

TERMS AND CONDITIONS FOR TIESTO (“ARTIST”) DOWNLOAD OR SIGN UP TO WIN (“PROMOTION”)

This Promotion is being run by Warner Music UK Limited (“we”, “us”, “our”) of Cannon Place, 78 Cannon Street, London, England, EC4N 6AF on behalf of Atlantic Records UK. 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 The entrant (“you”, “your”) must be a legal resident in the United Kingdom or the Republic of Ireland and at least the age of eighteen (18) years old in your jurisdiction of residence to enter this Promotion. Our employees, directors, management, licensees, contractors, related companies, 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 16:00:00 BST on 23rd August 2022 until 12:00:00 BST on 25th August 2022. 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). 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 in our sole discretion 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 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 website. No purchase is necessary to enter this Promotion.
- 1.3 We reserve the right in our absolute discretion to disqualify from this Promotion any entrant who we believe 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://creamfields-tiesto.atlanticrecords.co.uk/> (the “Website”). To enter the Promotion you must go to the Website, download Artist’s track titled ‘Hot in It’ on iTunes (alternatively, as a method of free entry, sign up to the mailing list on the Website), select the tick box confirming you have read the terms and conditions, and click submit (“Entry”).
- 2.2 Promotion will be promoted on Artist’s and Artist’s label’s social media accounts on Instagram.
- 2.3 Submitting one or more Entries will not increase the odds of winning the Prize (defined below). By participating in the Promotion, each entrant is confirming that they have read and agree to comply with: (i) these terms and conditions; (ii) our terms of use, located at <http://www.wmg.com/termsconditions>; and (iii) Spotify’s terms of use, located at <https://www.spotify.com/uk/legal/end-user-agreement/plain/>. Entrants may submit only one Entry.

- 2.4 We only allow one entry per person and per email address. Joint/group/team entries are prohibited. Please see the Website for further details. Those eligible participants who are under the age of majority in their jurisdiction must be able to evidence the consent of their parent(s) or guardian(s) to take part in this Promotion.
- 2.5 All participants are also required to tick a checkbox confirming acceptance of these Ts&Cs and agree to the use of the participant's data in accordance with our Privacy Policy to administer the Promotion.
- 2.6 Promoter reserves the right for justifiable reasons to disqualify all entries should it determine 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.

3. **PRIZE**

- 3.1 There will be one (1) winner.
- 3.2 The prize to be won is two (2) tickets to Creamfields festival in the UK for admission on Sunday 28th August 2022 only RRP two hundred pounds (£200) (the "**Prize**"). We will pay the cost of posting the prize to the winner.
- 3.3 The Prize is 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 we withdraw the Prize (in whole or in part) for any reason or it becomes unavailable (in whole or in part). The Prize is subject to availability and other restrictions.
- 3.4 Winner and Winner's guest are solely responsible for paying all costs associated with the Prize that are not specifically stated in these Ts&Cs, including but not limited to all meals, gratuity, accommodation and travel expenses and travel and other insurance. For the avoidance of doubt, winner (and winner's guest) are responsible for ensuring they are able to travel on the relevant dates. We will not be responsible for providing any alternative prize(s) if any ticket holders are unable to travel to the relevant venue on the relevant date(s) for whatever reason.

4. **WINNER SELECTION AND NOTIFICATION**

- 4.1 The winning entrant(s) will be selected on or about 25th August 2022 and will be the first names 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 notify each winner by no later than 25th August 2022 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 and an alternative winner will be selected from the remaining eligible entrants using the process set out above:
- (a) 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 4.1 above to award the Prize to another entrant;
 - (b) the Prize (or any correspondence relating thereto, e.g. a notification from us confirming a winning entry) is returned as non-deliverable;

- (c) 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;
- (d) the Prize is attendance at, or tickets to, an event and the relevant winner is not available to travel and/or attend the venue on the relevant dates; or
- (e) we determine non-compliance with any of these Ts&Cs.

4.4 The winner's names may be obtained by sending a stamped self-addressed envelope marked 'Tiesto Competition' to Atlantic Records UK, Warner Music UK Limited, 27 Wrights Lane, London W8 5SW.

5. PUBLICITY

Winners 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 chose) 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 (Internet especially on all Promoters. related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (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.

6.2 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.

6.3 We would like to be able to keep you informed about Artist and their activities. We would also like to be able to share your email address with Artist, Indie Mixtape and Topsyfy so that they may keep you informed of their activities from time to time. If you would like us to use your email address in either or both of these ways, please tick the relevant box(es) on the Website where indicated prior to submitting your entry. Ticking the box(es) is not required for entry in the Promotion nor will doing so increase your chances of winning.

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 in our absolute discretion 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.

7.2 Subject to applicable laws, we reserve the right to disqualify an entrant and/or winner in our absolute discretion. 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 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.
- 7.4 In the event that any event or action outside our control prevents or significantly hinders our 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 commencement of the Promotion will be subject to any requirements imposed by such body.
- 7.5 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.
- 7.6 Each prize winner is responsible for obtaining their own independent legal advice.
- 7.7 We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.
- 7.8 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.
- 7.9 This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants hereby release each of Facebook, Twitter, Spotify and Instagram from all responsibility and liability in respect of the Promotion. If the Promotion takes place using Twitter, the following additional terms apply:
- (a) entrants may not use multiple Twitter accounts to enter the Promotion and such entries will be ineligible; and
 - (b) multiple entries in a single day from a single entrant will not be accepted;

8. **GOVERNING LAW**

The Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of Great Britain in respect of entrants who are resident in Great Britain.