

TERMS AND CONDITIONS FOR ELLA HENDERSON ("ARTIST") EXCLUSIVE CONTENT PROMOTION ("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 Major Toms ("**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**") 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 Promotion, Entrant must be a permanent resident in the United Kingdom and at least 16 years old. Entrants under the age of eighteen must have the permission of a parent or guardian (such parent or guardian must also consent 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 31st October 2019 at 3pm until five hundred (500) entrants have entered the promotion (in any event no later than 7th November 2019). 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 to another entrant.

2. HOW TO ENTER

To enter the Promotion Entrants must:

- 2.1 Presave the Artist's new EP on Apple, Spotify or Deezer;
- 2.2 Promotion will be promoted through the Artist's Facebook, Instagram: Twitter accounts.
- 2.3 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 our Privacy Policy (defined below). Entrants may submit only one Entry. In the event of a dispute as to the origin of an Entry, the authorised account holder of the email address associated with the Entry will be deemed to be the Entrant. Each Winner (defined below) may be required to show proof of being the authorised email address account holder, as determined by us in our sole discretion.

3. PRIZE

- 3.1 All Entrants ("Winner") will be granted access to view exclusive content relating to the Artist.
- 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). In particular, concerts are sometimes cancelled or rescheduled. If the

concert is cancelled or rescheduled, we reserve the right to issue a substitute prize (or prizes). The prize(s) are subject to availability and other restrictions.

4. **WINNER SELECTION AND NOTIFICATION**

4.1 We will notify the Winner by no later than 7th November 2019. via email ("**Winner Notification**"), using the email address provided on Entry.

4.2 If any of the following circumstances apply, the Winner will be deemed to have forfeited the Prize and an alternative winner will be selected from the remaining eligible Entrants using the process set out above:

- (a) if a Winner has not claimed their prize by the date specified in the Winner Notification, we reserve the right to conduct a further draw to award the Prize to another Entrant;
- (b) the Winner Notification is returned as non-deliverable;
- (c) a 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 forty eight (48) hours of such request being made;
- (d) we determine a Winner's non-compliance with any of these Ts&Cs.

4.3 The Winner's names may be obtained by sending a stamped self-addressed envelope marked 'Ella Henderson Promotion- to the Digital Department, Warner Music UK Ltd, 27 Wrights Lane, London W8 5SW.

5. **PUBLICITY**

Winner 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, Entrants agree to provide, and we (or any third party we may chose) may use Entrant's Entry, details of Entrant's name, likeness, voice, performance (if applicable) and county/country of residence and/or other indicia of Entrant's persona in any kind of medias (Internet especially on all of our related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (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.

6. **DATA PROTECTION**

By submitting an Entry, Entrants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by Entrants 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.

7. **GENERAL**

7.1 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.

7.2 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 (including the URL) will

result in disqualification but, disqualification shall not represent the sole remedy available to us.

- 7.3 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 the Prize (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.
- 7.4 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. Our failure to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 7.5 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook /Twitter /Instagram/Spotify. Entrants hereby release each of Facebook, Twitter, Instagram and Spotify from all responsibility and liability in respect of the Promotion.

8. **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.