

**TERMS AND CONDITIONS FOR
THE PIT GIVEAWAY PROMOTION ("PROMOTION")**

This Promotion is being run by WEA International Inc. ("**we**", "**us**", "**our**") of 1633 Broadway, 7th Floor, New York, NY 10019, USA. We are the "Promoter" of the Promotion. By providing your details to us you confirm that you would like to enter the Promotion and you agree to be bound by these terms and conditions ("**Ts&Cs**"). In the event of any conflict between any terms referred to in any promotion materials and these Ts&Cs, these Ts&Cs take precedence.

1. ELIGIBILITY

- 1.1. You must be a legal resident in the United Kingdom and at least sixteen (16) years old to enter this Promotion. Our employees, directors, management, licensees, contractors, affiliates, agencies associated with us, the immediate families or persons domiciled with (whether related or not) of the above listed persons, and our retailers and suppliers are not permitted to enter the Promotion.
- 1.2. This Promotion is open from 09:00:00 BST on 19 June 2019 until 23:59:59 BST on 10 July 2019. Promoter's computer shall function as the official clock for the Promotion. We accept no responsibility for entries lost, damaged or delayed, or for any inability to submit entries 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). Entries which are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected as fraudulent, submitted via programmed/automated means, do not comply with the Ts&Cs, or which in our sole discretion affect the validity or operation of this Promotion will not be accepted and are void. To enter the Promotion you must have an unlimited or free access to the Internet. No purchase or payment of any kind is necessary to enter or win this Promotion. A purchase will not increase your chances of winning.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Promotion any entrant who we believe has not complied with these Ts&Cs and to award the prize to another entrant and to require the return of any prize already awarded.

2. HOW TO ENTER

- 2.1. The Promotion will be promoted on the following URL address: <https://wearethepit.com/> (the "Website") and on our related Facebook account (<https://www.facebook.com/wearethepit/>). To enter the Promotion, participants must complete the relevant entry form to sign up to the "The Pit" mailing list via the Website.

All participants are also required to tick a checkbox confirming acceptance of these Ts&Cs and agree to the use of the participant's data in accordance with our Privacy Policy (<https://wminewmedia.com/privacy/>) to administer the Promotion. Joint/group/team entries are prohibited. Please see the Website for further details.

- 2.2. Promoter reserves the right in its sole discretion to disqualify all entries should it determine for justifiable reasons that a person has engaged in repeated, egregious or blatant violations of the entry limit. Promoter may acknowledge receipt of entries; but, in such case, acknowledgment does not constitute any representation as to eligibility for the Promotion.
- 2.3. All entries shall be and shall remain the property of the Promoter and may be used in future commercial and marketing exercises.

3. PRIZE

- 3.1. One (1) winner will receive a shopping e-voucher for EMP (www.EMP.co.uk) to the value of two hundred pounds sterling (£200). This will be emailed to the winner. Full T&C of this e-voucher will be on that email.

- 3.2. The winner is solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs. The winner will also be responsible for all applicable personal documentation (such as valid ID card and/or passport) and taxes, if any, relating to and/or payable in respect of the prize.
- 3.3. The prize is non-transferable and no cash alternatives will be available. However, we reserve the right to substitute a prize (or prizes) of equal or greater value at any time if we withdraw the prize (in whole or in part) for any reason or it becomes unavailable (in whole or in part). The prize is subject to availability and other restrictions.

4. WINNER SELECTION AND NOTIFICATION

- 4.1. The winning participant will be selected on or about 11 July 2019 and the prize winner will be the first name drawn at random from all valid entries received. The odds of winning depend upon the total number of eligible entries received for the random prize draw.
- 4.2. We will attempt to notify the winners by no later than 12 July 2019 using the contact details submitted on entry. If you are chosen as a winner and your contact details have changed since your entry, we reserve the right to disqualify your entry and select an alternative winner. We will not notify unsuccessful entrants.
- 4.3. If any of the following circumstances apply, a winner will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to us) and an alternative winner may be selected from the remaining eligible entrants using the process set out above:
 - 4.3.1. if the winner has not claimed their prize by the date specified in the winner notification, we reserve the right to conduct a further draw in accordance with clause 4.1 above to award the prize to another entrant;
 - 4.3.2. the prize (or any correspondence relating thereto, e.g. a notification from us confirming a winning entry) is returned as non-deliverable;
 - 4.3.3. the relevant winner does not provide requested evidence of identity, age, residency, or being the authorised holder of the email account from which the entry was submitted to our satisfaction within 48 hours of such request being made; or
 - 4.3.4. we determine non-compliance with any of these Ts&Cs for justifiable reasons.
- 4.4. The winners' name may be obtained by sending a stamped self-addressed envelope marked "The Pit Giveaway" to WEA International Marketing Department, WEA International Inc., 1633 Broadway, 7th Floor, New York, NY 10019, USA.

5. PUBLICITY

The winner may be required to take part in our promotional publicity and sign a release form in respect of such publicity. By entering into this Promotion, you agree to provide and that we (or any third party we may choose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country of residence and/or other indicia of your persona in any kind of medias (including without limitation Internet especially on all promoters' 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 emailings, audio-visual commercials, etc.), worldwide for advertising and promotional purposes in connection with the Promotion without additional authorisation, notice or compensation unless prohibited by law.

6. DATA PROTECTION

- 6.1. By submitting an entry, entrants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you as part of the entry process (including contact details) for the purposes of operating the Promotion, administering prizes and

otherwise in accordance with our Privacy Policy, available at www.wminewmedia.com/privacy. Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at privacypolicy@wmg.com.

7. GENERAL

- 7.1. Subject to, where applicable, the approval of those authorities that have issued permits for the conduct of this Promotion, We may in our absolute discretion modify, amend, cancel or suspend these Ts&Cs, the Promotion and/or the prize(s) 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.
- 7.2. Subject to applicable laws, we reserve the right to disqualify an entrant and/or winner in our absolute discretion. In addition, acts of tampering with the Promotion (including the URL) will result in disqualification; but, disqualification shall not represent the sole remedy available to Promoter.
- 7.3. 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 Ts&Cs apply to this Promotion. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Promotion (including any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Promotion) or acceptance, use, misuse or non-use of any prize(s) (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.
- 7.4. 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 for justifiable reasons 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.
- 7.5. 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 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 Promotion subject to the requirements of any relevant government body that regulates the running of the Promotion.
- 7.6. Each prize winner is responsible for obtaining their own independent legal advice.
- 7.7. We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.
- 7.8. Our decisions on any issue arising out of or in relation to this Promotion and these Ts&Cs are final and binding and no correspondence will be entered into. Failure of the Promoter to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 7.9. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants hereby release Facebook from all responsibility and liability in respect of the Promotion. By entering this Promotion, entrant acknowledges that Facebook are websites/platforms over which Promoter has no control and Promoter is not responsible for

(a) any issues or loss that may be caused by accessing or using entrant's Facebook accounts for the purpose of this Promotion, or (b) entrant's inability to access, use, or successfully use his or her Facebook accounts for this Promotion.

8. GOVERNING LAW

The Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of England and Wales.