

## TERMS AND CONDITIONS FOR THE PROMOTION – 3 MONTHS ACCESS TO FLOWKEY PREMIUM

### ARTICLE 1 - THE PROMOTER

- 1.1. The promoter is **Yamaha Music Europe GmbH, Siemensstraße 22-34 in 25462 Rellingen, Germany (“Yamaha”)**.
- 1.2. Yamaha reserves the right to withdraw the Promotion at any time.
- 1.3 By registering, the Participant consents to these terms and conditions.

### ARTICLE 2 - THE PARTICIPANT

2.1 This Promotion is only open to private customers in Germany, Czech Republic, Hungary, Poland, Portugal, Romania, Netherlands, France, Sweden, Norway, Denmark, Finland, Italy, Turkey, Spain, Austria, Switzerland, United Kingdom, Belgium, Luxembourg, Ireland, Croatia, Slovenia, Slovakia, Albania, Bosnia Herzegovina, Bulgaria, Cyprus, Greece, Montenegro, Macedonia, Malta, Kosovo, Serbia, Estonia, Lithuania, Island, Latvia and North-Cyprus (**“Participant”**). Employees of Yamaha, its subsidiary companies, their families, agents, and other parties directly involved with this Promotion are not eligible to enter. Participants must be 18 years of age or older. The promotion is only open to Participants having purchased **Qualified Product** during the Promotion period.

2.2. Yamaha reserves the right to verify the eligibility of Participants and/or to exclude Participants at its sole discretion at any time for any reason. Resellers may not submit claims on behalf of their customers.

### ARTICLE 3– QUALIFIED PRODUCTS

To take part in the promotion Participants must purchase one of the following **Qualified Product** during the Promotion period:

- **DIGITAL PIANOS:**
  - Compact: P-45, P-121, P-125, P-515, DGX-660, DGX-670
  - Arius: YDP-144, YDP-164, YDP-S34, YDP-S54
  - Clavinova CLP: CLP-725, CLP-735, CLP-745, CLP-775, CLP-785, CLP-765GP, CLP-795GP
  - Clavinova CSP: CSP-150, CSP-170
  - Clavinova CVP: CVP-701, CVP-805, CVP-809, CVP-809GP
  - Hybrid: NU1X, N1X, N2, N3X
- **DIGITAL KEYBOARDS:**
  - Piaggero series: NP-12, NP-32
  - EZ: EZ-220, EZ-300
  - PSR-F series: PSR-F51, PSR-F52

- PSR-E series: PSR-E263, PSR-E273, PSR-E360, PSR-E363, PSR-E373, PSR-E463, PSR-EW300, PSR-EW310, PSR-EW410
  - YPT series: YPT-255, YPT-340, YPT-260, YPT-270, YPT-360, YPT-370
  - PSR-S series: PSR-S670, PSR-SX600, PSR-SX700, PSR-SX900
  - PSR-A series: PSR-A5000, PSR-A3000, PSR-A350
  - Genos
  - PSR-i500
- ACOUSTIC UPRIGHT PIANOS INCLUDED
    - B: B1, B1 SC2, B2, B2 SC2, B3, B3 SC2
    - P: P116, P116 SH2, P121, P121 SH2, P124, P124 SH2
    - U: U1, U1 SH2, U1 TA2, U1 DKV EN, U3, U3 SH2
    - YUS: YUS1, YUS1 SH2, YUS1 TA2, YUS1 DKV EN, YUS3, YUS3 SH2, YUS3 TA2, YUS5, YUS5 SH2, YUS5 TA2
    - SE: SE122, SE122 SH2, SE132, SE132 SH2
    - SU: SU7, SU7 SH2, SU 118
  - ACOUSTIC GRAND PIANOS INCLUDED
    - GB: GB1, GB1 SC2, GB1 DKV EN
    - GC: GC1, GC1 SH2, GC1 TA2, GC1 DKV EN, GC2, GC2 SH2, GC2 DKV EN
    - CX: C1X, C1X SH2, C1X TA2, C1X DKV EN, C2X, C2X SH2, C2X DKV EN, C3X, C3X SH2, C3X TA2, C3X DKV EN PRO, C5X, C5X SH2, C5X DKV EN PRO, C6X, C6X SH2, C6X DKV EN PRO, C7X, C7X SH2, C7X DKV EN PRO
    - SX: S3X, S3X SH2, S3X DKV EN PRO, S5X, S5X SH2, S5X DKV EN PRO, S6X, S6X SH2, S6X DKV EN PRO, S7X, S7X SH2, S7X DKV EN PRO
    - CF: CF4, CF4 DKV ENPRO, CF6, CF6 DKV EN PRO, CFX, CFX DKV EN PRO

## ARTICLE 4 - HOW TO PARTICIPATE

4.1 The Promotion is open to Participants who purchase a **Qualified Product**. To be eligible for the Promotion, the Participant must purchase the Qualified Product in Germany, Czech Republic, Hungary, Poland, Portugal, Romania, Netherlands, France, Sweden, Norway, Denmark, Finland, Italy, Turkey, Spain, Austria, Switzerland, United Kingdom, Belgium, Luxembourg, Ireland, Croatia, Slovenia, Slovakia, Albania, Bosnia Herzegovina, Bulgaria, Cyprus, Greece, Montenegro, Macedonia, Malta, Kosovo, Serbia, Estonia, Lithuania, Island, Latvia or North-Cyprus at an authorized Yamaha dealer. The Qualified Product must be purchased within the Promotion period

4.2 **Promotion period:** The promotion campaign will continue until further notice.

4.3 The date of purchase shall be the invoice date of the purchase receipt, or in the case of orders placed online, the order date confirmed by the dealer.

4.4 The Promotion is not available on any second hand, refurbished or reconditioned stock.

4.5 Each Participant can claim up to a maximum of one offer.

4.6 The Participant is required to register the Qualified Product by online submission using the claim form available at <https://member.europe.yamaha.com/flowkey>. Fully completed and correct claim forms, must be received no later than 6 (six) months from the date of purchase ("**Registration period**"). For participation in the Promotion, Participants will be asked to provide:

- First Name / Last Name
- Country
- Gender
- Date of Birth (optional)
- Preferred Language for Emails
- Email Address
- Password / Confirm Password
- Qualified Product
- Serial number
- Purchase date
- online/in Store purchase
- How will Flowkey be used, primarily: Personal Use, Commercial Use, Educational Use

4.7 Upon successful registration Yamaha will deliver a specific code for a three months of Premium access to flowkey (DAC). At the end of the 3-month period, if you do not choose to upgrade your membership, your membership will automatically revert to the free Basic membership, with limited access to flowkey content.

4.8 To redeem the code the Participant needs to sign up an account on <https://www.flowkey.com/> and enter the DAC. Internet access and a suitable computer/Laptop (PC/MAC), iOS devices (iPhone, iPad) or Android based tablet device (not supplied) is required to use this offer.

4.9 The DAC must be activated within 6 months of the date when your Qualified Product was registered. Promotional codes not redeemed within 1 year of receipt will expire.

4.10 Each DAC can be redeemed only once. The DAC cannot be exchanged for cash.

4.11 In the event that the Participant returns the Qualified Product to the seller, the Participant will not be entitled to claim the DAC and any claim will be thereafter dismissed. For the avoidance of doubt this clause does not prohibit in any way the purchaser's right to exercise their applicable statutory or warranty rights.

## **ARTICLE 5 - DATA**

Upon registration, the Participant will provide personal data as mentioned under 4.6 which is stored and processed by Yamaha for the purpose of administering this Promotion. You can

object to the use of your personal data at any time by notifying [Dataprotection@contact.europe.yamaha.com](mailto:Dataprotection@contact.europe.yamaha.com).

## **ARTICLE 6 - DISCLAIMER**

6.1 No responsibility will be accepted for claims or DAC lost, delayed or for those claims not received by the closing date.

6.2 Claims will be disqualified if incomplete or illegible. It is the Participant's responsibility to ensure that sufficient details are provided for claims to be processed.

6.3 Yamaha is not liable for any costs incurred by the Participant relating to the Promotion.

6.4 Yamaha shall not be liable for any delayed claims of any nature with regard to this Promotion.

6.5 Yamaha shall not be liable for any failure to fulfill this offer where such failure is caused by any supervening circumstances amounting to force majeure (meaning: beyond Yamaha's reasonable control) and/or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.

6.6 Yamaha reserves the right to withdraw this Promotion at any time and/or to unilaterally change the terms and conditions without incurring any liability.

## **ARTICLE 7 - JURISDICTION**

These terms and conditions are governed by the laws of the country in which you have purchased the Qualified Product and come under the exclusive jurisdiction of the competent courts of that country.