

FRANK TURNER 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.

BY ENTERING THE PRIZE DRAW, YOU HEREBY CONFIRM THAT:

- YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS & CONDITIONS AND ARE ELIGIBLE 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.

1. **Eligibility**

- 1.1 This Prize Promotion is open to residents of the UK. Entrants aged 13 and under must ask their parent or guardian for permission to enter this Prize Promotion and agree to these terms and conditions. UMO reserves the right to request proof of age for entrants as well as parent's or guardian's consent. If Entrants are aged 13 or under, Entrants' parent or guardian must consent to Entrant entering this Prize Promotion and providing Entrants' details to UMO.1.3 The Prize Draw is not open to employees (and members of their families/household) of Polydor (and its subsidiaries, divisions and advertising and promotional agencies).
- 1.4 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.
- 1.5 Entrants agree to the Privacy Policy set out in clause 5 below.
- 1.6 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.
- 1.7 Entrants agree to comply with queries and requests from Polydor and/or Artist representatives in regard to verifying their (and their Accompanying Person's, if applicable) eligibility and/or identity.

2. **Entry Process**

- 2.1 No purchase is necessary to enter or win the Prize Promotion but entrants should be aware that they may be subject to local charges depending on their own individual arrangements for internet access.
- 2.2 The Prize Promotion will begin on 10am 28th April 2018 and the deadline for receipt of entry is midnight May 12th 2018 (the "Entry Period").
- 2.4 To enter you must, before the Entry Period ends; sign in to site and complete the required information fields on the Entry Application using a valid email address or using a valid social media account (e.g Instagram, twitter); once complete, entrants are **required to submit** an original drawing that has been solely created by the entrant for the purpose of entering this Prize Promotion ("Artwork").
- 2.5 All eligible entries will be entered into the prize draw (the "Entry"/"Entries") and by entering the Prize Promotion you will become an "Entrant".
- 2.6 Entrants must have a valid email address. The details provided by the Entrant in their sign-in form will be the identity of the Entrant and, if selected for the Prize, the identity of the Winner. The use of a bogus name or email address will disqualify an Entrant. There is a limit of one entry per person. Duplicate entries will be void. All Entries become the property of Polydor. By entering the Prize Promotion, Entrant consents to Polydor's collection of the personal information in accordance with Polydor's privacy policy found at clause 5. Entrant further consents to receive additional promotional information. All Entrants

agree to abide by these rules. Entries may be rejected in the sole discretion of Polydor, including for reasons of obscenity, defamation or invasion of privacy.

- 2.7 Entrants acknowledge that the Internet is not a secure medium and information submitted to this Prize Draw may be accessed by third parties and Polydor and/or the Artist accepts no liability for third party interaction and/or interference.
- 2.8 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.

3. Winning Entrants

- 3.1 Winning Entrants will be contacted by a Polydor representative, 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 a reasonable (in Polydor's opinion) timeframe 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 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.
- 3.5 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 entering or attempting to enter this Prize or from 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 One signed Frank Turner Be More Kind Boxset (approximately valued at £50)
- 4.2 The Prize is non-transferable, nor is it exchangeable for cash or any other prize.
- 4.3 The Winning Entrants may be required to present a suitable form of identification to collect prize (if required). If the Winning Entrant fails to provide suitable identification the prize may 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)
- 4.5 In addition to these Terms & Conditions, Winning Entrants agree to abide by any other relevant terms and conditions applicable to the activities entailed in the Prize,

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 and/or Polydor. All personal data relating to Entrants will be used solely in accordance with Privacy Policies (see - <https://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 behavior 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.

Artwork

- 7.1 Entrants warrant that none of the Artwork will violate or infringe any common law or statutory right of any person including, but without limitation, contractual rights and copyright;
- 7.2 Entrants grant to Polydor and/or Artist full and unfettered rights to use the Artwork (without reverting for any further consents) for any exploitation in any manner or media in connection with Frank Turner (by way of example only the Artwork may be embodied with a backdrop to a live performance, or shared of social media or used within any promotion or advertising in connection with the artist) and Polydor and/or Artist shall be entitled to resize, alter and/or edit the Artwork for its purposes; and for the avoidance of doubt Entrants waive (and/or agree not to assert) any moral rights in the Artwork

