

Warner Music Australia Pty Limited
“Warner Music Australia Lara Andallo” Promotion
Terms and Conditions

By entering Warner Music Australia Pty Limited’s (“Warner”) “Warner Music Australia Lara Andallo” Promotion, you are agreeing to the following terms and conditions:

1. STANDARD TERMS

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

2. WHO CAN PARTICIPATE?

2.1 The only persons who may participate and download the Track are those who are;

- a) residents of the world; and
- b) over 15 years of age; and
- c) not employees of the Promoter or their associated companies, agencies or families.
- d) participants under the age of 18 must seek prior permission from their parent or guardian to enter this Promotion. Any such participant without this permission is not eligible to enter the Promotion.

3. THE PROMOTION

3.1 The Promotion is known as the “Warner Music Australia Lara Andallo” Promotion.

4. HOW TO ENTER AND DOWNLOAD THE TRACK

4.1 The Promotion commences on 26 February 2020 at 5.00pm (AEST), and shall end on the earlier of i) 26 May 2020 at 5.00pm (AEST) and ii) the download of 5000 copies of the Track (the “Promotion Period”).

4.2 To participate and download the Track:

- (a) Step 1: Log on to the website <https://form.warnerartists.com/html/laraandallo/downloadtrophy/> (“the Free Download URL”) and follow the prompts to sign up to the Lara Andallo mailing list (optional) and receive a free download of the exclusive Promotion only track “Trophy (Stripped)” mp3 by the artist Lara Andallo; (“the Track”);
- (b) Step 2: Follow the prompts on the Free Download URL to register your email address ; name and sign up for the Lara Andallo mailing list (optional);
- (c) Step 3: Follow the prompts on the website Free Download URL and click to accept the Terms and Conditions.

(c) Step 4: Follow the prompts on the website Free Download URL to download the Track free of charge.

4.3 Participants must have registered by end of the Promotion Period to be eligible to download the Track. 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 Participants may only register once and thus only download the Track once.

5. THE TRACK

5.1 The download shall be 1 x copy of the Track in mp3 digital format.

5.2 The retail value of the Track is A\$2.19. Track value is based upon the recommended retail price as at 26 February 2020 (inclusive of GST), and the Promoter accepts no responsibility for any change in Track 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 Track which will be verified at the discretion of the Promoter.

5.3 Track details are correct at 26 February 2020. Should the Track be unavailable due to unforeseen circumstances or reasons beyond the control of the Promoter, the Promoter may at its discretion change the Track so as to provide reasonable alternative tracks and the entrants agree that no liability shall attach to the Promoter or parties connected to the Promoter as a result.

5.4 The Track 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 Track at the time stipulated by the Promoter then the Track will be forfeited and cash will not be awarded in lieu of the Track.

5.6 By accepting the Track, the participants agree to participate in and co-operate as required with all reasonable media editorial requests relating to the Promotion including being interviewed, photographed and/or filmed.

5.7 By entering their email address and accepting the Track, the participants accept the terms and conditions and to receiving marketing material from the Promoter.

5.8 Participants agree to comply with all applicable laws in their use of the Track. The Track offered hereunder is for personal use only and the participant is not granted any commercial, sale, resale, reproduction, distribution or Promotional use rights for the Track, including any rights for uses that require a synchronization or public performance license with respect to the underlying musical composition; Unauthorised reproduction or distribution of the Track is expressly prohibited and may violate applicable law; participants

are not permitted to modify, edit or repurpose the Track; All rights are reserved and participants are not permitted to infringe the rights of the copyright owner(s).

5.8 It is a condition of accepting the Track that the participants must comply with all the conditions of use of the Track and Track supplier's requirements.

5.9 It is a condition of accepting the Track 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 The Promoter and its affiliates and associated agencies and companies will take no responsibility for entries damaged or lost in transit, or late, lost or misdirected entries.

6.2 The Promoter and its affiliates, associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including consequential loss) that is suffered or for any personal injury suffered or sustained or for any claim that may occur:

- a) during the Promotion;
- b) as a consequence of late or lost entries or computer malfunction;
- c) in relation to failure of an entry message to be received by the Promoter on account of technical problems or traffic congestion;
- d) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this Promotion;
- e) due to circumstances outside the Promoter's reasonable control;
- f) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any Website;
- g) unauthorised human intervention in any part of the Promotion;
- h) electronic or human error which may occur in the administration of the Promotion;
- i) any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the entrants;
- j) any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this promotion.

This condition does not affect, and is not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the Track supplied again.

- 6.3 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter'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, act of terrorism, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
- 6.4 The Promoter, its affiliates and its associated agencies and companies associated with this promotion assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.
- 6.5 If for any reason this Promotion is not capable of running as planned, due to causes including but not limited to infection by computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given under State Regulation.
- 6.6 The entrants are responsible for obtaining their own independent legal advice.

7. 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 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 entrants e-mail address for the Turquoise Prince Mailing List. The entrant may request access to his or her personal information by writing to the Digital Marketing Manager at Ground Floor West, 60 Union Street, Pyrmont NSW 2009

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 Ground Floor West, 60 Union Street, Pyrmont NSW 2009