

**TERMS AND CONDITIONS FOR  
BIFFY CLYRO FOLLOW TO WIN PROMOTION ("PROMOTION")**

This Promotion is being run by Warner Music UK Limited ("**we**", "**us**", "**our**") of Cannon Place, 78 Cannon Street, London, England, EC4N 6AF. We are the "Promoter" of the Promotion. By providing your details to us you confirm that you would like to enter the Promotion and you agree to be bound by these terms and conditions ("**Ts&Cs**"). In the event of any conflict between any terms referred to in any promotion materials and these Ts&Cs, these Ts&Cs take precedence.

**1. ELIGIBILITY**

- 1.1. You must be a legal resident in the United Kingdom, USA (excluding Puerto Rico), Ireland, France, Germany, Austria, Switzerland, Belgium, Luxembourg, the Netherlands, Italy, Norway, Denmark, Sweden, Finland, Bulgaria, Romania, Hungary and Lebanon and at least eighteen (18) years old or the age of majority in your country of residence, whichever is greater, to take part in this Promotion. Our employees, directors, management, licensees, contractors, affiliates, agencies associated with us, the immediate families or persons domiciled with (whether related or not) of the above listed persons, and our retailers and suppliers are not permitted to enter the Promotion.
- 1.2. This Promotion is open from 12:00:00 GMT on 9 December 2019 until 12:59:59 GMT on 18 December 2019. Promoter's computer shall function as the official clock for the Promotion. We accept no responsibility for entries lost, damaged or delayed, or for any inability to submit entries as a result of computer service, systems, software and/or server failure, error, interruption, defect or delay or any other technical malfunction, including problems with internet connectivity and/or filtering of content by any social media platform (as applicable) (**for entrants resident in France**, we accept responsibility where this is caused by fault or negligence by us). Entries which are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected as fraudulent, submitted via programmed/automated means, do not comply with the Ts&Cs, or which we determine, for justifiable reasons, affect the validity or operation of this Promotion will not be accepted and are void. To enter the Promotion you must have an unlimited or free access to the Internet and, if entering the Promotion via Spotify, a Spotify account via either a free or premium subscription. The cost of a premium subscription account can be found on Spotify's websites. No purchase or payment of any kind is necessary to enter or win this Promotion. A purchase will not increase your chances of winning.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Promotion any entrant who has not complied with these Ts&Cs and to award the prize to another entrant and to require the return of any prize already awarded.

**2. HOW TO ENTER**

- 2.1. The Promotion will be promoted on the following URL address: <https://followtowin.biffyclyro.com> (the "Website") and on our, related third party and artist social media accounts and/or mailing lists. To enter the Promotion, participants must follow the band Biffy Clyro's artist profile on Spotify via the Website. Participants are also invited to subscribe to Biffy Clyro's mailing list. An alternative entry method is also available whereby participants can enter by signing up to Biffy Clyro's mailing list by completing the official entry form via the Website. All participants can opt out of subscribing to mailing lists by following the relevant instructions in each communication sent by us.

We only allow one entry per person and per email address. Joint/group/team entries are prohibited. Please see the Website for further details.

All participants are also required to tick a checkbox confirming acceptance of these Ts&Cs and use of the participant's data in accordance with our Privacy Policy to administer the Promotion.

- 2.2. Promoter reserves the right in its sole discretion to disqualify all entries should it be determined for justifiable reasons that a person has engaged in repeated, egregious or blatant violations of the entry limit. Promoter may acknowledge receipt of entries; but, in such case, acknowledgment does not constitute any representation as to eligibility for the Promotion.
- 2.3. All entries shall be and shall remain the property of the Promoter. If applicable, entries may be used in future commercial and marketing exercises.

### 3. PRIZE

- 3.1. One (1) winner will receive one (1) Biffy Clyro Christmas merchandise bundle, comprising one (1) jumper, one (1) hat and one (1) stocking (RRP: £105). The prize will be awarded to one (1) winner only. We will pay the cost of posting the prize to the winner, if applicable. If the actual prize value is less than the estimated value stated above, the winner will not receive any remuneration to cover the difference.
- 3.2. The winner is solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs. The winner will also be responsible for all applicable personal documentation (such as valid ID card and/or passport) and taxes, if any, relating to and/or payable in respect of the prize(s).
- 3.3. **For entrants not resident in Germany, Switzerland or Austria:** The prize(s) is/are non-transferable and no cash alternatives will be available. However, we reserve the right to substitute a prize (or prizes) of equal or greater value at any time if we withdraw the prize(s) (in whole or in part) for any reason or it becomes unavailable (in whole or in part). The prize(s) is/are subject to availability and other restrictions.

**For entrants resident in Germany, Switzerland or Austria:** The prize(s) is/are non-transferable and no cash alternatives will be available for any prize. However, we reserve the right to substitute a prize (or prizes) of equal or greater value at any time if it becomes unavailable (in whole or in part for unexpected reasons).

### 4. WINNER SELECTION AND NOTIFICATION

- 4.1. The winning participant will be selected by no later than 19 December 2019 and the prize winner will be the first name drawn at random from all valid entries received. The odds of winning depend upon the total number of eligible entries received for the random prize draw.
- 4.2. We will attempt to notify the winners by no later than 20 December 2019 using the contact details submitted on entry. If you are chosen as a winner and your contact details have changed since your entry, we reserve the right to disqualify your entry and select an alternative winner. We will not notify unsuccessful entrants.
- 4.3. If any of the following circumstances apply, a winner will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to us) and an alternative winner will be selected from the remaining eligible entrants using the process set out above:
  - 4.3.1. if the winner has not claimed their prize by the date specified in the winner notification, we reserve the right to conduct a further draw in accordance with clause **Error! Reference source not found.** above to award the prize to another entrant;
  - 4.3.2. the prize (or any correspondence relating thereto, e.g. a notification from us confirming a winning entry) is returned as non-deliverable;
  - 4.3.3. the relevant winner does not provide requested evidence of identity, age, residency, or being the authorised holder of the email account from which the entry was submitted to our satisfaction within 48 hours of such request being made; or
  - 4.3.4. We determine non-compliance with any of these Ts&Cs for justifiable reasons.

- 4.4. The winners' names may be obtained by sending a stamped self-addressed envelope marked "Biffy Clyro Christmas 2019 Follow To Win Promotion" to Warner Music UK Limited, 27 Wrights Lane, London W8 5SW.

## 5. PUBLICITY

The winner may be required to take part in our promotional publicity and sign a release form in respect of such publicity. By entering into this Promotion, you agree to provide and that we (or any third party we may choose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country of residence and/or other indicia of your persona in any kind of medias (including without limitation Internet especially on all promoters' related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (including without limitation printed materials, posters, press advertisements, online materials as for instance web-banners and emailings, audio-visual commercials, etc.), worldwide for advertising and promotional purposes in connection with the Promotion without additional authorisation, notice or compensation unless prohibited by law.

## 6. DATA PROTECTION

- 6.1. By submitting an entry, entrants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you as part of the entry process (including contact details) for the purposes of operating the Promotion, administering prizes and otherwise in accordance with our Privacy Policy, available at [www.wminewmedia.com/privacy](http://www.wminewmedia.com/privacy). Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

**For entrants resident in Germany, Switzerland or Austria:** Entrants' personal data will be processed by us and/or the third parties acting on our behalf, in connection with operating the Promotion (including administering prizes) according to our Privacy Policy, available at [www.wminewmedia.com/privacy](http://www.wminewmedia.com/privacy). Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

## 7. GENERAL

- 7.1. Subject to, where applicable, the approval of those authorities that have issued permits for the conduct of this Promotion, We may, for justifiable reasons, modify, amend, cancel or suspend these Ts&Cs, the Promotion and/or the prize(s) at any time if we deem it necessary, due to technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond our control. No liability shall attach to us as a result thereof.

**For entrants resident in Germany, Switzerland or Austria:** In the case of cancelation of the Promotion, we will, at our discretion, select the winner(s) from eligible entries received prior to the event that required such cancelation.

- 7.2. Subject to applicable laws, we reserve the right to disqualify an entrant and/or winner for justifiable reasons. In addition, acts of tampering with the Promotion (including the URL) will result in disqualification; but, disqualification shall not represent the sole remedy available to Promoter.
- 7.3. **For entrants not resident in Germany, Switzerland or Austria:** Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these Ts&Cs apply to this Promotion. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Promotion (including any damage to the entrant's or any other person's computer relating to

or resulting from participation in, or downloading of any materials or software in connection with, this Promotion) or acceptance, use, misuse or non-use of any prize(s) (including activity or travel related thereto) except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded. **For entrants resident in France:** In case of fault or negligence from us, our liability is limited to direct damages only.

**For entrants resident in Germany, Switzerland or Austria:** We shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.

- (a) In an event of slight negligence, we shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the meaning of this provision is an obligation whose fulfilment makes the implementation of this contract possible in the first place and on the fulfilment of which the contractual partner may therefore generally rely.
- (b) In a case according to Clause (a), we shall not be liable for any lack of commercial success, lost profits and indirect damages.
- (c) Liability in accordance with the above Clauses (a) and (b) shall be limited to the typical, foreseeable damages.
- (d) The limitation of liability shall apply mutatis mutandis to the benefit of our employees, agents and vicarious agents.

Any potential liability on our part for any warranties and for claims based on the German Product Liability Act shall not be affected.

**7.4. Release.**

**For entrants resident in USA (ex. Puerto Rico):** UNLESS OTHERWISE PROHIBITED BY LAW, BY ENTERING, ENTRANT AGREES TO (I) RELEASE AND HOLD PROMOTER AND ITS RESPECTIVE AFFILIATES (COLLECTIVELY, THE “RELEASEES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES) (“LOSSES”) OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

- 7.5. In the event that any event or action outside Warner’s control prevents or significantly hinders Warner’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), Warner may for justifiable reasons 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.
- 7.6. If for any reason this Promotion is not capable of running as planned due to causes beyond the control of Warner which affect the proper conduct of this Promotion, Warner reserves the right for justifiable reasons 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.
- 7.7. Each prize winner is responsible for obtaining their own independent legal advice.
- 7.8. We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.

- 7.9. Our decisions on any issue arising out of or in relation to this Promotion and these Ts&Cs are final and binding and no correspondence will be entered into. Failure of the Promoter to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 7.10. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Spotify/Instagram. Entrants hereby release each of Facebook, Twitter, Spotify and Instagram from all responsibility and liability in respect of the Promotion. By entering this Promotion, entrant acknowledges that Facebook/Twitter/Spotify/Instagram are websites/platforms over which Promoter has no control and Promoter is not responsible for (a) any issues or loss that may be caused by accessing or using entrant's Facebook/Twitter/Spotify/Instagram accounts for the purpose of this Promotion, or (b) entrant's inability to access, use, or successfully use his or her Facebook/Twitter/Spotify/Instagram accounts for this Promotion.

## **8. GOVERNING LAW**

**For entrants not resident in USA (excluding Puerto Rico) or Lebanon:** The Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of the country in which the entrant is resident.

**FOR ENTRANTS RESIDENT IN USA (EXCLUDING PUERTO RICO) OR LEBANON:** THE PROMOTION AND THESE TS&CS ARE GOVERNED BY THE LAWS OF, AND SUBJECT TO THE EXCLUSIVE JURISDICTION OF, THE RELEVANT COURTS OF NEW YORK. ENTRANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO HIS/HER ENTRIES OR OTHERWISE RELATED TO THE PROMOTION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.