

Peking Duk – Call of Duty - Double XP Code

1. Information on how to enter and this promotion (the, **Promotion**) form part of these terms and conditions. These terms and conditions constitute the entire agreement between each entrant and Promoter. Entering in the Promotion 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 (the, **Promoter**).
3. The Promotion period commences 6.00pm AEDT on Thursday, 26 November 2020 and concludes at 11.59pm AEDT on Thursday, 3 December 2020 (the, **Promotion Period**). Promoter may extend the closing date in its sole discretion. For the avoidance of doubt no entries will be counted before the Promotion Period.

Eligibility

4. Entrants must be 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 Promotion.

How to enter

6. To enter the Promotion, entrants must:
 - a) Have an active Spotify account;
 - b) go to the entry form located at <https://forms.sonymusicfans.com/campaign/pekingduk2xp/> (the, **Entry Form**) and sign in to your Spotify account and follow Peking Duk's Call Of Duty® Spotify Playlist (the, **Entry**);
 - c) Read and then tick where indicated to agree to the Promotion terms and conditions and privacy policy which can be accessed via the Entry Form; and
 - d) Click 'Submit' on the Entry Form to submit the Entry.

Selection

8. The first five thousand (5000) entrants who validly enter the Promotion will each receive one (1) Call of Duty Double XP Code (the **Code**). Each successful entrant will be notified by email according to the email address associated with the Spotify account used to submit their Entry, no later than 6:00pm AEDT on Friday, 11 December 2020. Further details relating to Code redemption will be provided at this time.
9. Entrants must have a Call Of Duty account to use the Code. The Code is subject to Activision's terms of use which can be located at <https://www.activision.com/au/en/legal/terms-of-use>. Promoter accepts no liability or responsibility for any failure to comply with the Activision's terms of use.

General Terms

10. This is not a competition and no prizes will be awarded. No cash alternatives shall be available. The Code is non-transferable. Sony reserves the right to change the Promotion at its discretion.
11. Promoter's decision in relation to any aspect of the Promotion is final and binding on every person who enters and no correspondence will be entered into.
12. If a successful entrant cannot be contacted within one (1) calendar day of first notification attempt, if the Code notification is returned as undeliverable, if successful entrant rejects the Code, or in the event of noncompliance with these terms and conditions, their Code will be forfeited and an alternative successful entrant may be drawn from all remaining eligible entries. Upon Code forfeiture, no compensation will be given.
13. All additional costs not expressly stated herein but incurred in acceptance and use of the Code is the responsibility of each successful entrant and will **NOT** be the responsibility of the Promoter.
14. If the Promotion is not capable of running as planned due to any reason (including, but not limited to fraud, a state of emergency, pandemic, 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 Promotion.
15. By entering the Promotion, unless stated otherwise by the entrant, entrants agree that Promoter may use the entrant's contact details in any media for future Promotions, marketing or publicity purposes without further reference or consent. Promoter will collect personal information about entrants for the purposes of conducting the Promotion and issuing the Code. The Promoter reserves the right to share entrants' personal information with relevant third parties including but not limited to Peking Duk'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 for further details.
16. 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 Code 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 Promotion or the Code in any way to the fullest extent allowable by law.

17. Promoter is not responsible for any misdirected, late or incomprehensible entries in the Promotion. 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 Promotion.
18. Promoter is not responsible for any tax implications that may arise from receiving the Code and participating in the Promotion. Entrants should seek independent financial advice about such matters.
19. The Code will be awarded to the person named in the Entry Form. However, in a dispute, the Code will be awarded to the account holder of the entry mechanism used to submit their Entry.
20. 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
21. The Promotion is in no way sponsored, endorsed or administered by or associated with Spotify. Entrant information disclosed as part of the Competition is disclosed to Promoter and not to Spotify. Each entrant fully releases Spotify from any loss or liability suffered by the entrant in connection with the Competition.
22. These terms and conditions shall be governed by the laws of New South Wales, Australia.