

TERMS AND CONDITIONS FOR THE MAGIC GANG (“ARTIST”) ALBUM LAUNCH PARTY PASS GIVEAWAY (“PROMOTION”)

This Promotion is being run by Warner Music UK Limited (“we”, “us”, “our”) of 27 Wrights Lane, Kensington, London W8 5SW on behalf of Warner Brother Records UK (“Label”). We are the promoter of the Promotion. By providing personal details to us, you confirm that you would like to enter the Promotion as an entrant (“Entrant(s)”) and Entrant agrees 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. In order to enter this Prize Draw you must be a permanent resident in the United Kingdom and at least sixteen (16) years old. If Entrants are under eighteen (18) years old Entrants must have the consent of their parent(s) or guardian(s) to enter and Entrants’ parent(s) or guardian(s) must have also read and consented to these Terms and Conditions. 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 10:00:00 GMT on 12th March 2018 until 10:00:00 GMT on 19th March 2018. Our 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). Entrant’s 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 (defined below) to other Entrants.

2. HOW TO ENTER

- 2.1. Entrants will be able to enter the Promotion on the following URL address: themagicgang.co/YALAlaunch (“Website”) and it will promoted on the Artist’s official Facebook page <https://www.facebook.com/TheMagicGang/>, on the Artist’s official Twitter account https://twitter.com/_TheMagicGang/, on the Artist’s official Instagram account <https://www.instagram.com/themagicgang/>, on YALA! Records’ (“YALA”) official website <http://www.yalarecords.com/>, on YALA’s official Facebook account <https://www.facebook.com/yalarecords/>, on YALA’s official Twitter account <https://twitter.com/yalarecords>, on YALA’s official Instagram account <https://www.instagram.com/yalarecords/>, on Label’s official Facebook account <https://www.facebook.com/warnerbrosrecordsuk/>, on Label’s official Twitter account <https://twitter.com/WarnerBrosMusic> and on Label’s official Instagram account <https://www.instagram.com/warnerbrosmusic/>.
- 2.2. To enter the Promotion, Entrants must pre-save Artist’s debut album on Spotify and sign up to Artist’s mailing list, and YALA’s mailing list, on the Website, including their full name, email address and telephone number (“Entry”).

- 2.3. Submitting one or more Entries will not increase the odds of winning the Prize (defined below). By participating in the Promotion, each Entrant is confirming that they have read and agree to comply with: (i) these terms and conditions; (ii) our terms of use, located at <http://www.wmg.com/termsconditions>; and (iii) Spotify's terms of use, located at <https://www.spotify.com/uk/legal/end-user-agreement/plain/>. Entrants may submit only one Entry.

3. PRIZE

- 3.1. Sixty five (65) selected Entrants ("Winners") will each win a pair of guest list passes ("Prize") to Artist's album launch party at Bermondsey Social Club, London on 21st March 2018 ("Event").
- 3.2. The Winners and their guests are solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs, including accommodation, flights and any and all other travel costs related to attendance at the Event, all food, drink and leisure expenses and insurance. The Winners and their guests will also be responsible for all applicable personal documentation and taxes, if any, relating to and/or payable in respect of the Prize. For the avoidance of doubt, the Winners are responsible for ensuring that ticket holders are able to travel on the relevant dates, have valid travel insurance in place where required and fulfil any and all requirements for travel to and from the venue of the Event. Warner will not be responsible for providing any alternative prize(s) if any ticket holders are unable to travel to the relevant venue on the relevant date(s) for whatever reason.
- 3.3. The Prize is non-transferable and no cash alternatives will be available for the Prize. However, we reserve the right to substitute the Prize of equal or greater value at any time if we withdraw the Prize (in whole or in part) for any reason or it becomes unavailable (in whole or in part). In particular, events are sometimes cancelled or rescheduled. If the Event is cancelled or rescheduled, Warner reserves the right to issue a substitute prize (or prizes). The Prize is subject to availability and other restrictions.

4. WINNER SELECTION AND NOTIFICATION

- 4.1. The Winners will be selected on 19th March 2018 after 11:00:00 GMT after the Promotion has closed. The Winners names will be drawn at random from Entrants' names on the mailing lists. The odds of winning depend upon the total number of eligible Entries received for the random prize draw.
- 4.2. We will notify the Winners on 19th March 2018 after 11:00:00 GMT via email, using details submitted on the Entry. If an Entrant is chosen as a Winner and the chosen Entrant's contact details have changed since their Entry, we reserve the right to disqualify the Entry and select an alternative winner.
- 4.3. If any of the following circumstances apply, the Winner will be deemed to have forfeited the prize and an alternative winner/runner up will be selected from the remaining eligible Entrants, using the process set out above, in accordance with below:
- 4.3.1. the 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 twelve (12) hours of such request being made; or
- 4.3.2. we determine non-compliance with any of these Ts&Cs.

- 4.4. The Winner's name may be obtained by sending a stamped self-addressed envelope marked 'The Magic Gang Album Launch Party Pass Giveaway' to the Digital Department, Warner Music UK Ltd, 27 Wrights Lane, London W8 5SW.

5. DATA PROTECTION

- 5.1. 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 <http://www.wminewmedia.com/privacy/>. Additionally, by participating in the Promotion, Entrants confirm that they have read and understand Spotify's privacy policy, located at <https://www.spotify.com/uk/legal/privacy-policy/plain/>.
- 5.2. We would like to be able to keep Entrants informed about Artist and their activities. We would also like to be able to share Entrants email addresses with Artist so that they may keep Entrants informed of their activities from time to time.

6. GENERAL

- 6.1. 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 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.
- 6.2. 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 will result in disqualification but, disqualification shall not represent the sole remedy available to us.
- 6.3. 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.
- 6.4. 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 us to enforce a certain provision of these Ts&Cs in a given circumstance shall not constitute the waiver of such provision.
- 6.5. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter and/or Instagram. Entrants hereby release Facebook, Twitter and Instagram from all responsibility and liability in respect of the Promotion.

7. 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 in respect of entrants who are resident in Great Britain.