

## TERMS AND CONDITIONS FOR “ROXETTE (“Artist”) VIDEO PROMOTION” (the “Promotion”)

This Promotion is being run by Warner Music Sweden AB (“we”, “us”, “our”) of Rehmsgatan 20, 113 57 Stockholm, Sweden. We are the “promoter” of the Promotion. By providing your details to us and uploading your video you confirm that 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 territory where you live and at least eighteen (18) years old to enter this Promotion.
- 1.2 This Promotion is open until **on 21 October 2016** (“End Date”). 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) (for entrants resident in France, we accept responsibility where this is caused by fault or negligence by us). 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 Internet.
- 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.

### 2. HOW TO ENTER

- 2.1 The Promotion will be promoted on the following URL address: [insert] and (the “Websites”) and on our social media accounts on Facebook, Twitter and Instagram. To enter the Promotion, you must upload a video on the Website and provide any other information requested on the Website. Submissions must be solely your original work. Join/group/team entries are prohibited. We only allow one entry per person and per email address.

### 3. PRIZE

- 3.1 The winning submissions will be included as part of the official video for “Why Don’t You Bring Me Flowers” performed by Roxette.
- 3.2 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.

**For entrants resident in Germany:** 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 it becomes unavailable (in whole or in part for unexpected reasons).

### 4. WINNER SELECTION AND NOTIFICATION

- 4.1 The winning submission will be selected on or about **28 October 2016** by a panel of judges comprising members of Warner Music Group.

## 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 (esp. reproduction, representation and adaptation rights) in or arising out of their entry to the Promotion (including, for entrants resident in Japan, the rights in Articles 27 and 28 of the Copyright Act of Japan), 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.) to the extent legally permissible. 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. Statutory rights remain unaffected.

**Entrants** may be requested to sign an agreement to give effect to this clause.

**Entrants resident in Australia** also hereby agree to irrevocably and unconditionally consent to any and all acts or omissions by the Promoter which have already occurred or may occur in the future, which may infringe any and all moral rights of the entrant in their entry to the Promotion.

- 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. Statutory rights remain unaffected.
- 5.3 Entrants also represent and warrant that:
- (a) their entry does not contain any virus or other harmful software, any harmful, offensive or inappropriate content;
  - (b) the entry does not disparage or reflect adversely upon the Promoter or its goods/services;
  - (c) they have all rights necessary to grant the rights provided for in this paragraph 3, 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
  - (d) 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 5 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 (including 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

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](http://www.wminewmedia.com/privacy).

## 8. GENERAL

- 8.1 **For entrants resident in the UK, Belgium, Spain, Australia, New Zealand or Japan:** 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) (insofar as they relate to the Promotion only) 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.

**For entrants resident in Germany:** In the case of cancelation of the Promotion, we will, at our discretion, select the winner(s) from eligible entries received prior to the event that required such cancelation.

**For entrants resident in France:** We may modify, amend, cancel or suspend the Promotion and/or prize(s) at any time if we deem it absolutely necessary, due to force majeure or technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond our control. Unless fault or negligence from us, 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 for justified reasons, including non-compliance with these terms and conditions. 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 **For entrants resident in the UK, Belgium, Spain, Japan, Australia or New Zealand:** 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 Promotion in this Promotion (including any damage to the entrant's or any other person's computer relating to or resulting from Promotion 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.

**For entrants resident in France:** In case of fault or negligence from us, our liability is limited to direct damages only.

**For entrants resident in Germany:** We shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.

- (a) In an event of slight negligence, we shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the meaning of this provision is an obligation whose fulfilment makes the implementation of this contract possible in the first place and on the fulfilment of which the contractual partner may therefore generally rely.
- (b) In a case according to Clause (ii), we shall not be liable for any lack of commercial success, lost profits and indirect damages.
- (c) Liability in accordance with the above Clauses (ii) and (iii) shall be limited to the typical, foreseeable damages.
- (d) The limitation of liability shall apply mutatis mutandis to the benefit of our employees, agents and vicarious agents.
- (e) Any potential liability on our part for any warranties and for claims based on the German Product Liability Act shall not be affected.

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.

8.5 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram. Entrants hereby release each of Facebook, Twitter and Instagram from all responsibility and liability in respect of the Promotion. If the Promotion takes place using Twitter, the following additional terms apply:

- (a) entrants may not use multiple Twitter accounts to enter the Promotion and such entries will be ineligible;
- (b) multiple entries in a single day from a single entrant will not be accepted;
- (c) if entrants are required to post an entry on Twitter, include an [@reply] to the Promoter.

## 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 the country in which the entrant is resident.