

Warner Music Australia Pty Limited
“PURCHASE TRIVIUM – WHAT THE DEAD MEN SAY – FOR YOUR CHANCE TO PLAY MATT HEAFY OVER TWITCH” Promotion
Terms and Conditions

By entering Warner Music Australia Pty Limited’s (“Warner”) “PURCHASE TRIVIUM – WHAT THE DEAD MEN SAY – FOR YOUR CHANCE TO PLAY MATT HEAFY OVER TWITCH” 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.

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;
- b) are 18 years of age or older;
- c) have a valid email address;
- d) have a valid, legally obtained copy of the Blizzard videogame “Overwatch” and registered Blizzard account; and
- e) are not employees of the Promoter or their associated companies, agencies or families.

3. THE PROMOTION

3.1 The Promotion is known as the “PURCHASE TRIVIUM – WHAT THE DEAD MEN SAY – FOR YOUR CHANCE TO PLAY MATT HEAFY OVER TWITCH” Promotion.

4. HOW TO ENTER

4.1 The Promotion will run between 21 April 2020 at 10.00am (AEDT) and 30 April 2020 at 11.59pm (AEST) (“the Promotion Period”).

4.2 To enter,

(a) Step 1 Go to url <https://store.maniacsonline.com.au/collections/trivium> (“the Store Website”);

(b) Step 2: Follow the prompts on the Store Website to order the Trivium album entitled “What The Dead Men Say” (“the Artist’s Album”) in one of the following order formats offered on the Store Website:

- (i) Hoodie and Artist Album Bundle - \$175.00
- (ii) T-shirt and Artist Album Bundle - \$130.00
- (iii) Hat + Artist Album Bundle - \$60.00
- (iv) Vinyl Artist Album Bundle - \$65.00
- (v) Lenticular Poster and Artist Album Bundle - \$75.00
- (vi) Artist Album in Coke Bottle Vinyl format – \$60.00

- (vii) Artist Album in Black Vinyl format - \$60.00
- (viii) Artist Album in CD format - \$20.00

- (c) Step 3: Follow the prompts on the Store Website to complete your order purchase
- (d) Step 4: Follow the prompts on the Store Website and register your first name, last name, phone number, state, email address and order number ("the Entry");
- (e) Step 5: By entering these details on the Store Website you acknowledge you are opting-in to the official Maniacs mailing list (optional) and the official Trivium mailing list (optional) and accept the terms and conditions (compulsory).

- 4.3 Entrants must enter by 11.59pm (AEST) on 30 April 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 enter the Promotion more than once, subject to each entry being submitted separately with a different order number. Strictly limited to one (1) purchase of the Artist's Album per order number.
- 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 Winner will be drawn randomly. The Prize Draw will be held on 1 May 2020 at 10:00am AEST ("the Prize Draw Date") at Warner Music Australia, 60 Union Street, Pyrmont NSW 2009 ("the Prize Draw Location").
- 5.2 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process including but not limited to engaging in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

- 5.3 The Promoter will attempt to notify the Winner by no later than 1 May 2020 (“the Winner Notification Date”) 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 Maniacs website located at <http://www.maniacsonline.com.au/> (“the Winner Announcement Page”) on 1 May 2020.
- 5.4 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:
- 5.4.1 If the potential Winner has not claimed their prize within three (3) days of the Winner Notification Date (“the Winner’s Prize Claim Date”), the Promoter reserves the right to conduct a redraw on 4 May 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 Winner Announcement Page and will be contacted via their Contact Details.
- 5.4.2 The prize (or any correspondence relating thereto, e.g. a notification from the Promoter confirming a winning entry) is returned as non-deliverable;
- 5.4.3 If the Promoter requests the 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 24 hours of such request being made;
- 5.4.4 The Promoter determines non-compliance with any of these Terms and Conditions.

6. PRIZE

- 6.1 There will be one (1) Winner for the entire Promotion.
- 6.2 The Winner will win the opportunity to play against Matt Heafy of Trivium in a match of Overwatch (“the Video Game”) which will be broadcast live on Twitch, along with four (4) teammates (“Winner’s Teammates”) of the Winner’s choosing and the streamer known professionally as “Panda.TV” (“the Live Twitch Event”). The Winner’s Teammates must also all be over the age of 18.
- 6.3 Details for the Live Twitch Event including the date of the Live Twitch Event shall be advised by the Promoter in its sole discretion.

- 6.4 The total maximum retail value of the prize pool is approx. A\$50.00 (inclusive of GST). Prize value is based upon the recommended retail prices at 21 April 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 a 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.
- 6.5 Prize details are correct at 21 April 2020. Should any part of the Prize become unavailable or not be able to take place 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.
- 6.6 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.
- 6.7 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.
- 6.8 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.

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 the Live Twitch Event);
 - (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 Each 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, promotion and direct marketing material in relation to programs and products and services available through the Promoter. The Promoter is collecting each entrants email address for the official Trivium mailing list (optional) and the official Maniacs mailing list (optional). The entrant may request access to his or her personal information writing to the Digital Marketing Manager at 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.

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

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