

Warner Music Australia Pty Limited
“WARNER MUSIC AUSTRALIA ED SHEERAN LIVE IN BARCELONA” Promotion
Terms and Conditions

By entering Warner Music Australia Pty Limited’s (“Warner”) **“WARNER MUSIC AUSTRALIA ED SHEERAN LIVE IN BARCELONA”** Promotion

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 only;
- (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 Promotion. Any such entrant without this permission is not eligible to enter the Promotion;
- (c) have a valid email address; and
- (d) are not employees of the Promoter or their associated companies, agencies or families.

3. THE COMPETITION

3.1 The Promotion is known as the **“WARNER MUSIC AUSTRALIA ED SHEERAN LIVE IN BARCELONA”** Promotion

4. HOW TO ENTER

4.1 The Promotion will run between 14 May 2019 at 3.00pm (AEST) and 23 May 2019 at 5.00pm (AEST) (“the Promotion Period”).

4.2 To enter,

- (a) Step 1: Go to url <https://form.warnerartists.com/html/edsheeran/idc/> (“the Competition Page”)
- (b) Step 2: Follow the prompts on Competition Page to order Ed Sheeran’s “I Don’t Care feat. Justin Bieber” digital single (“the Digital Single”) offered on the <https://store.warnermusic.com.au/collections/ed-sheeran/products/i-dont-care> website and submit your order;
- (c) Step 3: Follow the prompts on the Competition Page and register your email address, order number, and tell us in 25 words or less what is your favourite Ed Sheeran song and why? (“the Entry”)
- (d) Step 4; By entering these details on the Competition Page you acknowledge you are opting-in to the Warner Music Australia official mailing list (optional) and the Ed Sheeran official mailing list (optional) and accept the terms and conditions (compulsory).

- 4.3 Entrants must enter by 5.00pm (AEST) on 23 May 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 Warner database. No responsibility is accepted for late, incomplete, lost or misdirected entries.
- 4.4 Entrants may enter the Promotion more than once, subject to each entry being submitted separately with a different order number. Strictly limited to one (1) purchase of the Digital Single per order number.
- 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 entry will be individually judged based on the most original and creative entry, and the entrant with the most original and creative Entry will determine the prize Winner. The decision of the judges (to be nominated by the Promoter in its discretion) is final and the Promoter will not enter into any negotiations regarding the Promotion result.
- 5.2 The Promoter will attempt to notify the Winner no later than 24 May 2019 (“the Winner Notification Date”) using the contact details submitted in the entry (“Contact Details”). If you are chosen as a 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 Warner Music Australia official website located at www.warnermusic.com.au and the Warner Music Australia Facebook page located at <https://www.facebook.com/WarnerMusicAU/> (“the Winner Announcement Page”) on 24 May 2019.
- 5.3 If any of the following circumstances apply, a winner will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to us) and an alternative winner may be selected from the remaining eligible entrants using the process set out above:
 - (a) if the winner has not claimed their prize by the date specified in the winner notification, we reserve the right to award the prize to the next best answer in accordance with clause 5 . 2 above to award the prize to another entrant;
 - (b) the prize (or any correspondence relating thereto, e.g. a notification from us confirming a winning entry) is returned as non-deliverable;
 - (c) 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;
 - (d) the prize is travel and the relevant winner is not available to travel on the relevant dates;
or

- (e) We determine non-compliance with any of these Ts&Cs for justifiable reasons.
- 5.4 The results of the Competition are final and the Promoter will not enter into correspondence regarding the result.

6. PRIZE

- 6.1 There will be one Winner for the entire Competition. The Winner will win a prize package for two (2) people, being the Winner and one (1) travelling companion (If the Winner is under the age of 18, the travelling companion ticket must be for a parent or guardian, who must take full responsibility for the Winner throughout the duration of the trip and Show), detailed below:

- a) Two (2) x return economy flights from Winners nearest capital city airport to Barcelona, Spain (Maximum Retail Value: A\$4,000.00)
- b) 4 x nights' accommodation in one (1) family hotel room in Barcelona, Spain at 4 star hotel selected by Promoter, (maximum retail value approx. A\$1,200.00)
- c) 2 x tickets to see Ed Sheeran perform his "Divide" Tour at Estadi Olímpic De Montjuïc Lluís Companys in Barcelona, Spain on 7 June 2019 (maximum retail value approx. A\$300.00) ("the Show").
- d) Transfers to and from Barcelona airport and the Barcelona accommodation only (Maximum Retail Value: A\$400.00)

- 6.2 Total Maximum Prize Value: A\$5,900.00. Prize values are based upon the recommended retail prices as at 14 May 2019 (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 The Winner (and his/her travelling companions) are responsible for all other expenses including visas, spending money, meals, drinks, transfers to and from Winners residence to nearest capital city airport, laundry charges, activities, incidentals, taxes, fuel surcharges, gratuities, services charges, travel insurance and all other ancillary costs (e.g. excess luggage fees). Travel insurance is highly recommended.

- 6.4 A valid passport is required for all international travel. The name on the airfare bookings must appear exactly as written in the winner's passport and that of the winner's travelling companion. The Promoter and Sponsor are not responsible for being denied boarding or any re-issue costs charged by the airline due to an incorrect name supplied.

- 6.4 The Winner and his/her travelling companion will be responsible for all necessary travel documents including valid passports with at least 6 months validity remaining, visas etc. and the Promoter will not be responsible for any such documentation.

- 6.5 The nominated airline makes no representation as to the safety, conditions or other issues that may exist at the destination of travel.
- 6.6 Prize details are correct at 14 May 2019. Should the Show be cancelled or postponed or not be able to take place 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.
- 6.8 The Winner and his/her travelling companions must travel at the same time, must depart from the same capital city and tickets will not be exchanged for another destination.
- 6.9 The Winner and their companion may not accrue frequent flyer points or other credits or points associated with any travel loyalty programs. Prizes cannot be used in conjunction with travel discounts or special offers. Any extension or variation of the travel dates nominated by the Promoter will be at the cost and responsibility of the Winner. Any requests to extend or vary travel arrangements must be made in writing and must be received by the Promoter prior to time of booking. Once booked, any changes made to the booking may incur a cancellation or amendment fee, at the cost and responsibility of the Winner.
- 6.10 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.
- 6.11 Travel must be redeemed and completed in line with the confirmed Show and is subject to accommodation and flight availability. The Winner and their travelling companion must make their own way to and from the Show. No transport will be provided.
- 6.12 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.
- 6.13 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.
- 6.14 Air tickets are available on the regular scheduled services of the airline. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule.

- 6.15 A credit card imprint or cash deposit may be required from the Winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
- 6.16 It is a condition of accepting the prize that the Winner and his/her travelling companion must comply with all the conditions of use of the prize and prize supplier's requirements.
- 6.17 It is a condition of accepting the prize that the Winner and his/her travelling companion may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 6.18 The Winner and their travelling companion agree to abide to any prevailing terms and conditions of flight provider (Conditions of Carriage), accommodation provider, transport provider, services provider, transfers provider, travel insurance provider, tour or ticket providers, and in particular, any health, behaviour, age and safety requirements. No compensation will be payable by the Promoter if the Winner or their travel companion, are unable to use any element of the prize as stated for whatever reason, including ejection, delay, refusal of entry into or departure from Barcelona, Spain or participation in certain activities for health, age, behaviour or safety reasons. Any tickets, passes or vouchers issued as part of a prize are subject to the prevailing terms and conditions of use, are only valid for use within the stated duration on the tickets, passes or vouchers issued, and are not replaceable if lost, stolen or damaged. Any part of a prize that is not taken for any reason is forfeited by the Winner.
- 6.19 Tickets to the Show may not be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services by the bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission.
- 6.20 Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties

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 Promotion including participating in any prize (including but not limited to attendance at a Selected Showcase Performance);
 - (b) any late, lost or misdirected entries or failure to receive any entry in the Promotion;
 - (c) any prizes damaged or lost in transit;
 - (d) any travel won in or in connection with the Promotion;

- (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 Promotion in accordance with clause 7.2 or clause 7.3;
- (g) any unauthorised human intervention in any part of the Promotion (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 Promotion;
- (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 *Promotion 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 Promotion 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 Promotion and recommence it from the start at another time on the same conditions. If the Promotion is regulated by any applicable government body, the cancellation or recommencement of the Promotion will be subject to any requirements imposed by such body.
- 7.3. If for any reason this Promotion is not capable of running as planned due to causes beyond the control of Warner which affect the proper conduct of this Promotion, 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 Promotion subject to the requirements of any relevant government body that regulates the running of the Promotion.
- 7.4 The 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 Warner Music Australia mailing list (optional) and 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 Promotion

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