** africa.rocks

Project operator (AFRICA.ROCKS): Joel Costa

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These Participation Terms ("Terms") apply to any artist or band ("Participant", "you") that submits audio and/or pays a participation fee to be included in an AFRICA.ROCKS sampler CD and the related playlist and promotional activity (the "Project"). AFRICA.ROCKS ("we", "us") means the operator listed above.

1. Acceptance

You accept and agree to these Terms by any of the following:

- submitting a track and/or any materials for the Project;
- paying the participation fee (if applicable);
- confirming participation by email or message.

If you do not agree, do not submit materials or pay.

2. What the Project includes

Depending on what is stated in your invitation email, the Project may include:

- inclusion of one (1) track on a physical sampler CD pressing (single run - quantity as stated in the invitation email, typically 300 or 500 units);
- you acknowledge and accept that AFRICA.ROCKS is responsible for the final running order of the sampler tracklist. We will aim to sequence the release fairly and in a way that serves the sampler as a whole, and our final decision on track order will apply to all participants;
- inclusion of the same track on the official sampler Spotify playlist (and equivalent public links/landing pages, if used);
- basic promotion of the sampler and your participation (for example: a website post, social posts, newsletter mentions, and/or a Supporter Interview feature where applicable);
- band/artist copies are not guaranteed as part of the Project. If you would like one or more copies, we will do our best to secure them where stock and logistics allow, but any shipping costs must be paid by you and/or your label.

Key dates (release window, deadline and other timings) are the dates stated in the invitation email.

3. Ownership

You keep full ownership of your recordings, compositions, artwork, logos and trademarks. These Terms do not transfer ownership to AFRICA.ROCKS.

4. License you grant to AFRICA.ROCKS

You grant AFRICA.ROCKS a worldwide, non-exclusive, royalty-free licence to:

A. Physical sampler CD

- reproduce your submitted track on the sampler CD for this Project's pressing only;
- distribute and hand out those CDs as part of the Project via our distribution partners and scene channels.

B. Playlist and promotion

- include your track in the sampler's official Spotify playlist;
- use your band/artist name, logo and the press materials you provide (for example: approved images and a short bio) to promote the sampler and your participation.

Non-exclusive means you are free to release, monetise, licence and promote your track anywhere else at any time.

5. Duration and removal

Physical CDs: once CDs are manufactured, they may remain in circulation indefinitely. You understand we cannot recall or undo already-produced physical copies.

Playlist and future promotional use: if you want future use stopped, you may request removal of your track from the playlist and/or future promotional posts by emailing us. We will make reasonable efforts to action the request within 30 days.

You accept that third-party platforms (Spotify, social media, caches/archives and reposts) may not update instantly, and past posts already published may remain visible in archives or screenshots.

6. What you provide

If participating, you will provide the materials requested in the invitation (typically):

- one (1) audio track meeting the technical specs stated in the invitation email;
- a Spotify link to the track (or written confirmation you authorise us to help you make the track available on Spotify);
- basic artist/band info (name, country, genre);
- optional press assets (logo, photo, short bio).

You are responsible for the accuracy of everything you submit.

7. Fees and refunds

If a participation fee applies, it is the fee stated in your invitation email. Fees contribute to Project costs (production, admin, distribution logistics) and support the ongoing work of AFRICA.ROCKS.

Refund policy (universal):

- If you cancel before we approve your final track for production, we may refund at our discretion.
- If replication/production has been ordered or your track has been scheduled for release, refunds are generally not available because costs are already committed.

8. Transparency and reporting

This is a promotional sampler project. We will share the official public playlist link and confirm when/where the CD stock was distributed (city and event names where applicable).

Detailed audited metrics (attendance counts, per-event unit counts, QR analytics, or guaranteed streaming outcomes) are not part of the standard deliverables.

9. Your warranties

You confirm and warrant that:

- you own or control all necessary rights to the recording and composition, or you have written permission from the rights holder(s);
- your submission does not infringe copyrights, trademarks or other rights of any third party;
- your materials do not contain unlawful content, including content that is defamatory or that unlawfully incites violence.

10. Rights issues and removal

If a credible third-party claim is made that your track or assets infringe rights, you agree to cooperate to resolve it. To reduce legal risk, we may remove your track from the playlist and/or exclude it from production at our reasonable discretion.

11. Limitation of liability

To the maximum extent allowed by law:

- AFRICA.ROCKS is not liable for indirect or consequential damages (including lost profits or lost opportunities).
- Our total liability related to the Project is limited to the amount you paid to participate (if any).

12. No exclusivity; no agency or label relationship

Participation does not create any management, label, publishing, booking, employment, partnership or agency relationship between you and AFRICA.ROCKS. You remain independent.

13. Governing law

These Terms are governed by the laws of Portugal. Any disputes will be handled in the courts of Lisbon, unless mandatory law requires otherwise.

14. Contact

For Project matters, contact: joelcosta@africa.rocks

Acceptance statement

By submitting materials and/or paying the participation fee, you confirm that you have read and accepted these Terms.