



# Terms and Conditions for the Yamaha “The Greatest Showman” Competition

## 1. SCOPE OF THESE TERMS AND CONDITIONS:

- a) These Terms and Conditions apply to The Greatest Showman competition (“**Competition**”) as described below.
- b) This Competition is run by Yamaha Music Europe GmbH (UK), Sherbourne Drive, Tilbrook, Milton Keynes, MK7 8BL, United Kingdom (“**Yamaha**”).
- c) By uploading 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 – HOW TO ENTER

- a) The Competition starts at 12:00 pm on Monday 4<sup>th</sup> December 2017 and closes at 11.59pm on Sunday 4<sup>th</sup> February 2018 (“**Competition Period**”). Entries uploaded before or after the Competition Period will not be eligible.
- b) The Competition is open only to residents of the United Kingdom and the Republic of Ireland, who are 13 years of age and older. Residents who are under the age of 18 must get permission from their parent or legal guardian before entering. Yamaha employees and their family members, Twentieth Century Fox employees and their family members, any agencies or anyone else professionally involved with this Competition, and all affiliates and employees of such companies, may not enter this Competition.
- c) In order to enter the Competition, entrants must record a video of themselves playing all or an extract of the title track ‘This Is Me’ from the 2017 movie ‘The Greatest Showman’ on any Yamaha Clavinova piano. No other pianos will be eligible. Entrants must upload the video recording to their own social media profile on Twitter, Facebook or Instagram using the hashtag #YamahaShowman. Entrants must ensure that the video post is made public. No other social media platform or hashtag will be accepted. No other entry will be possible.
- d) Entrants can record themselves playing the extract on any Yamaha Clavinova piano. In addition, Yamaha has placed a number of Yamaha Clavinova pianos at the following shopping centre locations around the UK which can be used by entrants:
  - i) Yamaha Music London, 152-160 Wardour St, Soho, London, W1F8YA.
  - ii) Brent Cross Shopping Centre, Hendon, London, NW43FP
  - iii) The Oracle Shopping Centre, Reading, RG12AG
  - iv) Centrale & Whitgift, 21 North End, Croydon, CR01TY
  - v) Westquay Shopping Centre, Southampton, SO151QF
  - vi) Bullring & Grand Central, Birmingham, B54BU
  - vii) Victoria Quarter, 10 Queen Victoria St, Leeds, LS16BE
  - viii) Silverburn, Barrhead Rd, Glasgow, G536AG
  - ix) Union Square, Guild Square, Aberdeen, AB11 5RG

Yamaha does not guarantee that such pianos will be available and / or working.

e) Once an entrant uploads a video recording which complies with the above requirements it will automatically be entered into to the Competition, subject to the entrant complying with these Terms and Conditions.

f) 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. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be disqualified. Incomplete or otherwise illegible entries will be disqualified.

e) No responsibility can be accepted for entries not received by Yamaha for whatever reason.

### 3. COMPETITION – THE PRIZE

a) There will be one winner of the Competition ("**Winner**") and 20 runners up ("**Runners Up**"), who will be selected by a panel of judges made up of Yamaha staff ("**Judging Panel**") using the following criteria: absolute discretion, musical performance, instrumental skills of the performer, creativity, originality, individuality and impact of their performance. Please note that the video quality can have an impact on how well the Judging Panel can assess the video recording.

The Judging Panel will download all publicly available and visible videos on 11.59pm on Sunday 4th February 2018. Only the videos, which are publicly available and visible at that exact time can be judged by the Judging Panel and will therefore participate in the Competition.

b) The Winner will receive the main prize consisting of a Yamaha CLP-635R Clavinova piano in Rosewood with a matching bench, including delivery and assembly to a UK or Republic of Ireland address.

c) The Runners Up will each receive all of the following Greatest Showman themed merchandise: 1x Pin Badge, 1x Glitter Phone Pouch, 1x Pencil Set, 1x Tote Bag, 1x Make-Up Pouch, 1x Notebook. Delivery to a UK or Republic of Ireland address is also included.

d) Yamaha will notify the Winner and Runners Up within seven (7) days after the Competition closes by sending them an e-mail or Direct Message to the social media profile used by them to upload their video entry. The Direct Message or e-mail will set out details of how the Winner and the Runners Up can claim their prizes.

e) If Yamaha does not receive any reply from the Winner or Runner up within 28 days after the initial Direct Message or e-mail, or if a Winner or Runner Up is not in compliance with these Terms and Conditions whenever discovered, the prize expires and, at Yamaha's absolute discretion, an alternative Winner or Runner Up will be selected by the Judging Panel using the same criteria as set out at 3 (a) above.

f) The Winner and the Runners Up cannot obtain a cash alternative or other substitution in lieu of any prize.

g) Yamaha's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.

h) Yamaha reserves the right to substitute any prize for a prize of equivalent or greater monetary value if this is necessary for reasons beyond its control.

i) Yamaha shall not be liable in any way whether for any dispute, disappointment or otherwise which may arise in connection with the Competition including the allocation of prizes.

j) Yamaha is not responsible for inaccurate prize details supplied to it (and passed on to entrants) by any third party connected with this Competition.

#### **4. COMPETITION – VIDEO CONTENT REQUIREMENTS**

a) Yamaha shall not be responsible for monitoring the entrants' uploaded content. However, Yamaha reserves the right to reject any video entries or exclude any entrants that breach these Terms and Conditions.

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:

i) – 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 and reshared on social media platforms.

ii) – In case of the 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 and reshared on social media platforms.

iii) the video recording does not contain any material owned by a third party (other than the title track 'This Is Me' from the movie 'The Greatest Showman').

The entrant shall indemnify Yamaha from any claims by third parties due to the entrant's breach of its above mentioned warranties and responsibilities.

e) By entering the Competition, the entrant grants to Yamaha and 20th Century Fox an unlimited, worldwide, perpetual, royalty-free, irrevocable, non-exclusive licence to use the video recording uploaded by the entrant for the purposes of this Competition and for promoting its products and/or business. This licence includes the right for Yamaha and 20th Century Fox to edit, crop, adapt, modify, copy, publish, distribute and sub-licence the video recording in any way whatsoever. To the extent permitted by law, the entrant will be deemed to have waived their moral rights in the video recording.

#### **5. DISCLAIMER:**

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.

#### **6. 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 for injury to life, body, or health which is caused by a deliberate or negligent violation of duty by Yamaha 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.

## **7. PRIVACY POLICY:**

a) This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or any other Social Network.

b) Yamaha and 20th Century Fox may collect any personal data which is publicly available on an entrant's social media profile, including their name and social media name. The Winner and Runners Up consent to their publicly available personal data being used for announcing his/her name on the Yamaha or 20th Century Fox website and/or any of their social media channels and to the use of his/her name and image in any publicity or promotional material.

c) Yamaha may also request that the Winner and Runners Up provide further Personal Data including their name, age and email address once the Winner and Runners Up have been selected. Entrants consent to this personal data being used by Yamaha for the purpose of administering and executing the Competition. Any personal data processed by Yamaha will otherwise be processed in conjunction with the following Privacy Policy found at: [https://uk.yamaha.com/en/privacy\\_policy/](https://uk.yamaha.com/en/privacy_policy/)

d) Details of the name and county of the Winner and the Runners Up will be available for one month after the close of this Competition by writing to Yamaha at [Craig1.hughes@music.yamaha.com](mailto:Craig1.hughes@music.yamaha.com) and stating the name and date of the Competition.

## **8. 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 entrants agree that the courts of England shall have exclusive jurisdiction.