

## Competition Terms and Conditions – CLEWS Tour – Competition

1. Information on how to enter and the prizes form part of these terms and conditions. These terms and conditions constitute the entire agreement between each entrant and Promoter. Entry into the competition (**Competition**) is deemed acceptance of these terms and conditions.
2. The promoter is Sony Music Entertainment Australia Pty Ltd (ABN 95 107 133 184) of 11-19 Hargrave Street, East Sydney, NSW, 2010 (**Promoter**).
3. The Competition commences at 9:00am AEST on Monday, 24 May 2021 and concludes at 11:59pm AEST on Friday, 11 June 2021 (**Competition Period**). Promoter may extend the closing date in its sole discretion. All entries are deemed to be received at the time of receipt NOT at the time of sending by entrants. Late entries will not be eligible.

### Eligibility

4. Entry is open to Australian and New Zealand residents 18 years of age and older, other than as set out in clause 5.
5. Employees and agents of Promoter and their immediate families are not eligible to enter the Competition.

### How to enter

6. To enter the Competition, entrants must:
  - i. Have an active Spotify and/or Apple Music account;
  - ii. Go to <https://forms.sonymusicfans.com/campaign/clews-add-to-collection-loveluck-omens/> (the, **Competition Form**);
  - iii. Choose to add CLEW's (the, **Artist**) new EP "Loveluck Omens EP" (the **EP**) to your Spotify collection or add the EP to your Apple Music collection via the Competition Form;
  - iv. Complete your first name, last name and email address on the Competition Form;
  - v. Answer in 25 words or less "what do you consider to be a good omen and why?" on the Competition Form (the **Entry**);
  - vi. Read and then tick where indicated to agree to the Competition terms and conditions and privacy policy which can be accessed via the Competition Form; and
  - vii. Click 'Submit' on the Competition Form to submit the Entry.
7. Entry is limited to one (1) Entry per account holder. For the avoidance of doubt, if the entrant has both a Spotify and Apple Music account the entrant may submit two (2) Entries.

### Prizes and Judging

8. This is a game of skill. Chance plays no part in determining the winner.
9. The one (1) most creative and entertaining entry as judged by Promoter in its sole discretion will be deemed the winners (the, **Winner**).

The Winner will receive one (1) double pass ticket to see the Artist perform live at one of their Melbourne or Sydney performances on their expected Australian Tour in 2021 (the, **Performance**), subject to Australian Government health regulations and restrictions (the, **Prize**).

For the avoidance of doubt, performance dates and locations are to be determined by Promoter at a later date and may be subject to change at the Promoter's sole discretion and in accordance with Australian Government health regulations and restrictions.

The Prize is valued at approximately AU\$40.

10. The entries will be judged and announced by no later than 6:00pm AEST on Friday, 18 June 2021. The Winner will be notified via email according to the email address provided in the entry form submitted with their Entry. Further details relating to Prize redemption will be provided at this time.
11. Attendance at the Performance is subject to the Winner's and their guest's compliance with the Performance venue's conditions of entry and any instructions and directions given. Promoter accepts no liability or responsibility for any failure to comply with the above conditions of entry. Promoter and the event organisers hereby expressly reserve the right to eject the Winner and/or guest for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.
12. As a condition of collecting the Prize, the Winner and their guest consent to being filmed at the Performance. The footage of the Performance may be made available, at Promoter's discretion, on Promoter's, CLEWS's official social media channels, including but not limited to, Facebook, Twitter, Instagram and/or Vevo. Promoter may also photograph, video and/or film any other activities relating to the Winner's acceptance or consumption of the Prize. The Winner acknowledges that Promoter has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit without further permission from or payment to the Winner. The Winner may be required by Promoter to provide further consents or sign releases in respect of their attendance at Performance, including giving consent to be filmed and the Winner and their guest agree to fully comply with any such request.
13. The Winner is only entitled to the relevant Prize as outlined above and is not entitled to any additional prizing or cash reimbursement to compensate for any difference in actual Prize redemption cost and maximum value. The Prize is not transferable nor can the Prize be taken as cash other than as specifically set out in these terms and conditions.

No compensation is payable if the Winner cannot receive any aspect of the Prize for any reason.

14. Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters and no correspondence will be entered into.
15. If the Winner cannot be contacted within two (2) calendar days of first notification attempt, if the Prize notification is returned as undeliverable, if the Winner rejects the Prize, or in the event of noncompliance with these rules, the Prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given.
16. Participation in the Prize and any passes, tickets or vouchers issued as part of the Prize may be subject to prevailing prize supplier terms and conditions of use, which are subject to change without notice. The Prize cannot be used in conjunction with travel discounts or special offers.
17. All additional costs not expressly stated herein but incurred in acceptance and use of the Prize is the responsibility of the Winner and their guest and will **NOT** be the responsibility of the Promoter. The Winner and their guest will be responsible for paying for those costs not expressly set out herein and which may include (but is not limited to) flights, accommodation, on-ground transportation, additional taxes, personal items, phone calls, travel insurance, meals, drinks, souvenirs, sightseeing or activities, incidentals, gratuities, surcharges or other ancillary costs which are the sole expense and responsibility of the Winner and their guest.
18. The Winner and their guest must conduct themselves in a responsible, courteous and respectful manner at all times whilst participating in the Prize. Acceptance of and participation in the Prize is subject to any prevailing terms and conditions of Promoter, and in particular, health, behaviour, age and safety requirements. The Winner and their guest must follow all reasonable directions given by Promoter during the course of their participation in the Prize, including all directions relating to age, health, behaviour and safety. Promoter reserves the right, in its sole discretion, to disqualify, sanction and/or eject the Winner and/or their guest from the Prize on the grounds of inappropriate behaviour, for age, health or safety reasons, or for any breach of these terms and conditions and conditions of use. If the Winner and/or their guest fail to participate in the Prize in the manner required, as stated in this clause and in the reasonable opinion of Promoter, their entry and the balance of the Prize will be forfeited with no compensation payable.
19. If for some reason beyond Promoter's control, it is not possible to supply the Prize as advertised, Promoter will be entitled to supply a substitution prize in Promoter's sole discretion. If the Competition is not capable of running as planned due to any reason (including, but not limited to fraud,

a state of emergency, natural disaster, public health issue, war, technical failures or any other causes), Promoter reserves the right without liability to the entrants to cancel, modify, terminate or suspend the Competition.

## General Terms

20. Entries must not contain references which are obscene, crude or vulgar, and/or which contain phone numbers, personal addresses (physical or email), Web site URLs, derogatory characterisations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behaviour or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Promoter, in its sole discretion. Promoter may delete any entries it deems offensive or inappropriate in its discretion and such entries will be disqualified from the Competition.
21. By entering the Competition, unless stated otherwise by the entrant, entrants agree that Promoter may use the entrant's contact details in any media for future competitions, marketing or publicity purposes without further reference or consent. Promoter will collect personal information about entrants for the purposes of conducting the Competition and awarding the prizes. The Promoter reserves the right to share entrants' per CLEWS's corporate entities for further marketing or publicity purposes. In accordance with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) and the New Zealand Privacy Principles in the *Privacy Act 1993*, entrants have a right to access most of the information Promoter holds about them. Please refer to Promoter's privacy policy on [www.sonymusic.com.au](http://www.sonymusic.com.au) or [www.sonymusic.com.nz](http://www.sonymusic.com.nz) (as applicable) for further details.
22. The Entry will become the property of Promoter and each entrant hereby assigns, including as a present assignment of future copyright, any right, title and interest (including copyright) the entrant may have in the Entry to Promoter worldwide and in perpetuity. Each entrant acknowledges that Promoter may use the Entry and materials and any intellectual property rights subsisting in the Entry in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries, free from any claim whatsoever in any country or place in the world. Each entrant further consents to any and all acts or omissions of Promoter which would, but for this consent, infringe any of the entrant's moral rights or similar rights in the Entry.
23. Under the *Australian Consumer Law (Cth)*, other statutes and New Zealand consumer laws, there are some warranties and conditions that cannot be excluded, restricted or modified or can only be excluded, restricted or modified to a limited extent. Promoter excludes all warranties and conditions to the extent allowable by these laws. Promoter accepts no liability or responsibility of any kind for any defect with the Prize nor for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) which is suffered or

sustained in connection with the Competition or Prize in any way to the fullest extent allowable by law.

24. Promoter is not responsible for any misdirected, late or incomprehensible entries in the Competition. Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading or uploading any materials in this Competition.
25. Promoter is not responsible for any tax implications that may arise from winning a Prize. Entrants should seek independent financial advice about such matters.
26. Prizes will be awarded to person named in the entry. However, in a dispute, Prizes will be awarded to the account holder of the entry mechanism used to submit their Entry.
27. Promoter in its absolute discretion reserves the right to verify the validity of all entries and to disqualify entrants if they tamper with the entry process including but not limited to submission of an entry not in accordance with these terms and conditions or where Promoter reasonably believes that an entrant has acted in bad faith in respect of the competition.
28. The Competition is in no way sponsored, endorsed or administered by or associated with Spotify or Apple Music. Entrant information disclosed as part of the Competition is disclosed to Promoter and not to Spotify or Apple Music. Each entrant fully releases Spotify and Apple Music from any loss or liability suffered by the entrant in connection with the Competition.
29. These terms and conditions shall be governed by the laws of New South Wales, Australia.