

Warner Music Australia Pty Limited
“RED HOT CHILI PEPPERS FOLLOW TO WIN” Competition
Terms and Conditions

By entering Warner Music Australia Pty Limited’s (“Warner”) “**RED HOT CHILI PEPPERS FOLLOW TO WIN**” Competition

1. STANDARD TERMS

- 1.1 Information and instructions on "How to Enter" form part of these conditions of entry. By entering the Competition, 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 16 years of age or older; entrants under the age of 18 must seek prior permission from their parent or guardian to enter this Competition. Any such entrant without this permission is not eligible to enter the Competition.
 - c) have a valid Facebook account; Spotify account and/or Apple Music account
 - d) have a valid email address; and
 - e) are not employees of the Promoter or their associated companies, agencies or families.

3. THE COMPETITION

- 3.1 The Competition is known as the “**RED HOT CHILI PEPPERS FOLLOW TO WIN**” Competition

4. HOW TO ENTER

- 4.1 The Competition will run between 29 January 2019 at 12.00pm (AEST) and 6 March 2019 at 11.59PM (AEST) (“the Competition Period”).

- 4.2 To enter using Spotify:

- (a) Step 1: Follow the prompts on the webpage
<https://campaigns.topsify.com/app/14709/follow-to-win-red-hot-chili-peppers> (“the Entry Page”);
- (b) Step 2: Follow the prompts on the Entry Page and:
 - a. Login to your Spotify account and follow the prompts. By connecting your Spotify account you agree that you will automatically;
 - i. Follow the **Red Hot Chili Peppers** official artist page on Spotify located at <https://open.spotify.com/artist/0L8ExT028jH3ddEcZwqJJ5> (compulsory)
 - ii. Save the **Red Hot Chili Peppers** playlist entitled “This Is: Red Hot Chili Peppers” on Spotify located at <https://open.spotify.com/playlist/37i9dQZF1DXbuvTm9NMIGt> (compulsory); and
 - iii. 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 (i) follow **Red Hot Chili Peppers** official artist page on Spotify located <https://open.spotify.com/artist/0L8ExT028jH3ddEcZwqJJ5> and (ii) save the **Red Hot Chili Peppers** playlist entitled “This Is: Red Hot Chili Peppers” on Spotify located at <https://open.spotify.com/playlist/37i9dQZF1DXbuvtm9NMIGt> the following information will be collected from your Spotify account: your registration data (name, username, email address, date of birth, gender, 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.
- (c) Step 4; By entering these details the Entry Page you acknowledge you are opting-in to Red Hot Chili Peppers’s official mailing list (optional) and accept the terms and conditions.

4.3 To enter using Apple Music:

- (a) Step 1: Go to the Entry Page ;
- (b) Step 2: Follow the prompts on the Entry Page and login to your Apple Music account and complete the two-step verification if prompted and accept the terms and conditions.
- (c) Step 3: Follow the prompts on the Entry Page and enter your name, email address and date of birth.
- (d) Step 4: Follow the prompts on the Entry Page and follow **Red Hot Chili Peppers** official artist page on Apple Music located at <https://itunes.apple.com/au/artist/red-hot-chili-peppers/889780>
- (e) Step 5: Follow the **Red Hot Chili Peppers** playlist entitled “Red Hot Chili Peppers Essentials” on Apple Music located at <https://itunes.apple.com/au/playlist/red-hot-chili-peppers-essentials/pl.9055e2e325314c72812d147573977e01> (compulsory);
- (f) Step 6: When you Follow the **Red Hot Chili Peppers** playlist entitled “Red Hot Chili Peppers Essentials” on Apple Music located at <https://itunes.apple.com/au/playlist/red-hot-chili-peppers-essentials/pl.9055e2e325314c72812d147573977e01> the following information will be collected from your Apple Music account: your registration data (name, Apple ID, email address, date of birth, and country) in accordance with Apple’s privacy policy located here www.apple.com/privacy.
- (g) Step 7: By entering these details on the Entry Page you acknowledge you are opting-in to the Red Hot Chili Peppers official mailing list (optional) and accept the terms and conditions.

- 4.4 Entrants must enter by 11.59pm (AEST) on 6 March 2019 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.
- 4.5 The Promoter only allows one entry per entrant and per email address.
- 4.6 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.
- 4.7 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 The Winner will be drawn randomly. The Prize Draw will be held on 7 March 2019 at 10:00am AEST ("the Prize Draw Date") at Warner Music Australia, 39-47 Albany Street, Crows Nest, Sydney NSW 2065 ("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 tampering by way of use of techniques designed to avoid the payment of SMS costs or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. 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 7 March 2019 using the contact details submitted in the entry ("the Winner Notification Date"). If you are chosen as the 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 official Warner Music Australia Facebook page located at <https://www.facebook.com/WarnerMusicAU/> on 7 March 2019.
- 5.4 If any of the following circumstances apply, the Winner will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to the Promoter) and an alternative winner may be selected from the remaining eligible entrants using the process set out above:
 - (i) If the potential winner has not claimed their prize within thirty (30) days of the Winner Notification Date ("the Winner's Prize Claim Date"), the Promoter reserves the right to conduct a further draw in accordance with clause 5.1 above to award the prize to another entrant;
 - (ii) The prize (or any correspondence relating thereto, e.g. a notification from the Promoter confirming a winning entry) is returned as non-deliverable;

- (iii) 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 48 hours of such request being made;
- (iv) The Promoter determines non-compliance with any of these Ts&Cs.

6. PRIZE

6.1 There will be one (1) Winner for the entire Competition who will receive the following:

- 1. Ten (10) x RHCP \$50 Electronic Gift Cards which can be redeemed at the Red Hot Chili Peppers Shop located at <https://redhotchilipeppers.com/shop>

6.2 The total maximum retail value of the prize pool is \$500 USD (\$705.28 AUD) (inclusive of GST). Prize value is based upon the recommended retail prices at 29 January 2019 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 the Winners to provide proof of age and identity, residency and entry into the Competition in order to claim the prize which will be verified at the discretion of Warner.

6.3 Prize details are correct at 29 January 2019. 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 the 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 any 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 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 Competition including participating in any prize (including but not limited to attendance at the Show);
 - (b) any late, lost or misdirected entries or failure to receive any entry in the Competition;
 - (c) any prizes damaged or lost in transit;
 - (d) any travel won in or in connection with the Competition;
 - (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 Competition in accordance with clause 7.2 or clause 7.3;
 - (g) any unauthorised human intervention in any part of the Competition (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 Competition;
 - (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 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 and act of terrorism), Warner may in its absolute discretion cancel the Competition and recommence it from the start at another time on the same conditions. If the Competition is regulated by any applicable government body, the cancellation or recommencement of the Competition will be subject to any requirements imposed by such body.
- 7.3. If for any reason this Competition is not capable of running as planned due to causes beyond the control of Warner which affect the proper conduct of this Competition, 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 Competition subject to the requirements of any relevant government body that regulates the running of the Competition.
- 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 competition (including but not limited to determining and notifying Winners), 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 e-mail address for the official Ed Sheeran 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