

Terms and Conditions for the "Jacob Collier DJESSE Brighton" Giveaway

- 1. This Competition is held by Yamaha Music Europe GmbH (UK) whose registered office is at Sherbourne Drive, Tilbrook, Milton Keynes MK7 8BL Ltd ("Yamaha").
- 2. By participating in this Competition, entrants agree that they have read, understood, accepted and will comply with these Terms and Conditions.
- 3. The competition is open to residents of the United Kingdom aged 18 years and over. Yamaha employees and their family members, or anyone else professionally involved with this Competition, and all affiliates and employees of such companies, may not enter this Competition.
- 4. There is no entry fee and no purchase necessary to enter this competition.
- 5. The competition will run from 6th February until 13th February 2019, 12:00pm GMT. After this date no further entries to the competition will be permitted.
- 6. No responsibility can be accepted for entries not received for whatever reason.
- 7. In order to enter, entrants have to follow the Yamaha Music Europe Instagram channel and tag a friend in the post comments <u>https://www.instagram.com/yamahamusiceurope</u>
- 8. By tagging a friend, the participant warrants that the person tagged is at least 18 years old, resides in the UK and that the participant has obtained the consent of the person tagged.
- 9. There are 2 prizes and will be 2 separate winners. Each prize consists of 1 x pair of tickets to see Jacob Collier's performance on 18th February 2019 at Concorde 2 in Brighton, an overnight stay at The Grand Brighton hotel <u>http://www.grandbrighton.co.uk/ and 2 sets of Jacob Collier merchandise</u>. The prize is for 1 standard double room for 2 people including bed and breakfast. Any extra costs will not be covered.
- 10. Winners will be notified about the procedure for collecting tickets in advance.
- 11. The prize is as stated and no cash or other alternatives will be offered. The prize is not transferable. The prize is subject to availability and Yamaha reserves the right to substitute any prize with another of equivalent value without giving notice.
- 12. Winners will be chosen at random by software from all entries received and verified by Yamaha and or its agents.
- 13. The winner will be notified via direct Instagram message on the closing date and will be formally announced on Yamaha Music Europe's Instagram story. If the winner cannot be contacted within 24 hours, Yamaha reserves the right to withdraw the prize from the winner and pick a replacement winner using the same drawing mechanic.
- 14. Yamaha is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition. Yamaha's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
- 15. This competition is in no way sponsored, endorsed or administered by, or associated with Instagram or any other social network. By entering the Competition participants accept that they have no claims against Instagram or any other social network in connection with this Competition.
- 16. Yamaha may collect any personal data, which is publicly available on an entrant's social media profile, including their name and social media name. Yamaha may also request that the Winner provides further personal data including their name, age and email address once the Winner has been selected. Entrants consent to this personal data being used by Yamaha for the purpose of

administering and executing the Competition and, in respect of the Winner, announcing his/her name on the Yamaha website and/or any of its social media channels. Any personal data processed by Yamaha will otherwise be processed in conjunction with the following Privacy Policy found at: <u>https://uk.yamaha.com/en/privacy_policy/</u>. The collected data will be used only for the execution of this Competition and deleted thereafter, unless users have explicitly opted to receive newsletters.

- 17. Yamaha shall not be liable for any failure to meet these Terms and Conditions where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to technical problems, change of terms and conditions or decisions/actions/failure by any third party such as Facebook, Instagram or Twitter, severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of god, or events that, without fault of either party, render performance impossible or incapable of satisfactory execution.
- 18. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
- 19. The competition and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.