

ONEREPUBLIC PRIZE DRAW TERMS AND CONDITIONS

THESE TERMS & CONDITIONS, AND ANY OTHER GUIDELINE TERMS & CONDITIONS THAT APPLY ON THIS SITE, ALONG WITH OTHER DOCUMENTS SPECIFIED HEREIN, FORM AN AGREEMENT BETWEEN POLYDOR RECORDS, A DIVISION OF UNIVERSAL MUSIC OPERATIONS LIMITED (“POLYDOR”) AND YOU, WHICH TERMS (INCLUDING WITHOUT LIMITATION OBLIGATIONS REPRESENTATIONS WARRANTIES AND AGREEMENTS) SHALL TAKE EFFECT IMMEDIATELY UPON ENTERING THE PRIZE DRAW.

YOU MUST FULLY UNDERSTAND AND AGREE TO ENTER INTO THESE TERMS & CONDITIONS PRIOR TO ENTERING - IF YOU ARE AGED 16 OR 17 YOU MUST HAVE LEGAL PARENT OR GUARDIAN EXPRESS CONSENT TO (i) ENTER THIS PRIZE DRAW, AND (ii) ACCEPT AND TAKE UP THE PRIZE IN THE EVENT THAT YOU ARE SELECTED AS ONE OF THE (9) WINNING ENTRANTS.

BY ENTERING THE PRIZE DRAW, YOU HEREBY CONFIRM THAT:

- YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS & CONDITIONS OR IF YOU ARE AGED 16 OR 17 YEARS OLD, YOU HAVE OBTAINED LEGAL PARENT OR GUARDIAN CONSENT TO (i) ENTER THE PRIZE DRAW, AND (ii) ACCEPT AND TAKE UP THE PRIZE; AND
- YOU HAVE OBTAINED LEGAL ADVICE OR HAVE KNOWINGLY DECLINED TO DO SO.

Definition

The Prize Draw – Opt-in to OneRepublic Facebook page and allow the app to access personal information (email address, age, location, name) app (Link TBC) from your Facebook account to enter; once your entry is accepted, you will be added into a pool of entrants from which 6 Winning Entrants will be randomly selected.

- Opening date – 12.00pm 2nd December 2013
- Closing date - 18.00 20th December 2013
- Winning Entrants selected on - January 2nd 2014
- Winning Entrants announced on - 2nd January 2014
- All phases above will take place from 12pm BST
- Any entries received after the closing date & time will not be eligible.

Prize – package includes the following only:

A pair of tickets to see OneRepublic perform live in concert on one of the dates of their forthcoming UK tour from March 16th- March 22nd 2014, fans will be required to select a preferred date they would like to attend (“the Concert”).

Entrant – any person that (i) enters the Prize Draw, and (ii) satisfies the eligibility criteria in clause 1 below.

Accompanying Person – means the person that a Winning Entrant is entitled to bring with them to the Concert. In the event that a Winning Entrant is aged 16 or 17 years old, he/she must be accompanied by a parent/legal guardian who shall count as their Accompanying Person. If a Winning Entrant is 18 years old or over, such Winning Entrant will not be permitted to select an Accompanying Person who is under the age of 18 years old.

Winning Entrant – one of the 6 Entrants randomly selected as a winner of the Prize Draw.

Winning Party – means a Winning Entrant and their Accompanying Person.

Artist – OneRepublic

1.1 Eligibility

- 1.2 Entrants must be aged 16 years old or over. Prior to entering the Prize Draw, Entrants aged 16 or 17 years old require parent or legal guardian express consent to (i) enter this prize draw, and (ii) accept and take up the prize in the event that they are selected as one of the (25) winning entrants.
- 1.3 Entrants must be resident of the United Kingdom.
- 1.4 The Prize Draw is not open to employees (and members of their families/household) of Polydor (and its subsidiaries, divisions, affiliates, designees, sponsors, licensees, and advertising and promotional agencies).
- 1.5 Entrants may only enter this Prize Draw once, and multiple entries from the same person (for example, via several submissions) will be counted as one entry with the first entry being submitted being the entry counted.
- 1.6 Entrants agree to the Privacy Policy set out in clause 5 below.
- 1.7 Polydor and/or the Artist reserves the right to disqualify Entrants that; breach these Terms & Conditions, submit false information, act fraudulently, otherwise fail to satisfy the eligibility criteria or generally breach the spirit of the Prize Draw.
- 1.8 Entrants agree to comply with inquiries and requests from Polydor and/or Artist representatives in regard to verifying their (and their Accompanying Person's) eligibility and/or identity.

2. Entry Process

- 2.1 Opt-in to the OneRepublic Facebook page and allow the app to access personal information (email address, age, location, name) from your Facebook account to enter; once your entry is accepted, you will be added into a pool of entrants from which 6 Winning Entrants will be randomly selected. The selection decision as to the Winning Entrants will be final, and no correspondence will be entered into regarding the selection process.
- 2.2 There is no charge to enter the Prize Draw. However, standard telephone, mobile data, and internet connection charges may apply. Please check with your respective provider for details of such charges.
- 2.3 Entrants acknowledge that the Internet is not a secure medium and information submitted to this Prize Draw via the may be accessed by third parties and Polydor and/or the Artist accepts no liability for third party interaction and/or interference.
- 2.4 Polydor and/or the Artist accept no responsibility or liability for any technical failure, error, omission, interruption, or defect in any service (including without limitation internet service providers, servers, websites, devices, mobile networks/applications) supplied by any third party in connection with, or as part of the organisation of the Prize Draw.
- 2.5 Further Polydor and the Artist hereby exclude any and all liability for any costs incurred, injury, disappointment and/or losses (including consequential loss of any nature howsoever arising) in any way arising directly or indirectly as a result of entering or attempting to enter this Prize Draw including where caused by Polydor and/or the Artist's negligence (as far as any exclusion is permissible by law which shall not for the avoidance of doubt include excluding any liability for death or personal injury caused by negligence or for fraud).

3. Winning Entrants

- 3.1 Winning Entrants will be initially notified via email by a Polydor representative, and correspondence may continue via email, social network, post and/or telephone at Polydor

and/or the Artist's sole discretion, using the information provided by Winning Entrants. Polydor and/or the Artist representatives are not obligated to leave a voice mail on an answering service. Polydor and/or the Artist shall have no liability for any notification that is lost, intercepted or not received by Winning Entrants for any reason.

- 3.2 If Winning Entrants fails to respond to any notification within 24 hours or lets correspondence lapse for an unreasonable length of time, he/she may be disqualified.
- 3.3 Winning Entrants agrees that Polydor and/or the Artist will have the right, without additional payment or permission, to use appropriate personal information, (including without limitation name, image, age, location) and/or audio visual recordings of them that are relevant to the Prize Draw, in connection with publicity/promotion for the Prize, and/or Polydor (and its subsidiaries, divisions, affiliates, designees, sponsors, licensees, and advertising and promotional agencies) and/or the Artist.
- 3.4 Winning Entrants agree to;
 - (a) actively participate in good faith and to the best of their abilities during the activities entailed in the Prize, that is deemed appropriate in the absolute discretion of Polydor and/or the Artist (as applicable).
 - (b) comply with reasonable requests and instructions from Polydor and/or the Artist representatives prior to and during partaking of the Prize and activities entailed.
 - (c) take all reasonable steps to ensure their own health and safety when taking part in any events or activities forming part of the Prize Draw and/or Prize and they will comply with the safety standards notified to them by Polydor and/or the Artist representatives.
- 3.5 Polydor and/or the Artist reserve the right to withdraw the Prize from the Winning Party, if at any point, in their sole discretion they feel that any of the members of the Winning Party exhibit any dangerous, immoral and/or distasteful behaviour or indicate to Polydor and/or the Artist or its/their representatives (as applicable) that he/she may act in such a way.
- 3.6 For the avoidance of doubt, disqualification of Winning Entrants entails the disqualification of the entire Winning Party.
- 3.7 In the absolute discretion of Polydor and/or the Artist (as applicable) Polydor and/or the Artist are entitled, to replace or substitute a disqualified Winning Entrants with any other eligible Entrant, but are by no means obliged to.
- 3.8 Polydor and/or the Artist hereby exclude any and all liability for any costs incurred, injury, disappointment and/or losses (including consequential loss of any nature howsoever arising) in any way arising, whether directly or indirectly as a result of winning this Prize Draw and/or partaking of the Prize including where caused by Polydor and/or the Artist's negligence (as far as any exclusion is permissible by law which shall not for the avoidance of doubt include excluding any liability for death or personal injury caused by negligence or for fraud).

4. Prize

- 4.1 A pair of tickets to the Concert.
- 4.2 The Prize has no cash value and is non-transferable, nor is it exchangeable for cash or any other prize.
- 4.3 The Winning Entrant and their Accompanying Person must present a suitable form of identification at the venue to collect tickets and gain entry into the Concert. If either member of the Winning Party fails to provide suitable identification, neither person shall be provided with tickets and entry will be refused.
- 4.4 Entrants represent and warrant that in the event that they win the Prize, they will be responsible for all personal costs incurred (i.e costs that are above and beyond the Prize), including but not limited to passport/visa costs, airport transfers, travel, food/drink, clothing, medical bills, room service, or any activities unrelated or in addition to the Prize) and acquire all insurances relevant to them and their circumstances (including but not limited to insurance that covers health, travel, personal belongings) which may be relevant,

as well as ensuring that they have attained the appropriate health checks given their state of health.

- 4.5 In addition to these Terms & Conditions, Winning Entrants agree to abide by and be bound by any and all the terms and conditions of the Concert promoter and venue, as well as any other relevant terms and conditions applicable to the activities entailed in the Prize,
- 4.6 Polydor and/or the Artist will not be liable for any failure on the part of the Winning Party to gain entry or re-entry to the Concert for any reason (including but not limited to, punctuality or their failure to meet admission requirements).

5. Privacy Policy

- 5.1 Entrants authorise Polydor to use their personal details for the purposes of administering the Prize Draw and (if applicable) compiling a database in connection with the Artist. All personal data relating to Entrants will be used solely in accordance with Privacy Policies (see - <http://www.umusic.co.uk/privacy.html>) as well as current UK data protection legislation. Personal information will not be disclosed to a third party without the Entrant's consent.

6. General

- 6.1 The decisions of the Polydor and/or the Artist on all matters pertaining to the Prize Draw shall be final and binding and no correspondence will be entered into in respect of the same.
- 6.2 Each Entrant hereby agrees to indemnify and hold and Polydor and/or the Artist (and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, subsidiaries, designees, clients, licensees, assigns, employees, officers and directors) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all costs, losses, damages, expenses and liabilities (including for, but not limited to goodwill and loss of reputation) relating to or arising out a breach by the Entrant of either the Terms & Conditions or the reasonable requests and instructions of Polydor and/or the Artist or its/their (as applicable) representatives in relation to the Prize (including but not limited to any behaviour that constitutes a disqualification under these Terms & Conditions, and any failure to attend or failure to be punctual in regard to any arrangements made by mutual agreement with the Polydor and/or the Artist or its/their representatives (as applicable)) or as a result of any breach of any of the warranties, representations or agreements of the Entrant hereunder.
- 6.3 Where these Terms & Conditions contain obligations and agreements on the part of each Winning Entrant which envisage each Winning Entrant's Accompanying Person personally undertaking the same, then the obligation on each Winning Entrant shall be to "procure that their Accompanying Person" undertakes the relevant obligation, representation, warranty, and/or agreement and that they agree to execute all further necessary documentation and do all further necessary actions so as to give effect to this intention.
- 6.4 Polydor and/or Artist reserves the right to alter, modify, add to or change in any way the Prize, the Prize Draw and/or any provision of these Terms & Conditions and may also in its/their (as applicable) absolute discretion, limit or expand the services available via this website and/or the Prize Draw page without giving prior notice to Entrants.
- 6.5 Neither party to these Terms & Conditions shall be liable for any failure or delay in performance under these Terms & Conditions to the extent said failures or delays are proximately caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 6.6 If any section or part of a section of these Terms & Conditions is held by a court or some other relevant authority to be invalid or unenforceable the remaining sections of these Terms & Conditions shall not be affected and the section or part of a section held to be

invalid or unenforceable shall be amended by the minimum amount necessary to make it valid and enforceable (where it is possible to do so).

6.7 Any dispute arising from the Prize Draw and/or the Terms & Conditions will be subject to the law of England & Wales, together with the courts of that jurisdiction.