

## **Competition Terms and Conditions – AC/DC Essentials – Spotify and Apple 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 7.00am AEST on Friday, 24 July 2020 and concludes at 11.59pm AEST on Sunday, 9 August 2020 (**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 residents 16 years of age and older, other than as set out in clause 5. Entrants under the age of 18 require the consent of their parent or legal guardian to enter the Competition and further, the parent or legal guardian must read and consent to these terms and conditions. By entering this Competition, the parent or legal guardian of any entrant under the age of 18 will be deemed to have read and agreed to these terms and conditions.
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 or Apple Music account;
  - ii. Go to <https://forms.sonymusicfans.com/campaign/40-years-of-ac-dcs-back-in-black/> (the, **Competition Form**);
  - iii. Choose to follow the '*This Is AC/DC*' playlist on Spotify or add the '*AC/DC Essentials*' playlist on Apple Music via the Competition Form;
  - iv. Complete your first name, last name, date of birth, email address, postal code on the Competition Form;
  - v. Answer in 25 words or less "*What is your favourite song from 'Back In Black' 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 three (3) most creative and entertaining entries as judged by Promoter in its sole discretion will be deemed the winners (the **Winners**) (each a **Winner**).

Each Winner will receive:

- a) One (1) x AC/DC Back In Black 40th Anniversary T-shirt;
- b) One (1) x AC/DC Back In Black 40th Anniversary Hoodie;
- c) One (1) x AC/DC Back In Black 40th Anniversary Frizbee; and
- d) One (1) x AC/DC Back In Black 40th Anniversary Hat.

(collectively, the **Prize**)

The prize is valued at approximately A\$570 (3 x A\$190).

10. The entries will be judged no later than 6.00pm AEST on Wednesday, 12 August 2020. The Winner will be notified by email according to the email address provided with their Entry. Further details relating to Prize redemption will be provided at this time.

### **General Terms**

11. Each 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 be taken as cash other than as specifically set out in these terms and conditions. No compensation is payable if a Winner cannot receive any aspect of the Prize for any reason.
12. 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.
13. Promoter will not be responsible for any costs associated with winning the Prize or the Prize itself unless specifically stated in these terms and conditions. Each Winner 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 each Winner.

14. If a Winner cannot be contacted within forty-eight (48) hours of first notification attempt, if a Winner notification is returned as undeliverable, if a Winner rejects the Prize, or in the event of noncompliance with these rules, their Prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given.
15. If for some reason beyond Promoter's control, it is not possible to supply the Prizes as advertised, Promoter will be entitled to supply a substitute prize in Promoter's 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, war, technical failures or any other causes), Promoter reserves the right without liability to the entrants to cancel, modify, terminate or suspend the Competition.
16. The Entry 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.
17. 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 Promotor reserves the right to share entrants' personal information with relevant third parties including but not limited to Promoter's corporate entities for further marketing or publicity purposes. In accordance with the Australian Privacy Principles in the *Privacy Act 1988 (Cth)*, 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) for further details.
18. 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.

19. Under the *Australian Consumer Law (Cth)* and other statutes 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.
20. 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.
21. Promoter is not responsible for any tax implications that may arise from winning Prize. Entrants should seek independent financial advice about such matters.
22. The Prize will be awarded to the person named in the entry submission form. However, in a dispute, the Prize will be awarded to the account holder of the entry mechanism used to submit their Entry.
23. 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.
24. The Competition is in no way sponsored, endorsed or administered by or associated with Spotify and 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.
25. These terms and conditions shall be governed by the laws of New South Wales, Australia.