

**TERMS AND CONDITIONS FOR
BLUR MAGIC WHIP MERCHANDISE COMPETITION (the "Promotion")**

This Promotion is being run by Warner Music UK Limited ("**we**", "**us**", "**our**") of Seventh Floor, 90 High Holburn, London WC1V 6XX. 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 England, Scotland or Wales and at least eighteen years of age to enter this Promotion. Residents of Northern Ireland, our employees, directors, management, licensees, contractors, related companies, 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 00:00:00 BST on 13 June 2015 until 23:59:59 GMT on 31 December 2015. 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.
- 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

The Promotion will be promoted on the URL address found under the lid of Blur Ice Cream tubs (the "**Website**"). To enter the Promotion, participants must purchase a Blur branded tub of ice cream (available at the Isle of Wight Festival and from selected supermarkets in the competition territories) and enter their name, email address, postal address and telephone number onto the relevant section of the Website. You must also agree to subscribe to receive our email newsletters. We only allow one entry per person and per email address.

3. PRIZE

- 3.1. The prize to be won is a set of Blur The Magic Whip tour merchandise including a t-shirt, badge set, beach ball, yo-yo and key ring. One prize per winner. We will cover the cost of posting the prize to the winner (at an address in the England, Scotland or Wales only).
- 3.2. The winner is solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs. The winner(s) will also be responsible for all applicable personal documentation and taxes, if any, relating to and/or payable in respect of the prize(s). We will not be responsible for providing any alternative prize(s) if the winner is not able to make use of the prize for whatever reason.
- 3.3. The prize(s) are non-transferable and no cash alternatives will be available for any prize. However, we reserve the right to substitute a prize (or prizes) of equal or greater value at any time if we withdraw the prize(s) (in whole or in part) for any reason or it becomes unavailable (in whole or in part). The prize(s) are subject to availability and other restrictions.

4. WINNER SELECTION AND NOTIFICATION

- 4.1. The winning entrant(s) will be selected within two week after the closing date of the competition and will be the first names 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 notify the winner by no later than 15 January 2016 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.
- 4.3. If any of the following circumstances apply, a winner will be deemed to have forfeited the prize and an alternative winner will 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 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;
 - 4.3.4. The prize is attendance at, or tickets to, an event and the relevant winner is not available to travel and/or attend the venue on the relevant dates;
 - 4.3.5. Or we determine non-compliance with any of these Ts&Cs.
- 4.4. The winners' names may be obtained by sending a stamped self-addressed envelope marked 'Blur Magic Whip Ice Cream' to 27 Wrights Lane, London W8 5SW.

5. CONTENT SUBMITTED BY ENTRANTS AND INTELLECTUAL PROPERTY

- 5.1. Entrants agree that any copyright and other intellectual property rights vesting in their entry to the Promotion will be owned by us and to this effect by entering the Promotion entrants agree to hereby unconditionally and irrevocably assign to us, as legal and beneficial owner and with full title guarantee, by way of present assignment of all present and future rights, all rights, title and interest in all intellectual property rights (reproduction, representation and adaptation rights) in or arising out of their entry to the Promotion, worldwide, for the full legal duration of such rights for Promoter commercial, promotional and advertising purposes in connection with the Promotion, in any kind of materials (printed materials, posters, press, online materials as for instance all Promoter related websites or webpages, banners, TV and radio commercials, etc.). Entrants also hereby agree to irrevocably and unconditionally waive any and all moral and similar rights vesting in their entry to the Promotion to the extent legally permissible.
- 5.2. All rights granted by entrants are free from all encumbrances charges and liens and we (and our licensees and assignees) shall have the exclusive right to edit, overdub and exploit your entry and all versions edits and derivatives thereof throughout the world (or not, as we see fit) and to authorise others to do so without further reference or payment to you or reference or payment to any persons featured in your entry or who helped make your entry.
- 5.3. Entrants also represent and warrant that:

- 5.3.1. Their entry does not contain any virus or other harmful software, any harmful, offensive or inappropriate content;
 - 5.3.2. The entry does not disparage or reflect adversely upon the Promoter or its goods/services;
 - 5.3.3. They have all rights necessary to grant the rights provided for in this paragraph 4.4, and that all materials forming part of their entry to the Promotion, and any use of such materials by or on behalf of us, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party; and
 - 5.3.4. They have obtained all rights, licences, and permissions necessary, in writing, from any person who may be featured in their entry and that their entry to the Promotion fully complies with these Ts&Cs.
- 5.4. Upon our request and without compensation, entrants undertake to execute all such documents as are reasonably required by us to perfect the transfer or assignment of all rights, title and interests referred to in these Ts&Cs to us. If you are selected as a winner, we may send you consent forms (the "Consent Forms") which you must ensure are signed by all of the people featured in your entry. If we do not receive the signed Consent Forms by such date as we may reasonably notify to you, we have the right to pick an alternative winner and not to use your entry.
 - 5.5. Entrants shall reimburse us for all damages arising from or in relation to a breach of clause 4.4 to the extent such damages are caused by the entrant.

6. PUBLICITY

Winners 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 chose) 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 (Internet especially on all Promoters. related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (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.

7. DATA PROTECTION

- 7.1. 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.
- 7.2. We would like to be able to keep you informed about Blur and their activities. We would also like to be able to share your email address with other similar artists and selected third parties so that they may keep you informed of their activities from time to time. If you would like us to use your email address in either or both of these ways, please tick the relevant box(es) on the Website where indicated prior to submitting your entry. Ticking the box(es) is not required for entry in the Promotion nor will doing so increase your chances of winning.

8. GENERAL

- 8.1. 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.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

9. 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 Great Britain.