

Terms and Conditions

BangItLoud Productions — Music Submission & Radio Play Agreement

Effective Date: 7/23/2011

1. Acceptance of Terms

By submitting music, audio files, artwork, metadata, or related materials (collectively, "Submitted Content") to BangItLoud Productions for consideration for broadcast on BUCBOI RADIO, you agree to be bound by these Terms and Conditions. If you do not agree, do not submit content.

2. Eligibility and Authority

You represent and warrant that:

- You are at least 18 years old.
- You are the legal owner of the Submitted Content or an authorized representative with full authority to grant the rights described herein.
- The Submitted Content is original or properly licensed and does not infringe any third-party rights.

3. Submission Requirements

- Label each submission with artist name, track title, contact email, and any relevant credits.
- Provide high-quality audio files in accepted formats (MP3 320kbps, WAV 16-bit/44.1kHz preferred).
- Do not submit content containing hate speech, explicit illegal activity, defamatory statements, or material that violates applicable law.
- Do not submit unauthorized samples or content that would expose BangItLoud Productions to legal risk.

4. Grant of License

By submitting content you grant BangItLoud Productions a non-exclusive, worldwide, royalty-free, transferable license to:

- Broadcast, stream, and publicly perform the Submitted Content on BUCBOI RADIO and affiliated online streams.
- Use excerpts or full tracks in promotional materials, social media posts, mixes, highlight reels, and station programming.
- Display artist name, track title, artwork, and credits in connection with broadcasts and promotions.

This license is for promotional and broadcast purposes only and does not transfer ownership. You may revoke this license for future use by submitting a written removal request; revocation will not affect prior broadcasts.

5. No Guarantee of Airplay or Promotion

Submission does not guarantee airplay, placement, rotation, or promotion. BangItLoud Productions retains sole discretion to accept, reject, schedule, edit, or remove any Submitted Content for any reason.

6. Editing and Technical Processing

BangItLoud Productions may edit Submitted Content for length, format, or technical compliance (including volume normalization and trimming). Edits will be made in good faith to meet broadcast standards.

7. Ownership and Intellectual Property

You retain all copyrights and moral rights in your Submitted Content. By submitting, you confirm you have the right to grant the license above and that the content does not infringe third-party rights. You agree to indemnify and hold BangItLoud Productions harmless from claims, damages, losses, or expenses arising from your breach of these representations.

8. Royalties and Compensation

Radio play on BUCBOI RADIO is provided as promotional exposure. Unless otherwise agreed in a separate written contract:

- BangItLoud Productions does not pay royalties for standard radio rotation.
- Any paid promotional opportunities, sponsorships, or licensing arrangements will be negotiated separately and require a written agreement.

9. Performance Rights and Registrations

Artists are responsible for registering works with appropriate performance rights organizations (e.g., ASCAP, BMI, SESAC) and for any claims to performance royalties. Artists should also register with digital rights services (e.g., SoundExchange) where applicable.

10. Content Removal and Termination

You may request removal of your Submitted Content from future broadcasts by contacting BangItLoud Productions in writing. BangItLoud Productions may remove or cease broadcasting any content at any time for quality, legal, or brand reasons. Termination of the license will not affect prior lawful uses.

11. Artist Conduct

Artists must not harass staff, DJs, or other artists, and must not submit spam or misrepresent their identity or rights. Violation may result in suspension or permanent ban from submissions.

12. Third-Party Platforms

Submitted Content may be distributed or promoted on third-party platforms (streaming services, social media, apps). BangItLoud Productions is not responsible for third-party policies, outages, or actions.

13. Disclaimers

The service is provided "as is." BangItLoud Productions disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose. No guarantee is made regarding audience size, promotional results, or future opportunities.

14. Limitation of Liability

To the fullest extent permitted by law, BangItLoud Productions will not be liable for indirect, incidental, special, consequential, or punitive damages arising from submission, broadcast, or use of Submitted Content. Maximum aggregate liability is limited to the amount paid by you to BangItLoud Productions for any paid submission service, if applicable.

15. Indemnification

You agree to indemnify, defend, and hold harmless BangItLoud Productions and its affiliates from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from your breach of these Terms or from claims that your Submitted Content infringes third-party rights.

16. Governing Law and Dispute Resolution

These Terms are governed by the laws of Texas. Any dispute arising under or related to these Terms will be resolved in the state or federal courts located in Texas, and you consent to personal jurisdiction there.

17. Changes to Terms

BangItLoud Productions may modify these Terms at any time. Updated Terms will be posted on the submission page. Continued submission after posting constitutes acceptance of the revised Terms.

18. Contact Information

For questions, removal requests, or licensing inquiries contact:

BangItLoud Productions

Email: ADMIN@BANGITLOUD.COM

Website:

BANGITLOUD.COM

Mailing Address:

PO BOX 25254724

WILLS POINT TX 75169

19. Entire Agreement

These Terms constitute the entire agreement between you and BangItLoud Productions regarding Submitted Content and supersede prior agreements.