Warner Music Promotion Rules

Promotion details

Ed Sheeran - 4 CD Frame - Terms and Conditions - Sign up to win

Name of artist: Ed Sheeran

Promotion period: Beginning on Wed Feb 19 2025 17:01 GMT to Wed Feb 28 2025 16:59 GMT

Eligible countries, states, and/or territories: UK, USA (excluding Puerto Rico, U.S. Virgin Islands and all other U.S. territories), Canada (excluding Quebec), France, Germany, Netherlands, Luxembourg, Ireland, Norway, Sweden, Finland, Denmark, Australia, New Zealand

How to enter:

The Promotion will be promoted on the Website and on our related third party and/or artist's social media accounts and/or mailing lists including Facebook, Tiktok and Instagram. To enter the Promotion, participants must: (i) sign up by providing their first name, email address, city and country, via the form on the Website; and (ii) select the tick box confirming participants have read the terms and conditions and click submit.

How many winners: one (1) winner

How winner(s) are selected: Random selection

Winner notification date: Wed Feb 28 2025

Prize per winner: One (1) frame containing four (4) CDs designed by Ed Sheeran. Frame valued at £200 total. [200 GBP].

Promotion URL address: https://wct.live/app/42541/compilationEPframe-giveaway ("Website")

Promotion Rules

This promotion ("**Promotion**") is subject to the following terms and conditions ("**Rules**") and any accompanying directions and additional terms (including any specific Promotion details provided). In the case of conflict between these Rules and such directions and additional terms, these Rules shall prevail. When participating in the Promotion, you agree to accept these Rules and to comply with all applicable laws and regulations in your country, jurisdiction, state, or territory of residence. The Promoter is: **Warner Music UK Limited, registered company number 00680511, at Cannon Place, 78 Cannon Street, London, EC4N 6AF, United Kingdom** ("**Promoter**"). This Promotion and these Rules are void where prohibited.

- 1. No purchase necessary to enter or win. A purchase does not increase your chances of winning.
- 2. Employees and agents of the Promoter or any company connected with the production or distribution of this Promotion, or any of their associated companies, are not eligible to take part in the Promotion, nor are their relatives or members of their immediate families or persons living in the same household(s) as employees or agents of the Promoter.

- 3. Save as otherwise indicated, the Promotion is open to entrants aged the older of 18 or the age of majority in the country or other jurisdiction of entry ("Age of Majority") and may be restricted to residents of eligible countries, states, and/or territories (as set out in the Promotion). Written parental/guardian consent is required where the Promotion states that participants (and/or their guests in the enjoyment of a prize, if applicable) may be under the Age of Majority. Proof of age, identity and eligibility may be required to claim any prize and must be provided upon request. All entries (including but not limited to entries via social media or other promotional devices) must be made available on request for the checking or verification of any claim.
- 4. Entry to the Promotion is limited to one entry per person and e-mail address unless otherwise specified (in such case, duplicate entries will be void and only the first entry submitted will be eligible to win any applicable prize). Entries will not be accepted which are: (a) made outside of the promotion period; (b) automatically generated by computer or created by artificial intelligence (e.g. chatbots); (c) completed by agents, third parties or in bulk; (d) illegible, have been altered, reconstructed, forged or tampered with; or (e) incomplete or otherwise not in accordance with the Promotion directions.
- 5. The determination and decision of the Promoter and any judges on all matters shall be final in all respects and no correspondence will be entered into. The Promoter reserves the right in its sole discretion to: (a) exclude any entrant from participating in the Promotion if it has reasonable grounds to believe that there has been a breach of these Rules; (b) to hold void, suspend, cancel, or amend the Promotion due to event(s) outside of its reasonable control; and (c) to add to or to waive any directions or Rules on reasonable notice. In all cases, the Promoter will exercise its discretion reasonably considering the interests of all parties involved.
- 6. The Promoter may disqualify any entrant who it has reasonable grounds to suspect of cheating, deception, fraudulent conduct, establishing multiple accounts to gain multiple entries or purchasing votes directly or indirectly and/or whose conduct is contrary to the spirit of the Rules or the intention of the Promotion and to declare as void any or all claims or entries of such entrants.
- 7. The Promoter may declare as void any claims or entries resulting from any publishing, printing, production and/or distribution errors (including but not limited to any error(s) in the relevant app, website, printed content and/or other materials made available) or where there has been error(s) in any aspect of the preparation for or conduct of the Promotion materially affecting the result of the Promotion or the number of claimants or the value of claims.
- 8. No purchase is required to enter or win, however entrants may need an Internet connection. No refund may be claimed for expenses incurred in participating in the Promotion.
- 9. Third party terms and conditions may apply to a prize or its fulfilment where applicable, and winners agree to comply with such terms and conditions.
- 10. Where the Promotion is a prize draw (i.e. a random draw), the Promoter will select winner(s) in the presence of an independent adjudicator. Where the Promotion involves an entry which is required to be judged, eligible entries will be judged by a panel of three judges (one of whom will be independent from the Promoter) based on the winning criteria described in the Promotion details. The decision of the panel of judges will be final. Names of the judges are available on request to the Promoter within one month of the end of the Promotion (see paragraph 30). Odds of winning a prize draw depend on the number of entries received, or as otherwise stated in the Promotion details.
- 11. The Promoter will make reasonable efforts to contact the winner(s) without undue delay and in any event within 7 working days (or less if we are required by law) following the end of the Promotion (using the information submitted as part of their entry). Winner(s) will need to respond to the notification in the manner specified for the Promotion or, if no time is specified, within 48 hours from the end of the Promotion to confirm acceptance of a prize. If a winner cannot be contacted or fails to respond in time, the Promoter reserves the right to deem that winner's claim as invalid and to re-allocate the applicable prize. The return of any prize notification or prize as undeliverable may result in disqualification by the Promoter (acting reasonably) and an alternate winner may be selected.

- 12. All costs, fees and expenses incidental to any prize are the responsibility of the winner (including any costs connected with travel, where applicable). Winner(s) shall be solely responsible for all taxes, and related reporting associated with the applicable prize.
- 13. Where applicable, prizes will be sent out to the address(es) supplied by the winner(s) within a reasonable period following acceptance of a prize in accordance with paragraph 11.
- 14. The Promoter reserves the right in its reasonable discretion to substitute any prize with an item of equal or greater value. There is no cash alternative to a prize (or any part thereof). Winner(s) are prohibited from transferring their prize to someone else. Winner(s) are prohibited from demanding a substitute prize.
- 15. In the event of there being more claims than prizes available and subject to the provisions of paragraphs 4-7, the names of the valid claimants will go into a random drawing for those prizes.
- 16. Winners' details (surname, county (if applicable) or country of residence) are available on request (via the address in paragraph 30) within one month of the closing date of the Promotion.
- 17. In Canada, subject to the terms of these Rules, before any entrant who is a potential winner of a prize can be declared a winner of the applicable prize, they (or, in the case of a potential winner who is under the Age of Majority, that potential winner's parent or legal guardian) first must correctly answer a time-limited mathematical skill-testing question without assistance of any kind, whether electronic, mechanical or other. The skill-testing question will ordinarily be provided to potential winners of prizes in the manner specified in these Rules.
- 18. The Promotion is not in any way sponsored, endorsed or administered by, or associated with Instagram, X (formerly Twitter), Facebook or any other social platform and each entrant acknowledges and agrees that Instagram, X (formerly Twitter), Facebook and any other social platform shall not have any liability in connection with the Promotion.
- 19. Publicity may be given to a winner(s)' names, images and social media handles and may be published on the Promoter's (and its affiliated companies') social channels, apps, website and other website(s) relating to the Promotion. By entering this Promotion, to the extent permissible by law, entrants agree to such publicity if they are a winner and also grant the Promoter the free use and licence of their name, photograph(s), video and voice in connection with the Promotion ("**Image**") and any content they submit in connection with the Promotion ("**Content**") for advertising, publicity and promotional purposes related to the Promotion, in any media worldwide without additional remuneration. To this effect, to the extent permissible by law, a winner's acceptance of a prize shall be deemed confirmation of their agreement for the Promoter to use their Image and Content in this regard. Entrants hereby agree to take such acts and execute such documents as are reasonably requested by the Promoter to allow it to make use of their Content in accordance with this paragraph 19. Winner(s) is/are entitled to withdraw their consent or object to the publication of their Image and Content in such way and can do so at any time either by informing us when notified or by emailing us at <u>privacypolicy@wmg.com</u>. We will not notify unsuccessful participants.
- 20. If you win any of our competitions, sweepstakes or similar promotions, we may have a legal requirement to publish or share your personal information to demonstrate that a valid award process was conducted. Such information may include your name and location. You can object to our use of your information by contacting us at <u>privacypolicy@wmg.com</u>. However, if requested, we may still be legally required to provide this information to regulators, state authorities and third parties.
- 21. By submitting your entry, you warrant that all persons featured in your entry have given you their express consent for their image, video, voice or other details to be used and, in the case of vulnerable adults or persons under the Age of Majority, you warrant that you have obtained express consent from their parent(s) or legal guardian(s).

- 22. The Promoter shall not be responsible for any attempt to participate in the Promotion which is unsuccessful or incomplete for any reason, including attempts or entries that are lost, mislaid, damaged or delayed in transit (save where caused by the Promoter), including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 23. The Promoter, our affiliates, service providers and/or agents may process the personal data 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. We will collect your consent where we need this to process your personal data, including for marketing purposes. Your personal data may be disclosed to third parties including authorised members of the Promoter's group of companies and its service providers (including obtaining your consent where needed). Participants (or those who otherwise submitted personal data) have the right to access the personal data they provided 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. Specifically in France, you also have the right to give instructions concerning what will happen to your data after your death. Should you feel the need, you are entitled to complain about the processing of your personal data to your local data privacy regulator.
- 24. The Promoter, its associated companies, agents or any other third party involved in the Promotion will not be responsible or liable to compensate any participant or winner or have any liability in connection with: (a) any loss, damage, personal injury or death occurring as a result of taking up a prize (except where it is caused by the negligence or intent of the Promoter); or (b) to the extent that they occur for reasons beyond the Promoter's reasonable control including: any postponement or cancellation of the Promotion; any changes to a prize or the way in which it can be used; any problems with the dispatch of a prize (such as the prize failing to reach the intended recipient); and any act or default of any third party supplier (such third party is responsible for the fulfillment of its promotion).
- 25. Entrants are responsible for ensuring that they will be able to accept any prize and in accordance with these Rules. The Promoter does not accept responsibility if an entrant is ineligible for, or not able to accept, any prize. Competition entries cannot be returned. Unless otherwise stated, all costs and expenses related to a prize (including food and drink, insurance, travel and other additional costs) are excluded and are the responsibility of the winner and their guest. If a prize involves travel: (a) each winner (and guest, if applicable) is responsible for ensuring that they have a valid passport, travel documents (including visas, entry documentation) and meet any medical/vaccination requirements; and (b) each winner (and guest, if applicable) should be appropriately fit for travel.
- 26. All intellectual property in any trademarks, designs, logos, text, images, audio and video materials, look and feel and software ("**Materials**") used in connection with the Promotion are owned by the Promoter, or its subsidiaries, affiliates, agents, licensors or partners as applicable. The Materials are protected by intellectual property laws and treaties around the world. All such rights are reserved, and it is strictly prohibited to remove any copyright or other proprietary notices from any Materials.
- 27. Where applicable for creative or user generated content promotions, entrants (and, in the case of entrants under the Age of Majority, the entrant's parent/guardian) warrant, undertake and represent that: (a) they own all intellectual property rights in the content they submit in connection with the Promotion; (b) such content is their own original work which they have not copied from another work, and does not infringe any third party rights; (c) all persons featured or referred to in the content have expressly consented to being featured in the content and to the use of such content in this Promotion; and (d) the content complies with applicable law.
- 28. The Promoter expressly reserves the right to disallow or disqualify (or prevent from passing through any moderation stage) any entry which in its reasonable opinion: (a) does not meet normal standards

of taste and decency; (b) does not comply with applicable law; or (c) gives the impression that it emanates from, or is endorsed by, the Promoter or another third party.

- 29. For UK promotions: except to the extent required by applicable law, the Promotion, and any dispute or claim arising out of or in connection with it (including any prize), shall be governed by and construed in accordance with English law and entrants irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 30. For non-UK promotions: Unless otherwise required by mandatory laws in your country of residence, this Promotion, and any dispute or claim arising out of or in connection with it (including any prize), shall be subject to the laws of the state or country listed below, without regard to choice or conflicts of law principles. This choice of law will however not have the result of depriving a consumer of the protection afforded to her by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable on the basis of the consumer's habitual residence. Further, you and the Promoter agree to the jurisdiction of the courts listed below to resolve any dispute or claim arising out of or in connection with it (including any prize), except where under applicable mandatory laws, you can choose to bring legal proceedings in your place of residence (in which case, the governing law and forum shall be the laws and courts of your usual place of residence).

Country or Region	Choice of Law	Jurisdiction / Forum
UK	Laws of England and Wales	Exclusive; Courts of England and Wales
Germany	Laws of Germany	Courts of Germany, if the participant does not have its habitual residence in Germany or is a merchant.
France	Laws of France	Courts of France
Netherlands	Dutch Law	Courts of the Netherlands
USA	New York law	Courts of New York
Canada (excl. Quebec)	Province of Ontario	Exclusive; Province of Ontario
Australia	State or Territory where promoter is based	State or Territory where Promoter is based
New Zealand	State or Territory where promoter is based	State or Territory where Promoter is based
Luxembourg	State or Territory where Promoter is based	State or Territory where Promoter is based
Denmark	Danish Law	The Danish Courts with Copenhagen City Court as first instance
Sweden	Swedish Law	The Swedish Courts with Stockholm City Court as first instance

Norway	Norwegian Law	The Norwegian Courts with Oslo City Court as first instance
Finland	Finnish Law	The Finnish Courts with Helsinki City Court as first instance

- 31. Questions, complaints, and requests for information as set out in these Rules can be obtained from: prize.promos_int@warnermusic.com.
- 32. In the event of conflict or inconsistency in interpreting the English version and any translated version, the wording in the English version shall prevail.