

#FUTUREBEAT 2018 Competition Terms and Conditions

1. Scope of these Terms and Conditions

- a. These Terms and Conditions apply to The #FUTUREBEAT Competition (“Competition”) as described below.
- b. This competition is held by Yamaha Music Europe GmbH (UK), Sherbourne Drive, Tilbrook, Milton Keynes, MK7 8BL, United Kingdom (“Yamaha”).
- c. By submitting their entry to participate in this competition, entrants agree that they have read, understood, accepted and will comply with these Terms and Conditions.

2. Competition – mechanism and prizes

The Competition period is 1st July 2018 until 20th October 2018. The Entry Period will run from 1st July 2018 until 26th August 2018 11:59 pm Western European Time (UTC) (“Entry Period”)

- a. Yamaha calls anyone residing in the United Kingdom from 13-18 years of age to enter this competition.
 - Participants must be born between October 20th 1999 and 1st July 2005 (20.10.1999 – 1.7.2005) in order to be valid age.
 - Participants must be able to provide the consent of a parent or guardian
 - Yamaha employees and their family members, the agencies or anyone professionally connected with this Competition are not eligible for this competition.

- b. Participation mechanism and prizes

- **Phase 1 – Entry Process:**

In order to participate, Entrants must record a video of themselves playing the drums and uploading it on a streaming portal. The video can be made using acoustic or electronic drums. Entrants are asked to send an email with the link to the video to one of the participating dealers including their full name, date of birth, address and contact number. Entries uploaded before or after the Entry Period will not be eligible. No other entry will be possible. Yamaha cannot be held responsible for any entries not received due to technical problems.

The participating dealers are:

Drummers Only, 31-33 Commerce St, Glasgow G5 8AB, UK

Drum Shop, 11 Industrial Rd, Washington NE37 2SF, UK

PMT Manchester, Red Rose Retail Centre, Regent Rd, Manchester M5 3GR, UK

PMT Birmingham, 136 Lawley Middleway, Birmingham B4 7XX, UK

Drum Depot Cardiff, The Old Warehouse, Penarth Road, Cardiff CF11 8TT, UK

Graham Russell Drums, Newgate Ln, Fareham PO14 1FD, UK

PMT Romford, 10-14 Eastern Ave E, Romford RM1 4DR, UK

Sound Attak Colchester, 12, Peartree Business Centre, Peartree Rd, Stanway, Colchester CO3 0JN, UK

The eight participating Yamaha dealers will each select 8 Regional Finalists, who will be able to participate in the Live Regional Finals (phase 2). Judges will be looking for groove, timing, technique, versatility and expression. Judging will be made on the performance, not the production of the video.

Yamaha will notify the Regional Finalists within two (2) days after the

Entry Process closes by sending them an e-mail. If Yamaha does not receive any reply from the Regional Finalist within two (2) days after the initial e-mail, or if a Regional Finalist is not in compliance with these Terms and Conditions whenever discovered, the prize expires and, at Yamaha's absolute discretion, an alternative Regional Finalist will be selected by the respective Yamaha dealer using the same criteria as set out above.

▪ **Phase 2 – Live Regional Finals:**

The Regional Finals will take place at the respective dealer's premises. Each of the Regional Finalists will perform two songs on a Yamaha Drum kit provided by the dealer. All songs will be selected by the respective dealer and presented to the Regional Finalists 1 week before the live Regional Finals.

Locations / Dates of the Regional Finals:

Drummers Only, Glasgow, 10th September 2018

Drum Shop, Washington, Tyne and Wear, 11th September 2018

PMT Manchester, 12th September 2018

PMT Birmingham, 13th September 2018

Drum Depot, 17th September 2018

Graham Russell Drums, Fareham Hampshire, 18th September 2018

PMT Romford, London, 19th September 2018

Sound Attak, Colchester, Essex, 20th September 2018

The performance of the Regional Finalists will be evaluated by a jury consisting of at least three (3) judges. Each participating dealer will select one Grand Finalist who will be able to take part in the Grand Final and will be announced on each Live Regional Final evening. Each Grand Finalist will receive a Yamaha Snare Drum, given out personally after the winner announcement.

▪ **Phase 3 – Grand Final**

The Grand Final will be held at Yamaha Music Europe GmbH (UK) premises (Sherbourne Drive, Tilbrook, Milton Keynes, MK7 8BL, United Kingdom) on Saturday 20th October 2018. Each Finalist will receive mentoring sessions with a Yamaha Artist and will be asked to perform for 15 minutes and play along with a professional band. The performance will be judged by a jury whose members consist of industry figures including Yamaha staff. The #FUTUREBEAT Winner will be announced at the Grand Final and will receive a Yamaha Drum Kit.

3. Competition requirement

- a. Yamaha shall not be responsible for monitoring the entrants' uploaded content, however, Yamaha reserves the right to reject any content that Yamaha may consider to be illegal.
- b. Entrants are not permitted to upload any content which is defamatory, private, confidential, embarrassing, offensive, an infringement of any third party rights (e.g. someone else's copyright or trade mark), obscene, pornographic, indecent, vulgar, disparaging, discriminatory, hateful, threatening, harassing, false, unfair, illegal or misleading; or content which may cause alarm, upset or distress; or content which is otherwise unlawful.
- c. By entering the Competition the entrant represents and warrants that:
 - In case of the performing person being the entrant – it owns the copyright of the video recording by the person(s) filming the performance and has

the filming person(s)' consent to the video recording being posted on a streaming portal.

- In case of the filming person being the entrant – it owns the copyright of the video recording by the person(s) performing and has the performing person(s)' consent to the video recording being posted on a streaming portal.
 - the video recording does not contain any material owned by a third party. The entrant shall indemnify Yamaha from any claims by third parties due to the entrant's breach of its above mentioned warranties and responsibilities.
- d. There is a limit of one entry per person. If multiple entries are made by the same person, all entries made by that person will be disqualified.
- e. No cash or alternative prizes are available. Prizes are not for resale or transferable.

4. Disclaimer

Yamaha shall not be liable for any failure to meet this 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 by platforms such as Facebook, 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.

5. Liability

Without prejudice to the other statutory requirements for claims, Yamaha's liability for damages shall be governed by the following disclaimers and limitations of liability.

- a. Yamaha's liability shall be unlimited regarding damage from deliberate or grossly negligent violation of duty by Yamaha or one of its legal representatives.
- b. Yamaha shall further be liable where the damage results from negligent violation of essential contractual duties. Essential contractual duties are all of those obligations, the fulfilment of which is a prerequisite for enabling the proper fulfilment of the contract in the first place and upon their compliance the contractual partner may normally trust. In this case Yamaha's liability is, however, limited with regards to the amount, in accordance with the contractually typical foreseeable damage at the time of the conclusion of the contract.
- c. Yamaha's liability shall not be excluded if the damage occurs from injury to life, body, or health which rests on a deliberate or negligent violation of duty by Yamaha or by one of its legal representatives or where Yamaha is subject to a mandatory legal liability, in particular liability in accordance with product liability law.
- d. As far as Yamaha's liability is excluded or limited according to the above provisions, this also applies to the personal liability of Yamaha's legal representatives, employees, staff, and proxies.

6. Privacy

Uses of personal data received by Yamaha in the course of the Competition are subject to applicable laws and the privacy policy found on http://europe.yamaha.com/en/privacy_policy/.

- a. The following information will be collected by the participating Yamaha dealers and Yamaha for the purpose of administration and execution of the Competition:
 - name
 - date of birth
 - address
 - phone number

- b. Entrants consent to this personal data being used by the participating dealers and Yamaha for the purpose of administering and executing the Competition and, in respect of the Regional Finalists, Grand Finalists and the #FUTUREBEAT Winner, announcing his / her name on the official Yamaha Site (https://uk.yamaha.com/en/news_events/2018/future-beat.html) after each Phase.
- c. The collected data will be used only for the execution of this competition and deleted thereafter.

7. Other

- a. 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.
- b. These terms and conditions and any disputes or claims arising out of or in connection with them shall be governed by the laws of England and participants agree that the courts of England shall have exclusive jurisdiction.