

**TERMS AND CONDITIONS FOR  
WHY DON'T WE ("ARTIST") PRE-SAVE TO WIN PROMOTION ("PROMOTION")**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW OR REGULATIONS.

This Promotion is being run by Atlantic Recording Corporation ("**we**", "**us**", "**our**") of 1633 Broadway, New York, NY 10019. We are the "Promoter" of the Promotion. By providing your details to us you confirm that you would like to enter the Promotion and you agree 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. You must be a legal resident in the USA (ex. Puerto Rico, U.S. Virgin Islands and all other U.S. territories) (hereafter, the "**United States**"), Canada, the UK, Ireland, France, Germany, Austria, Switzerland, Italy, Belgium, Luxembourg, Sweden, Norway, Finland, Denmark, the Netherlands, Australia or New Zealand (the "**Eligibility Area**") and at least the age of majority in your jurisdiction of residence to enter this Promotion or, if you are under the age of majority in your jurisdiction of residence, you must be at least thirteen (13) years old and have the consent of your parent(s) or legal guardian(s) to take part in this Promotion. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states in the United States may impose additional eligibility restrictions). Our employees, directors, management, licensees, contractors, affiliates, 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. If the participant is an eligible minor in the United States, such eligible minor's parent or legal guardian agrees to these T&Cs along with and on behalf of his or her minor child. All rights and responsibilities of a minor under these T&Cs are conferred and assumed respectively by such minor's parent or legal guardian in respect of the minor.
- 1.2. This Promotion is open from 10:00:00 Eastern Daylight Time on 25<sup>th</sup> September 2020 until 05:00:00 British Summer Time on 29<sup>th</sup> September 2020. Promoter's 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) (**for entrants resident in France**, we accept responsibility where this is caused by fault or negligence by us). 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. To enter the Promotion you must have an unlimited or free access to the Internet and, if entering the Promotion via Spotify, Deezer or Apple Music, a Spotify, Deezer or Apple Music account via either a free or premium subscription. The cost of a premium subscription account can be found on the service's website. No purchase or payment of any kind is necessary to enter or win this Promotion. A purchase will not increase your chances of winning. All entrants represent that any purchase of a Spotify, Deezer or Apple Music subscription was made prior to the start of the Promotion and not in consideration for entrant's entry thereof.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Promotion any entrant who has not complied with these Ts&Cs, or any of the privacy policies governing the submission of information in connection with this Promotion, and to award the prize to another entrant and to require the return of any prize already awarded.

**2. HOW TO ENTER**

- 2.1. The Promotion will be promoted on the following URL address: <https://www.whydontwemusic.com/presavefallin> (the "Website") and on our, related third party

and/or artist social media accounts and/or mailing lists including Facebook, Twitter and Instagram. To enter the Promotion, participants must connect to their Spotify, Deezer or Apple Music account to pre-save or pre-add (as applicable) the Artist's new single "Fallin" via the Website. An alternative entry method is also available whereby participants can enter by completing the official entry form via the Website. We only allow one entry per person and per account. Joint/group/team entries are prohibited. Please see the Website for further details. **For entrants resident in the United States:** Entrants will be automatically subscribed to the mailing list when entering via the Website. **For entrants not resident in the United States:** Entrants will have the option to subscribe to the mailing list when completing the official entry form via the Website.

All participants are also required to tick a checkbox confirming acceptance of these Ts&Cs and use of the participant's data in accordance with our Privacy Policy to administer the Promotion.

- 2.2. Promoter reserves the right in its sole discretion to disqualify all entries should it determine for justifiable reasons that a person has engaged in repeated, egregious or blatant violations of the entry limit. Promoter may acknowledge receipt of entries; but, in such case, acknowledgment does not constitute any representation as to eligibility for the Promotion.

### 3. PRIZE

- 3.1. One hundred (100) winners will each receive one (1) spot to attend, via the video conferencing app known as Zoom (<https://zoom.us/meetings>), an exclusive virtual meeting with the Artist at a date to be selected by the Promoter (Estimated Value: \$150). If the actual prize value is less than the estimated value stated above, winners will not receive any remuneration to cover the difference. Any winners who are under the age of majority in their jurisdiction must have a parent or legal guardian with them at all times while on the Zoom app.
- 3.2. Each winner is solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs, including any costs related to attendance to the virtual Q&A. The winner will also be responsible for all applicable personal documentation (such as valid ID card and/or passport) and taxes, if any, relating to and/or payable in respect of the prize(s). We will not be responsible for providing any alternative prize(s) if any winners are unable to attend the event at the relevant time for whatever reason.
- 3.3. **For entrants not resident in Germany, Switzerland or Austria:** The prize(s) is/are non-transferable and no cash alternatives will be available. 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, events are sometimes cancelled or rescheduled or unable to be performed due to technical reasons. If the event is cancelled or rescheduled, we reserve the right to issue a substitute prize (or prizes). The prize(s) is/are subject to availability and other restrictions. **For winners resident in the United States:** All winners in the United States shall sign any required releases or consents required by Promoter and submit to our standard clearance process for the United States, in our sole discretion, including, without limitation, a background check and liability check.

**For entrants resident in Germany, Switzerland or Austria:** The prize(s) is/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 it becomes unavailable (in whole or in part for unexpected reasons). In particular, events are sometimes cancelled or rescheduled or unable to be performed due to technical reasons. If the event is cancelled or rescheduled, we reserve the right to issue a substitute prize (or prizes).

### 4. WINNER SELECTION AND NOTIFICATION

- 4.1. The winners will be selected on or about 29<sup>th</sup> September 2020 and will be the first one hundred (100) names drawn at random from all valid entries received. The odds of winning depend upon the total number of eligible entries received for the random prize draw.

**For entrants resident in Canada:** Residents of Canada must also correctly answer, unaided, a time-limited mathematical skill-testing question before being declared the winner.

- 4.2. We will attempt to notify all winners by no later than 1<sup>st</sup> October 2020 using the contact details submitted on entry. If you are chosen as a winner and your contact details have changed since your entry, we reserve the right to disqualify your entry and select an alternative winner. We will not notify unsuccessful entrants. We will send each winner the access code to the event once the winner has confirmed to us that they can attend the event. Winners must not share the access code with any person or third party.
- 4.3. 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:
  - 4.3.1. if the winner has not claimed their prize by the date specified in the winner notification;
  - 4.3.2. the prize (or any correspondence relating thereto, e.g. a notification from us confirming a winning entry) is returned as non-deliverable;
  - 4.3.3. 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;
  - 4.3.4. the prize is attendance at, or tickets to, an event and the relevant winner is not available to travel and/or attend at the relevant date or time; or
  - 4.3.5. we determine non-compliance with any of these Ts&Cs for justifiable reasons.
- 4.4. The winner's name will be published on the Website for a period of one month from the date the winner is notified. We will not notify unsuccessful entrants. Winners are entitled to object to the publication of their name in such way and can do so at any time either by informing us when notified or by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

## 5. PUBLICITY

By entering this competition, each entrant, if selected as a winner, expressly agrees and consents to the publication of their name and country of residence to demonstrate the legitimacy and transparency of the Promotion. The winner may also be required to take part in our promotional publicity and sign a release form in respect of such publicity. By entering into this Promotion, you agree to provide and that we (or any third party we may choose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country of residence and/or other indicia of your persona in any kind of medias (including without limitation Internet especially on all promoters' related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (including without limitation printed materials, posters, press advertisements, online materials as for instance web-banners and emails, 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

- 6.1. **For entrants not resident in Germany, Switzerland or Austria:** By submitting an entry, entrants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you 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](http://www.wminewmedia.com/privacy). Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

**For entrants resident in Germany, Switzerland or Austria:** Entrants' personal data will be processed by us and/or the third parties acting on our behalf, in connection with operating the Promotion (including administering prizes) according to our Privacy Policy, available at [www.wminewmedia.com/privacy](http://www.wminewmedia.com/privacy). Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

## 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(s) 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.

**For entrants resident in Germany, Switzerland or Austria:** In the case of cancellation of the Promotion, we will, at our discretion, select the winner(s) from eligible entries received prior to the event that required such cancellation.

- 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 Promoter.

- 7.3. **For entrants not resident in Germany, Switzerland or Austria:** 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 any prize(s) (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.

**For entrants resident in Germany, Switzerland or Austria:** We shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.

- (a) In an event of slight negligence, we shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the meaning of this provision is an obligation whose fulfilment makes the implementation of this contract possible in the first place and on the fulfilment of which the contractual partner may therefore generally rely.
- (b) In a case according to Clause (a), we shall not be liable for any lack of commercial success, lost profits and indirect damages.
- (c) Liability in accordance with the above Clauses (a) and (b) shall be limited to the typical, foreseeable damages.
- (d) The limitation of liability shall apply mutatis mutandis to the benefit of our employees, agents and vicarious agents.

Any potential liability on our part for any warranties and for claims based on the German Product Liability Act shall not be affected.

**For entrants resident in Australia:** Notwithstanding the above, to the fullest extent permitted by law, Warner Music Australia Pty Limited 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;
- (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 Ts&Cs;
- (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 *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.

7.4. **Release.**

**For entrants resident in the United States:** UNLESS OTHERWISE PROHIBITED BY LAW, BY ENTERING, ENTRANT AGREES TO (I) RELEASE AND HOLD PROMOTER, ITS RESPECTIVE AFFILIATES AND THE ARTIST PROFESSIONALLY KNOWN AS "ALEC BENJAMIN" (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

7.5. 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 for justifiable reasons 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.

7.6. 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 for justifiable reasons 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.

- 7.7. Each prize winner is responsible for obtaining their own independent legal advice.
- 7.8. We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.
- 7.9. 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. Failure of the Promoter to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 7.10. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram. Entrants hereby release each of Facebook, Instagram, and Twitter from all responsibility and liability in respect of the Promotion. By entering this Promotion, entrant acknowledges that Facebook/Instagram/Twitter/Spotify/Deezer/Apple Music are websites/platforms over which Promoter has no control and Promoter is not responsible for (a) any issues or loss that may be caused by accessing or using entrant's Facebook/ Instagram/Twitter/Spotify/Deezer/Apple Music accounts for the purpose of this Promotion, or (b) entrant's inability to access, use, or successfully use his or her Facebook/Twitter/Instagram/Spotify/Deezer/Apple Music accounts for this Promotion.

## **8. GOVERNING LAW**

UNLESS PROHIBITED BY LAW, THE PROMOTION AND THESE TS&CS ARE GOVERNED BY THE LAWS OF, AND SUBJECT TO THE EXCLUSIVE JURISDICTION OF, THE RELEVANT COURTS OF NEW YORK, AND WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS. ENTRANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO HIS/HER ENTRIES OR OTHERWISE RELATED TO THE PROMOTION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

**FOR RESIDENTS OF QUEBEC, CANADA:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**POUR RÉSIDENTS DU QUÉBEC** Un différend quant à l'organisation ou à la conduite d'un concours publicitaire peut être soumis à la Régie des alcools, des courses et des jeux afin qu'il soit tranché. Un différend quant à l'attribution d'un prix peut être soumis à la Régie uniquement aux fins d'une intervention pour tenter de la régler.