

**MINISTRY OF SOUND “THE ANNUAL XXV” PRIZE DRAW – 13<sup>th</sup> November 2019**  
**TERMS AND CONDITIONS**

**1. Promotion Details**

By entering this Prize Draw (the “Prize Draw”) you agree that you have read and understood these Terms and Conditions and agree that you will be bound by them. These Terms and Conditions govern your relationship with Sony Music Entertainment UK Limited, whose address is Sony Music Entertainment UK Limited, 9 Derry Street, London, W8 5HY (“Sony”) and is in no way sponsored, endorsed, administered or associated with Twitter or Facebook or Instagram or Spotify. These Terms and Conditions and the terms and conditions of Twitter <https://twitter.com/tos> and the terms and conditions of Facebook <http://www.facebook.com/policies/?ref=pf> and the terms and conditions of Instagram <http://instagram.com/about/legal/terms> and all other information provided prior to entering the Prize Draw form part of the rules of entering this Prize Draw (the “Rules”). By entering the Prize Draw you agree that you have read, agree to and are bound by the Rules.

**2. Participation**

2.1 The Prize Draw will run from 04:00 PM GMT on Wednesday 13<sup>th</sup> November 2019 (the “Starting Date”) and the “Closing Time” will be 01:00 PM GMT on Monday 16<sup>th</sup> December 2019 (the “Closing Date”) (collectively the “Prize Draw Period”). For the avoidance of doubt no entries will be counted before or beyond the Prize Draw Period.

2.2 To enter this Prize Draw for a chance to win an official Ministry Of Sound (“MOS”) t-shirt (the “Prize”), you are invited during the Prize Draw Period to either:

- i) pre-order on the official MOS store the “Ministry Of Sound - The Annual XXV” album in any format (an “Entry”); **OR**
- ii) click on the ‘no purchase necessary’ link during the Prize Draw Period and submitting a completed online entry form

(each an “Entry”).

There are one hundred (100) Prizes available.

2.3 Entry is only open to residents of England, Scotland and Wales and **you must be aged 14 years old or over** (as of the Starting Date) to enter this Prize Draw. **If you are under 14 years old your entry will be disqualified.** **If you are aged 14, 15, 16 or 17 you must have the permission of your parent or legal guardian before entering this Prize Draw and submitting an Entry.** If you are 18 years old, or over, you are eligible with no permissions required.

2.4 Sony (and its licensees, affiliates and assigns) reserves the right to cancel the Prize Draw or amend these Terms and Conditions without notice in the event of circumstances outside its control, including without limitation, a major catastrophe, war, civil or military disturbance, strike, flood, earthquake or any actual, anticipated or alleged breach of any applicable law or regulation or any other similar event. No liability shall attach to Sony as a result thereof. If a sufficient number of eligible Entries (as determined by Sony, in its sole discretion) are not received by the end of the Prize Draw Period, Sony reserves the right not to award the Prize.

2.5 Employees and their immediate families of Sony, companies within Sony Music Entertainment group of companies and any of their subsidiaries and/or agencies associated with this Prize Draw are ineligible to enter. Any such entries will be invalid.

- 2.6 You may not submit more than one (1) Entry to this Prize Draw. Any duplicates will be deleted and you may be disqualified from this Prize Draw.
- 2.7 Your standard telephone, internet, network and data charges will apply (there is no additional charge to enter this Prize Draw) and you must have the bill payer's permission prior to entering the Prize Draw.

### **3. Submitted Material**

- 3.1 By entering the Prize Draw you warrant and represent that your Entry does not and shall not contain any material that, in Sony's sole discretion (including but not limited to): (i) impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, criminally obscene, pornographic, unlawful, blasphemous, defamatory, libelous, fraudulent, tortuous, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes or graphic violence; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, or could violate any law, or that could otherwise be considered inappropriate; (v) constitute a virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is harmful or invasive or may, or is intended to damage or hijack the operation of, or to monitor the use of, Sony or any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any non-public information about a company.
- 3.2 By entering the Prize Draw, you hereby grant to Sony (and its licensees, affiliates and assigns); a non-exclusive worldwide, royalty-free, perpetual and irrevocable licence without further payment, to use, edit, copy, transmit, display, exploit, manipulate, distribute, reproduce, make, sell or offer to sell; exercise all copyright, trademark, publicity and other proprietary rights (and to sub-licence such rights) to your Entry, your likeness, your voice, your social media handles (being your unique Twitter and/or Facebook and/or Instagram account name), any photographs and/or video footage featuring you and taken in relation to the Prize and/or the Prize Draw, and any information you provided or any part thereof, in any and all media (by any and all means now known or developed in the future), including without limitation, use on commercial audio or video products and all forms of advertising and merchandise.
- 3.3 For the avoidance of doubt you understand that on a non-exclusive basis your Entry, your likeness, your voice, your social media handles, any photographs and/or video footage featuring you and taken in relation to the Prize and/or the Prize Draw, and any information you provide may be used worldwide in perpetuity on a royalty-free basis and without further payment, in services and products of Sony and/or MOS including without limitation videos, radio, publicity, advertising, social media websites, websites and/or on forthcoming audio and/or audio-visual MOS releases.
- 3.4 Sony may at its sole discretion opt not to use, without notice or reason, any Entry that Sony believes is inappropriate or in breach of these Rules or if it simply does not wish to use them.

### **4. The Prize**

- 4.1 i) After 01:00 PM GMT on Monday 16<sup>th</sup> December 2019, one hundred (100) entrants will be randomly selected by Sony (at Sony's sole discretion) from all the eligible Entries to win the Prize (each referred to herein as a "Winner"; collectively the "Winners").

- ii) In the event that a Winner is not, or is unable to, comply with and meet the Rules, Sony shall be entitled at its discretion to disqualify such Winner, without any further liability to that person. No liability shall attach to Sony as a result thereof.
  - iii) No cash alternatives shall be available for the Prize. The Prize is non-transferable. However, Sony reserves the right to change the Prize at its discretion or to offer an alternative Prize of similar value.
- 4.2 After 01:00 PM GMT on Monday 16<sup>th</sup> December 2019, each Winner will be contacted via an email from Sony to the email address provided on their Entry. Once notified each Winner must provide Sony with their full name, home address, telephone/mobile number and date of birth. Each Winner may, in Sony's absolute discretion, be required to sign all necessary waivers, consents, or permissions of any nature required by Sony together with an agreement ratifying the rights granted to Sony herein (and any other documents reasonably required by Sony) (the "Required Agreement(s)"). If a Winner cannot be contacted within forty eight (48) hours on first notification attempt, or if a Winner rejects the Prize, or if a Winner's home address or email returns as "undeliverable", or if a Winner's telephone/mobile does not work, then Sony reserves the right, at its sole discretion, to disqualify such Winner without any further liability to that person and offer the Prize to another entrant selected by Sony (at Sony's sole discretion) from all remaining eligible Entries and thereafter until another Winner is found. In the event that a Winner is unable for whatever reason to accept the Prize, or in the event of non-compliance with the Terms and Conditions, or if the Required Agreement(s), if required, is/are not properly executed, Sony shall be entitled at its discretion to disqualify such Winner, without any further liability to that person and the Prize will be forfeited and an alternative Winner may be selected by Sony (at Sony's sole discretion) from all remaining eligible Entries. Upon Prize forfeiture, no compensation will be given. You agree to comply fully with each provision in the Rules.
- 4.3 For the avoidance of doubt, any expenses not specified in these Terms and Conditions are the sole responsibility of each Winner.
- 4.4 The Prize will be sent either via mail recorded delivery or courier to the Winners. Sony does not accept any responsibility for the delivery of the Prize and/or the mail service and/or courier service.
- 4.5 In all cases Sony (and its licensees, affiliates and assigns) shall not be liable for any email notification that does not reach a Winner for reasons beyond Sony's (and its licensees, affiliates and assigns) reasonable control. Sony (and its licensees, affiliates and assigns) shall not be responsible for any costs or losses incurred directly or indirectly by a Winner as a result of an incorrect email address given by such Winner.
- 4.6 Sony (and its licensees, affiliates and assigns) accepts no responsibility for entries lost, damaged or delayed, or for any difficulty experienced in accessing or submitting your Entry. Late, damaged, defaced, illegible, incomplete or suspected fraudulent entries will not be accepted. Proof of dispatch of the Entry (whether electronic or postal) will not be accepted as proof of receipt by Sony.
- 4.7 Intentionally deleted.

## **5. General Terms**

- 5.1 Sony reserves the right to verify the eligibility of your Entry. Sony may request that each Winner contacts Sony to confirm that they are the winning entrant and/or to provide proof of identity, age and residency. In the event of a dispute as to the identity of the person who submitted an Entry, any Entry will be deemed to have been submitted by the authorised holder of the email address provided on the applicable Entry. A Winner may be requested to provide Sony with proof that they are the authorised holder of the email account associated with a winning Entry.

- 5.2 Entries that are incorrect or incomplete will be void. No refund will be made for the cost of any Entry. Sony may refuse to award the Prize, or withdraw the Prize, in the event of your fraud, dishonesty or non-entitlement under the Rules.
- 5.3 Each Winner may be required, as a condition of being awarded the Prize, for no remuneration, to participate in promotional and publicity materials at the reasonable request of Sony and it shall be a condition of being awarded the Prize that such Winner must consent and agree to do so.
- 5.4 In the event of any fault, mistake, misunderstanding or dispute concerning the operation of any part of the draw, the decision of Sony shall be final.
- 5.5 Sony (and its licensees, affiliates and assigns) is not responsible for internet, network, telephone line or communication failures of any kind or for entries that are incomplete, corrupted, incomprehensible or not received before the Closing Date and Closing Time. Such entries will be void.
- 5.6 Sony assumes no responsibility for damages, losses or injuries that result from your Entry in this Prize Draw or acceptance or use of the Prize, provided that nothing in the Rules shall exclude or limit Sony's liability for death or personal injury caused by its staff or supplier's negligence or for fraud.
- 5.7 Sony (and its licensees, affiliates and assigns) make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any participation in connection with this Prize Draw. Sony (and its licensees, affiliates and assigns) are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Prize Draw and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Prize Draw. Additionally, Sony is not responsible for any cancellation of the Prize Draw. Each Winner accepts the Prize entirely at their own risk. If, for any reason, the Prize Draw is not capable of continuing as planned because of (including but not limited to) strikes, industry conditions, marketplace demands, flood, fire, "Act of God", or any other causes which, in the sole opinion of Sony (and its licensees, affiliates and assigns), could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Prize Draw, Sony (and its licensees, affiliates and assigns) reserves the right in its sole discretion to modify these Rules and/or to cancel, terminate, modify, or suspend the Prize Draw.
- 5.8 You hereby agree to release and hold harmless Sony, its parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies and its respective employees, officers, directors, agents, representatives, shareholders and Prize' partners (collectively, the "Releasees") from any claims, actions, injury, loss or damages of any kind, including but not limited to, 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 Prize Draw, personal injury or death (except for liability for death, personal injury and damage or loss caused by negligence by Sony, which is not excluded) resulting from participating in this Prize Draw or from the acceptance, possession, or use or misuse of any Prize awarded or participation in any Prize-related activity. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss or damage to property; and claims of third parties. Eligible participants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Prize Draw or the Prize awarded. Without limiting the generality of the foregoing, Releasees do not make any

express or implied warranties or representations with respect to any promotional web site and Releasees shall not be liable for the consequences of any interruptions or errors related thereto. These terms give you specific legal rights. The provisions regarding implied warranties are void in some jurisdictions where implied warranties are prescribed by law.

- 5.9 Should one or more provision of these Terms and Conditions and Rules be unlawful, void, or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and enforceability of the remaining provisions and the remainder of the Terms and Conditions and Rules will thus remain in full force and effect.

## **6. Privacy and Data Collection**

- 6.1 Each Winner agrees to keep confidential any knowledge about MOS and/or Sony and its business and personnel received by such Winner as a result of their Prize (including without limitation not sharing private details on social media).
- 6.2 If you subscribe to the MOS' and/or Sony's mailing list by ticking the newsletter box on your Entry, your details will be used in accordance with Sony's published privacy policy from time to time, which you should read in advance at <http://hub.sonymusic.com/privacy/?t=gb&l=eng>. You can remove your name from the mailing list at any time by sending an email to [musicinfo@sonymusic.com](mailto:musicinfo@sonymusic.com) and putting "unsubscribe" in the title of the email.
- 6.3 For the avoidance of doubt Sony will be the data controller and data processor of the personal data collected from you and/or third parties in order to enter you into the Prize Draw and to include you on its mailing list if applicable.
- 6.4 By submitting your Entry to this Prize Draw, you expressly permit Sony (and its licensees, affiliates and assigns to identify you as the contributor of such Entry and the content of such Entry to the Prize Draw in any publication in any form, media or technology now known or later developed, unless you otherwise notify Sony in writing at the time you submit your Entry written notification can be sent to "Ministry Of Sound "The Annual XXV" Prize Draw – 13<sup>th</sup> November 2019", Sony Music Entertainment UK Limited, 9 Derry Street, London, W8 5HY.

## **7. Jurisdiction**

- 7.1 The Rules and this Prize Draw are governed by the laws of England and Wales and any dispute will be subject to the exclusive jurisdiction of the Courts of England.