

Warner Music Australia Pty Limited
"Fill Your Summer with Music" Promotion
Terms and Conditions

By entering Warner Music Australia Pty Limited's ("Warner") **"FILL YOUR SUMMER WITH MUSIC"** Promotion you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information and instructions on "How to Enter" form part of these conditions of entry. By entering the Promotion, entrants accept and agree to be bound by these conditions of entry.
- 1.2 This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

2. WHO CAN ENTER?

- 2.1 The only persons who may enter and be awarded the prize are those who:
- a) are residents of Australia; and
 - b) are 16 years of age or older, entrants 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) have a valid Instagram account; and
 - d) are not employees of the Promoter or their associated companies, agencies or families.

3. THE PROMOTION

- 3.1 The Promotion is known as the **"FILL YOUR SUMMER WITH MUSIC"** Promotion.

4. HOW TO ENTER

- 4.1 The Promotion will run between 1 January 2020 at 10.00am (AEST) and 20 January 2020 at 11.59pm (AEST) ("the Promotion Period").
- 4.2 Entrants will be able to enter the Promotion by following the steps;
- (a) Step 1: Entrant must follow the official **Warner Music Australia** Instagram page @warnermusicaustralia ("the Promoter's Instagram Page");
 - (b) Step 2: Entrant to:
 - a. comment on the promotional post of the Promotion (which will be posted on the Promoter's Instagram Page on 1 January 2020) ("the Promotional Post") by tagging two (2) friends in the comments section of the Promotional Post ("the Entry"); and
 - b. "like" the Promotional Post
 - (c) Step 3: consent to use of personal information in accordance with Warner's privacy policy and acknowledge and accept the Terms of Use and Terms and Conditions (compulsory)

- 4.3 Entrants must enter by 11.59pm (AEST) on 20 January 2020 to be eligible to win the prize. The time of entry will in each case be the time the registration is received by the Promoter's database. No responsibility is accepted for late, incomplete, lost or misdirected entries.
- 4.4 Entrants may only register once for the Promotion once.
- 4.5 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.
- 4.6 All entries shall be and remain the property of the Promoter and may be used in future commercial and marketing exercises.
- 4.7 The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

5. HOW TO WIN

- 5.1 The Winners will be drawn randomly. The Prize Draw will be held on 21 January 2020 at 10:00am AEST ("the Prize Draw Date") at Warner Music Australia, Ground Floor West 60 Union Street, Pyrmont NSW 2009 ("the Prize Draw Location").
- 5.2 The Promoter will attempt to notify the Winners no later than 21 January 2020 ("the Winners Notification Date") via direct message on Instagram using the contact details submitted in the entry ("Contact Details"). If you are chosen as a Winner and your Contact Details have changed since your entry, the Promoter reserves the right to disqualify your entry and select an alternative winner. The Winner's details will be made available on the Promotional Post ("the Winner Announcement Pages") on 21 January 2019.
- 5.3 If any of the following circumstances apply, the Winners will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to the Promoter) and an alternative winner may be selected from the remaining eligible entrants using the process set out above:
 - 5.3.1 If the potential winner has not claimed their prize within two (2) days of the Winner Notification Date ("the Winner's Prize Claim Date"), the Promoter reserves the right to conduct a redraw on 23 January 2020 at the Prize Draw Location at 10.00am AEST ("the Unclaimed Prize Draw Date") in accordance with clause 5.1 above to award the prize to another entrant ("the Unclaimed Prize Draw"). Such alternate winner will be announced on the Unclaimed Prize Draw Date on the Promotional Post, and will be contacted via their Contact Details.
 - 5.3.2 The prize (or any correspondence relating thereto, e.g. a notification from the Promoter confirming a winning entry) is returned as non-deliverable;

5.3.3 If the Promoter requests a potential Winner to provide evidence of their identity, age, residency, or being the authorised holder of the email account from which the entry was submitted and a mailing address to deliver the prize, all to the Promoter's satisfaction within 72 hours of such request being made;

5.3.4 The Promoter determines non-compliance with any of these Ts&Cs.

6. PRIZE

6.1 There will be twenty (20) Winners for the entire Promotion who will each receive:

- (i) One (1) x 20% off discount code to use at the Warner Music Australia online store ("the Discount Offer Unique Code") and;
- (ii) One (1) of the following vinyl albums which shall be selected by the Promoter randomly:

- a. Phil Collins – But Seriously (coloured vinyl) LP \$70
- b. Fleetwood Mac – Rumours (coloured vinyl) LP \$38
- c. Fleetwood Mac – Tango In The Night (coloured vinyl) LP \$38
- d. Tina Turner – Simply The Best (coloured vinyl) LP \$60
- e. The Veronicas – Hook Me Up (coloured vinyl) LP \$50
- f. The Veronicas – The Secret Life Of... (coloured vinyl) \$50
- g. Kylie Minogue – Step Back In Time (coloured vinyl) LP \$45
- h. Madonna – Like A Virgin (coloured vinyl) LP \$45
- i. Madonna – True Blue (coloured vinyl) LP \$50
- j. James Blunt – Once Upon A Mind LP \$40
- k. My Chemical Romance – Three Cheers For Sweet Revenge LP \$40
- l. Lizzo – Cuz I Love You LP \$35
- m. Coldplay – Everyday Life LP \$50
- n. Ed Sheeran – No 6 Collaboration Project LP \$52
- o. Twenty One Pilots – Trench LP \$35
- p. Thelma Plum – Better In Blak LP \$45
- q. Busby Marou – The Great Divide LP \$45
- r. Paramore – After Laughter LP \$30
- s. Dua Lipa – Dua Lipa LP \$45
- t. Janelle Monae – Dirty Computer LP \$32

6.2 The Discount Offer Unique Code will be emailed to each Winner and will only be valid until 31 January 2020.

6.3 The total retail value of the prize pool is A\$895.00 (inclusive of GST). Prize value is based upon the recommended retail prices at 1 January 2020 and Warner accepts no responsibility for any change in prize values between now and the date that the various prizes are claimed. Warner reserves the right to request the Winner to provide proof of age and identity, residency and entry into the Promotion in order to claim the prize which will be verified at the discretion of Warner.

- 6.3 Prize details are correct at 1 January 2020. Should any part of the prize be unavailable due to unforeseen circumstances or reasons beyond the control of the Promoter, the Promoter may at its discretion vary or amend prizes so as to provide reasonable alternative prizes and the Winner agrees that no liability shall attach to the Promoter or parties connected to the Promoter as a result.
- 6.4 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.
- 6.5 If for any reason the Winner does not (or is not able to) claim an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize.
- 6.6 By accepting the prize the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize including being interviewed, photographed and/or filmed;
- 6.7 It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and prize supplier's requirements.
- 6.8 It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

7. NO LIABILITY

- 7.1 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 *Competition 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.

- 7.2 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.
- 7.3 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.
- 7.4 The Winner is responsible for obtaining their own independent legal advice.

8. PRIVACY

- 8.1 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.

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 Promotion (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 entrant may request access to his or her personal information by writing to the Digital Marketing Manager at Warner Music Australia, Ground Floor West, 60 Union Street, Pyrmont NSW 2009.

9. HEADINGS

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

10. ENTIRE CONDITIONS

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

11. PROMOTER'S DETAILS

11.1 The Promoter is Warner Music Australia Pty Limited (ABN 35 000 815 565) of Ground Floor West, 60 Union Street, Pyrmont NSW 2009.

11.2 Authorised under NSW Permit No. LTPM/19/04606.