

**Music Australia Pty Limited**  
**“The Wombats Beautiful People Will Ruin Your Life Signed Print” Promotion**  
**Terms and Conditions**

By entering Warner Music Australia Pty Limited’s (“Warner”) **“The Wombats Beautiful People Will Ruin Your Life Signed Print” Promotion**

1. STANDARD TERMS

1.1 Information and instructions on "How to Enter" form part of these conditions of entry. By entering the Promotion, Participants accept and agree to be bound by these conditions of entry.

2. WHO CAN ENTER?

2.1 The only persons who may enter and be awarded the prize are those who are;  
a) residents of Australia; and  
b) are 16 years of age or older; Participants under the age of 18 must seek prior permission from their parent or guardian to enter this Promotion. Any such entrant without this permission is not eligible to enter the Promotion  
c) are not employees of the Promoter or their associated companies, agencies or families.

3. THE COMPETITION

3.1 The Promotion is known as the **“The Wombats Beautiful People Will Ruin Your Life Signed Print” Promotion**

4. HOW TO PARTICIPATE

4.1 The Promotion commences on 16 November 2018 at 9:00am (AEST), and closes at 31 December 2018 at 11:59pm or while stocks last (the “Offer Period”).

4.2 To participate:

- (a) Step 1: Go to url <https://store.warnermusic.com.au/collections/wombats-the> (“the URL”)
- (b) Step 2: Follow the prompts on the url <https://store.warnermusic.com.au/collections/wombats-the> to order The Wombats “The Beautiful People Will Ruin Your Life” release in any format offered on the <https://store.warnermusic.com.au/collections/wombats-the> website (“the Wombats”).
- (c) Step 3: Follow the prompts on the <https://store.warnermusic.com.au/collections/wombats-the> and register your first name, last name, country of residence, email address, provide your payment details and address and submit your order to complete the transaction;
- (d) Step 4: By entering these details on the <https://store.warnermusic.com.au/collections/wombats-the> you acknowledge you are

opting-in to Warner Music Australia official mailing list (optional) and accept the terms and conditions.

- 4.3 Participants must have registered by end of the Offer Period to be eligible to claim the Gift. The time of registration will in each case be the time registration is received by the Promoter's database. No responsibility is accepted for late, incomplete, lost or misdirected registrations.
- 4.4 Gifts are limited to the first 49 claimants during the Offer Period.
- 4.5 A limit of one (1) Gift per transaction applies per participant during the Offer Period.
- 4.6 Entries must not infringe any law or intellectual property right (including copyright) or otherwise breach these terms and conditions, and the Promoter reserves the rights to disqualify any entrant who submits an entry of the kind described in this clause.
- 4.7 All entries shall be and remains the property of the Promoter and may be used in future commercial and marketing exercises.

## 5. THE GIFT

- 5.1 The Gift shall be 1 x limited edition A5 full colour card print of The Wombats promotional photograph signed by The Wombats ("the Gift")
- 5.2 The retail value of the Gift is \$10.00. Gift value is based upon the recommended retail price as at 14 November 2018 (inclusive of GST), and the Promoter accepts no responsibility for any change in Gift value. The Promoter reserves the right to request the participants to provide proof of identity, residency and registration into the Promotion in order to claim the Gift which will be verified at the discretion of the Promoter.
- 5.3 Gift details are correct at 16 November 2018. Should the Gift be unavailable due to unforeseen circumstances or reasons beyond the control of the Promoter, the Promoter may at its discretion change the Gift so as to provide reasonable alternative Gifts and the entrants agree that no liability shall attach to the Promoter or parties connected to the Promoter as a result.
- 5.4 The Gift is not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.
- 5.5 If for any reason the participants do not (or are not able to) claim the Gift at the time stipulated by the Promoter then the Gift will be forfeited and cash will not be awarded in lieu of the Gift.
- 5.6 By entering their email address and accepting the Gift, the participants accept the terms and conditions and to receiving marketing material from the Promoter.

- 5.7 It is a condition of accepting the Gift that the participants must comply with all the conditions of use of the Gift and Gift supplier's requirements.
- 5.8 It is a condition of accepting the Gift that the participants may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

6. NO LIABILITY

- 6.1 To the fullest extent permitted by law, Warner and its affiliates, associated agencies and companies (together called '**Warner**') will not be liable or responsible for any loss (including direct, indirect and consequential loss), costs (including legal costs), damage or injury to property or person that is suffered or incurred as a result of or in connection with:
- (a) the Promotion including participating in any prize (including but not limited to attendance at a Show);
  - (b) any late, lost or misdirected entries or failure to receive any entry in the Promotion;
  - (c) any prizes damaged or lost in transit;
  - (d) any travel won in or in connection with the Promotion;
  - (e) any problem, failure, delay, unavailability or inaccessibility with, of or to any communications network, service or transmission (including telephone, Internet or website);
  - (f) any cancellation, modification or suspension of the Promotion in accordance with clause 7.2 or clause 7.3;
  - (g) any unauthorised human intervention in any part of the Promotion (including but not limited to theft, destruction, alteration or unauthorized access of or to any entries);
  - (h) any electronic or human error which may occur in the proper administration of the Promotion;
  - (i) any act or omission, deliberate or negligent, by Warner, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize Winner and, where applicable, to any persons accompanying a prize Winner;
  - (j) any circumstances outside Warner's reasonable control.

This clause does not operate to limit the rights or obligations of the parties imposed by the operation of the Australian Consumer Law (being Schedule 2 of the *Promotion and Consumer Act 2010* (Cth)) (**ACL**) to the extent that they may not be limited or excluded, in which case the terms of the ACL shall apply.

- 6.2 In the event that any event or action outside Warner's control prevents or significantly hinders Warner's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions (including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war and act of terrorism), Warner may in its absolute discretion cancel the Promotion and recommence it from the start at another time on the same conditions. If the Promotion is regulated by any applicable government body, the cancellation or recommencement of the Promotion will be subject to any requirements imposed by such body.
- 6.3. If for any reason this Promotion is not capable of running as planned due to causes beyond the control of Warner which affect the proper conduct of this Promotion, Warner reserves the right in its sole discretion 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 Promotion subject to the requirements of any relevant government body that regulates the running of the Promotion.

6.4 Each claimant of the Gift is responsible for obtaining their own independent legal advice.

7. PRIVACY

7.1 The Promoter is bound by the Privacy Act 1988 (Cth) in relation to the handling of personal information. For further details of the Promoter's privacy policy please go to [www.warnermusic.com.au](http://www.warnermusic.com.au).

Entry details remain the property of the Promoter and its related entities. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying Winners), and, for the purpose of sending you competition and direct marketing material in relation to programs and products and services available through the Promoter. The Promoter is collecting each Participants e-mail address for the official Warner Music Australia List (optional). The entrant may request access to his or her personal information by writing to the Digital Marketing Manager at 39-47 Albany Street, Crows Nest, New South Wales, 2065.

8. HEADINGS

8.1 The headings in these Conditions are for convenience only and do not affect interpretation.

9. ENTIRE CONDITIONS

9.1 These conditions constitute the entire agreement of the parties relating to the entry into and the conduct of this Promotion

10. PROMOTER'S DETAILS

10.1 The Promoter is Warner Music Australia Pty Limited (ABN 35 000 815 565) of 39 –47 Albany Street, Crows Nest NSW 2065