

**Warner Music Australia Pty Limited**  
**“Metal Maniacs Follow To Win” Competition**  
**Terms and Conditions**

By entering Warner Music Pty Limited’s (“Warner”) “Metal Maniacs Follow To Win” Competition, 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 are;
- (a) residents of Australia;
  - (b) are 16 Years old or over. Entrants under the age of 18 must seek prior permission from their parent or guardian to enter this Promotion. Any such entrant without this permission is not eligible to enter the Promotion
  - (c) have a valid Facebook account;
  - (d) have a valid Spotify account;
  - (e) have a valid email address;
  - (f) are not employees of the Promoter or their associated companies, agencies or families

3. THE COMPETITION

3.1 The Competition is known as the “Metal Maniacs Follow To Win” Competition

4. HOW TO ENTER

4.1 The Competition commences on 22 October 2018 at 12.00pm (AEST) and concludes on 30 June 2019 at 11.59pm (AEST) (“the Competition Period”).

4.2 To enter;

- (a) Step 1: Follow the prompts on the webpage <https://campaigns.topsify.com/app/11759/follow-metal-maniacs-playlist> (“the Entry Page”)
- (b) Step 2: Follow the prompts on the Entry Page and
  - (i) Follow (i) the **Metal Maniacs** playlist on Spotify (compulsory); and
  - (ii) Accept the terms and conditions.
- (c) Step 3: Follow the prompts on the Entry Page and login to your Spotify account or use your personal Facebook Connect to login to your Spotify account and accept the terms and conditions. When you follow the **Metal Maniacs** official playlist located at <https://open.spotify.com/user/maniacsaustralia/playlist/6UvEr7N2OZbMSpoirijtk> the following information will be collected from your Spotify account: your registration data (name, username, email address, date of birth, postal code and country). If you connect to the service using credentials from a Third Party Application (as defined in the Terms and Conditions of Use of Spotify) (e.g., Facebook), you authorise Spotify to collect your authentication information, such as your username and encrypted access credentials, which we will then collect via such Third Party Application. We may also collect other information available on or through your Third Party Application account, including, for example, your name, profile picture, country, hometown, email address, date of birth, gender, friends’ names and profile pictures, and networks.

(d) Step 4; By entering these details on the Webpage you acknowledge you are opting-in to the Maniacs official mailing list (optional) and accept the terms and conditions.

4.3 For each month of the Competition Period, entries must be received by 11.59pm (AEST) of the final day of the relevant month ("the End Of Month Period") to be eligible to win the prize for that month. The time of entry will in each case be the time the registration is received by the Warner database. No responsibility is accepted for late, incomplete, lost or misdirected entries.

4.4 Entrants may only register once per End Of Month Period during the Competition Period.

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.

## 5. HOW TO WIN

5.1 Each Winner will be drawn randomly. The Prize Draw will be held on the first business day after the relevant End Of Month Period at 10:00am AEST ("the End Of Month Period Prize Draw Date") at Warner Music Australia, 39-47 Albany Street, Crows Nest, Sydney NSW 2065 ("the Prize Draw Location").

5.2 Each Winner will be notified by email on the relevant the End Of Month Period Prize Draw Date and the Winner's details will be made available on the Maniacs official website located at [www.maniacsonline.com.au](http://www.maniacsonline.com.au) and on the Maniacs Facebook page located at <https://www.facebook.com/ManiacsAU> on the relevant Monthly Prize Draw Date.

5.3 The results of the Competition are final and the Promoter will not enter into correspondence regarding the result.

## 6. PRIZE

6.1 For each End Of Month Period, there will be one (1) Winner who will receive one (1) x Warner Music Australia music bundle (with such contents included to be chosen by Warner at its sole discretion) (maximum retail value A\$100.00)

6.2 Total Maximum Prize Value: A\$900.00 Prize values are based upon the recommended retail prices as at 22 October 2018 (inclusive of GST) and Promoter accepts no responsibility for any change in prize value between now and the ultimate travel date. Promoter reserves the right to request the Winner to provide proof of identity, residency and entry into the Competition in order to claim the prize which will be verified at the discretion of the Promoter.

- 6.3 Prize details are correct at 22 October 2018. Should any part of the prize be unavailable 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 each Winner agrees that no liability shall attach to the Promoter or parties connected to the Promoter as a result.
- 6.4 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.
- 6.5 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.
- 6.6 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.
- 6.7 It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and prize supplier's requirements.
- 6.8 It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
7. NO LIABILITY
- 7.1 Warner Music Australia Pty Limited and its affiliates and associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected entries.
- 7.2 Warner Music Australia Pty Limited 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 Competition;
- b) whilst undertaking any travel won on or connected with their entry into the Competition or while attending the Show or
- c) in the participation in any prize;
- d) as a consequence of late or lost entries or computer malfunction;
- e) in relation to failure of an entry message to be received by the Promoter on account of technical problems or traffic congestion;
- f) 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 Competition
- g) due to circumstances outside the Promoter's reasonable control.
- h) The unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any Website,
- i) Unauthorised human intervention in any part of the Competition,
- j) Electronic or human error which may occur in the administration of the Competition,
- k) 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 a prize Winner and, where applicable, to any family/persons accompanying a Winner,
- l) 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 Competition.

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 prize supplied again.

- 7.3 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 Competition 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 Competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

7.4 Warner Music Australia Pty Limited, its affiliates and its associated agencies and companies associated with this Competition 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.

7.5 If for any reason this Competition 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 Competition, 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 Competition, subject to any written direction given under State Regulation.

7.6 Each Winner is responsible for obtaining their own independent legal advice as tax implications may arise.

## 8. PRIVACY

8.1 The Promoter is bound by the National 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](http://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 Winner), 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 email address for the official Maniacs Mailing List (optional). The entrant may request access to his or her personal information by writing to the Digital Marketing Manager at 39-47 Albany Street, Crows Nest, New South Wales, 2065.

## 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 Competition.

## 11. PROMOTER'S DETAILS

11.1 The Promoter is Warner Music Australia Pty Limited (ABN 35 000 815 565) of 39 – 47 Albany Street, Crows Nest NSW 2065

11.2 Authorised under NSW Permit No. LTPM/18/03292.