

Game of Chance
Promotion Terms and Conditions

These Key Terms together with the General Terms constitute the Promotion terms and conditions (“**Promotion Terms and Conditions**”). By entering the Promotion, an entrant agrees to be bound by these Promotion Terms and Conditions. In the event of any conflict between any terms referred to in any promotion materials and these Promotion Terms and Conditions, these Promotion Terms and Conditions take precedence.

Key Terms

Promotion	Pre-order any Charli XCX 'brat' album for a chance to win a flyaway to Charli XCX at LA show
Promoter	Warner Music Australia Pty Limited (ABN 35 000 815 565) of Ground Floor West, 60 Union Street, Pyrmont, NSW 2009
Eligible States and Territories	NSW, SA, VIC, QLD, WA, TAS, and NT.
Age Restriction	Entrants (and any companion) must be 18 years of age or over.
Promotion Period	Start: 12:01 AM (Sydney Local Time) on 15 May 2024 End: 11:59PM (Sydney Local Time) on 13 June 2024
Site	https://store.warnermusic.com.au/collections/charli-xcx
Entry Mechanic	<p>Pre-Order Entry</p> <p>During the Promotion Period entrants must follow the prompts on the Site to:</p> <p>(i) pre-order the Charli XCX release entitled “<i>brat</i>” (“Release”) on one of the following order formats offered on the Site:</p> <ul style="list-style-type: none">a. Vinyl format (A\$75.00);b. Vinyl format (A\$80.00); orc. CD format (A\$25.00); ord. Digital Download (A\$10.00) <p>(each a, “Eligible Product”).</p> <p>(ii) follow the prompts on the Site and register an entrant’s first name, last name, email, order number, city; and</p> <p>(iii) accept the Promotion Terms and Conditions.</p> <p>By entering these details on the Site an entrant acknowledges they are entering into the official mailing lists as outlined on the Site (optional) and accept the Promotion Terms and Conditions (compulsory).</p>
Maximum Number of Entries	Entrants may enter the Promotion more than once, subject to each entry being submitted separately with a different order number and must independently comply with these Promotion Terms and Conditions. Strictly limited to one (1) purchase of the Eligible Product per order number.
Prize	<p>Major Prize</p> <p>There will be one (1) major prize winner. The major prize winner will receive the following prize:</p> <ul style="list-style-type: none">• 2 x GA tickets to Charli XCX show on October 16 at Los Angeles, CA – Kia Forum;• Return economy flights from closest major city in Australia to Los Angeles for the Winner and one (1) companion (the Winner’s companion must also be over the age of 18); and• 2 x nights’ accommodation in Los Angeles (min 3 star) at a hotel nominated by the Promoter for the Winner and their Companion (15 October - 17 October); and• return ground transfers from the airport in LA to the hotel.
Total Prize Value	A\$4,000 (exclusive of GST).
Prize Draw	<p>Prize Draw Date: 14 June 2024</p> <p>Prize Draw Location: Ground Floor West, 60 Union Street, Pyrmont, NSW 2009</p> <p>Winner Notification Date: 17 June 2024</p>

Game of Chance
Promotion Terms and Conditions

Prize Claim Date	Winner(s) will be announced on the Prize Draw Date on the Promoter's website located at https://warnermusic.com.au/ and will be contacted via the details submitted in their entry (' Contact Details ').	
Unclaimed Prize Draw	<p>Unclaimed Prize Draw Date: 8 July 2024</p> <p>Prize Draw Location: Ground Floor West, 60 Union Street, Pyrmont, NSW 2009</p> <p>Winner(s) will be announced on the Unclaimed Prize Draw Date on the Promoter's website and will be contacted via the details submitted in their entry ('Contact Details').</p>	
Special Conditions	Where the Prize includes an event	<ul style="list-style-type: none"> The Prize does not include any additional costs, expenses, charges, transfers etc. except as set out within the definition of the Prize herein. The Winner's companion must also be over the age of eighteen. It is the responsibility of the Winner to ensure that they secure all required and applicable visas, passports or the like. No alternative prize will be offered if the Winner is unable to claim the prize for any reason.
Special Conditions	Where the Prize includes a meet & greet	n/a

General Terms

1. INTERPRETATION

These General Terms together with the Key Terms form the Promotion Terms and Conditions and must be read together. The Key Terms define certain terminology used in these General Terms. To the extent of any inconsistency between the Key Terms and these General Terms, the Key Terms prevail.

2. ELIGIBILITY

- 2.1 Entrants must ordinarily reside in one of the Eligible States and Territories.
- 2.2 Employees (and their immediate families) of the Promoter (and its related bodies corporate as defined under the *Corporations Act 2001* (Cth)), or of the agencies or companies associated with this Promotion are ineligible to enter.
- 2.3 Entrants must only enter the Promotion in their own name. Any entrants deemed by the Promoter to have provided incorrect, misleading or fraudulent information may be deemed ineligible in the Promoter's sole discretion.
- 2.4 All rights and responsibilities of a minor under these Promotion Terms and Conditions are conferred and assumed respectively by such minor's parent or legal guardian in respect of the minor.
- 2.5 The Promoter may require (to the Promoter's satisfaction, at its sole discretion) that entrants provide additional information i.e. proof of

identity, proof of age, and proof of residency to confirm the entrant's identity and eligibility to enter to the Promotion. In the event that the entrant fails to produce such proof that entrant will be ineligible for the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal right to recover damages or other compensation.

3. ENTRY

- 3.1 Entries must be submitted during the Promotion Period. The time of entry will in each case be the time the registration is received by the Promoter's database and the Promoter takes no responsibility for late, incomplete, lost or misdirected entries. The Entrant shall be entitled to enter the Promotion up to the Maximum Number of Entries but may only win one (1) prize.
- 3.2 Costs associated with accessing any website and/or platform or service remain an entrant's responsibility.
- 3.3 Where a promotion involves entry via a social media platform:
 - (a) entries must be submitted by an individual entrant via their personal account and any form of automated entry using any device or software is invalid;

Game of Chance

Promotion Terms and Conditions

- (b) entrants must ensure their security settings on their account allows the Promoter to view their entry and to contact them;
 - (c) use of social media platforms is subject to the terms and conditions of use of that social media platform;
 - (d) unless otherwise advised, entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, the social media platform or any streaming service. To the extent permitted by law, the winner and their companion(s) (if applicable) agree to release the social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companion(s) (if applicable) in respect of their participation in the Promotion; and
 - (e) the winner and their companion(s) (if applicable) are solely responsible and liable for the content of their entries and/or posts.
- 3.4 By entering this Promotion, each entrant, if selected as a winner, expressly agrees and consents to the publication of their name. A winner and their companion(s) (if applicable) 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, an entrant agrees the Promoter (or any third party the Promoter may choose) may use an entrant's entry, name, likeness, voice, performance (if applicable) and indicia of and entrant's persona in any kind of medias (including without limitation, the Promoter's related websites, TV, radio, press, etc.) and in any kind of materials (including without limitation printed materials, posters, press advertisements, online materials and emails, audio-visual commercials, etc.), worldwide for advertising and promotional purposes in connection with the Promotion without additional authorisation, notice or compensation.
- 4. PRIZE & PRIZE VALUE**
- 4.1 The total maximum retail value of the prize pool is listed in the Key Terms. Prize value is based upon the recommended retail price as at the Start of the Promotion Period, and the Promoter accepts no responsibility for any change in prize values. The Promoter reserves the right to request a winner and their companion(s) to provide proof of age and identity, residency and entry into the Promotion in order to claim the prize.
- 4.2 Should any part of the prize be unavailable due to unforeseen circumstances or reasons beyond the control of the Promoter, the Promoter may at its discretion vary or amend the prize so as to provide reasonable alternative prize and the winner agrees that no liability shall attach to the Promoter or parties connected to the Promoter as a result.
- 4.3 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.
- 4.4 If for any reason the winner does not (or is not able to) claim an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited, and cash will not be awarded in lieu of that element of the prize.
- 4.5 By accepting the prize the winner and their companion(s) (if applicable) agree to participate in and co-operate as required with all media requests (i.e. interviews, photos and/or filming).
- 4.6 Winner and their companion(s) (if applicable) must comply with all the conditions of use of the prize and prize supplier's requirements may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 4.7 Should the Prize involve travel as part of the prize package:
- (a) winner and their companion(s) (if applicable) must travel at the same time, must depart from the same capital city and tickets will not be exchanged for another destination. the Prize does not include transfers to and from the winner's place of residence to the departure point and transfers between the accommodation and airport (unless otherwise specified in the Prize details);
 - (b) name on the airfare bookings must be the same as written on the winner and their companion(s) (if applicable) proof of identity documents. Promoter is not responsible for the winner and their companion(s) (if applicable) being denied boarding or any costs;
 - (c) winner and their companion(s) (if applicable) may not accrue frequent flyer points or other credits, or points associated with any travel loyalty programs. Prizes cannot be used in conjunction with travel discounts or special offers. Any extension or variation of the travel dates nominated by the Promoter will be at the cost and responsibility of the winner and their companion(s) (if applicable). Once booked, any changes made to the booking may incur a cancellation or amendment fee, at the cost and responsibility of the winner and their companion(s) (if applicable);
 - (d) travel must be redeemed and completed in line with the confirmed event (or the like) date and location, and is subject to accommodation and flight availability. The winner and their companion(s) (if applicable) must make their own way to and from the event, any hotel and airport (all as applicable);
 - (e) a credit card imprint or cash deposit may be required from the winner at check-in to any hotel booked for the winner and their companion(s) (if applicable). For the avoidance of doubt, the winner acknowledges that the accommodation part of the Prize includes room charges only (and no ancillary costs such as room service). Should

Game of Chance

Promotion Terms and Conditions

accommodation vouchers be issued, once they are issued, they are non-changeable; and

- (f) the winner and their companion(s) (if applicable) agree to abide by the terms of any third-party providers, including but not limited to, behaviour, age and safety requirements. Promoter will not be liable if the winner and their companion(s) (if applicable) are unable to use any element of the prize for whatever reason (i.e ejection, delay, refusal of entry or participation in certain activities for health, age, behaviour or safety reasons). Any tickets, passes or vouchers issued as part of a prize are subject to the prevailing terms and conditions of use, are only valid for use within the stated duration on the tickets, passes or vouchers issued, and are not replaceable if lost, stolen or damaged. Any part of a prize that is not taken for any reason is forfeited.

5. SELECTION OF WINNERS

The Winners will be drawn randomly from valid entries submitted on the Site on the Prize Draw Date at the Prize Draw Location.

6. NOTIFICATION OF WINNERS

- 6.1 Winners will be notified using the Contact Details on the Winner Notification Date.
- 6.2 The winner/s' details will also be made available on the Promoter website on the Winner Notification Date.

7. FORFEITURE OF PRIZE

- 7.1 If any of the follow circumstances apply, a winner will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to the Promoter) and an alternative winner may be selected from the remaining eligible entrants using the process set out in the Schedule:
 - (a) if a winner has not claimed their prize within the prize claim period the Promoter reserves the right to conduct a redraw on the Prize Redraw Date and at the Prize Draw Location to award the prize to another entrant to be announced on the Prize Redraw Date on the winner Announcement Page, and will be contacted via their Contact Details;
 - (b) the Prize (or any correspondence relating thereto, e.g. a notification from the Promoter confirming a winning entry) is returned as non-deliverable;
 - (c) if the Promoter requests the winner and their companion(s) (if applicable) to provide evidence of their identity, age, residency, or being the authorised holder of the email account, Spotify account, Apple Music account (or any other account as applicable) from which the entry was submitted and a mailing address to deliver the prize, all to the Promoter's satisfaction within 72 hours of such request being made; and/or
 - (d) the Promoter determines non-compliance with any of these Promotion Terms and Conditions.

8. EVENT REQUIREMENTS

- 8.1 For the purposes of Clause 8, references to an "Event" shall include (without limitation) meet & greets, virtual chats and events, selected show(s) etc.
 - 8.2 Winner and their companion(s) (if applicable) are responsible for all expenses including travel to and from the Q&A, spending money, meals, drinks, activities, incidentals, taxes, fuel surcharges, gratuities, service charges, travel insurance and all other ancillary costs.
 - 8.3 Should entry to an Event be a part or the whole of the Prize, admission to such Event is also subject to any and all standards or requirements made by staff at such Event, and any non-admittance to any winner and their companion(s) (if applicable) of this Promotion shall not entitle the winner to any form of compensation or alternative prize. It is a condition of accepting this prize that the winner shall abide by the standards of the Event.
 - 8.4 Should a virtual chat be a part or the whole of a Prize offered under this Promotion, the date and time of the virtual chat, the attendees of the virtual chat, any questions by winners, and the duration of the virtual chat shall be at the sole discretion of the Promoter. The winner agrees to abide by any additional rules, provisions or guidelines in relation to the virtual chat which are communicated to them by the Promoter, and the Promoter reserves the right to suspend the virtual chat or remove a winner from the virtual chat if those standards are violated by the winner, such decision to be made at the Promoter's sole discretion. The Promoter shall not enter into any correspondence with any winner regarding such suspension or variation of use by management or staff of the virtual chat.
 - 8.5 Tickets to any Event may not be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services by the bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission.
 - 8.6 The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.
- #### **9. NO LIABILITY**
- 9.1 To the fullest extent permitted by law, the Promoter and its affiliates, associated agencies and companies 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 (including but not limited to attendance at meet & greets, virtual chats, selected show(s) etc. (or the like) as applicable);

Game of Chance

Promotion Terms and Conditions

- (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 clause 8.2 and/or 8.3;
- (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 the Promoter, 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 winner and, where applicable, to any persons accompanying a winner;
- (j) any circumstances outside the Promoter'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.

- 9.2 In the event that any event or action outside the Promoter's control prevents or significantly hinders the Promoter'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), the Promoter may in its absolute discretion 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.

- 9.3 If for any reason this Promotion is not capable of running as planned due to causes beyond the control of the Promoter which affect the proper conduct of this Promotion, the Promoter reserves the right in its sole discretion 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.

- 9.4 Each winner is responsible for obtaining their own independent legal advice.

10. PRIVACY

- 10.1 The Promoter is bound by the Privacy Act 1988 (Cth) in relation to the handling of personal information. For further details of the Promoter's privacy policy please go to www.warnermusic.com.au.

- 10.2 Entry details remain the property of the Promoter and its related entities. The Promoter collects the entrant's personal information for the purpose of conducting and promoting this Promotion (including but not limited to determining and notifying winners), and, for the purpose of sending you competition and direct marketing material in relation to programs and products and services available through the Promoter. The Promoter is collecting each entrant's name and email address for the mailing lists (optional). An entrant may request access to their personal information by writing to the Digital Marketing Manager at Ground Floor West, 60 Union Street, Pyrmont NSW 2009.

11. HEADINGS

The headings in these Promotion Terms and Conditions are for convenience only and do not affect interpretation.

12. ENTIRE CONDITIONS

These Promotion Terms and Conditions constitute the entire agreement of the parties relating to the entry into and conduct of this Promotion.

Last update: 31/10/2023