

## CLASSIC MOTOWN MARVIN GAYE ESSENTIALS PLAYLIST COMPETITION

### SCHEDULE TO TERMS AND CONDITIONS

<b>Name of Competition</b>	Marvin Gaye Essentials Playlist Competition
<b>Promoter</b>	Universal Music Group, Inc. having its registered office at 364–366 Kensington High Street, London W14 8NS.
<b>Website(s)</b>	<a href="http://classic.motown.com/story/create-your-own-marvin-gaye-essentials-playlist/">http://classic.motown.com/story/create-your-own-marvin-gaye-essentials-playlist/</a>
<b>Competition Period</b>	The competition commences at 12:00 GMT on Monday 1 <sup>st</sup> August 2016. Entrants must submit the completed entry by 23:59 GMT on Friday 2 <sup>nd</sup> September 2016.
<b>Judging Date and Time</b>	The winner will be selected on Monday 5 <sup>th</sup> September 2016.
<b>Entry Restrictions</b>	Entrants must be at least 16 years of age.
<b>Entry Method</b>	To enter, during the competition period, entrants must: <ul style="list-style-type: none"> <li>a) Visit the website.</li> <li>b) Connect with Spotify</li> <li>c) Search and add 10 tracks when prompted</li> <li>d) Accept the Terms and Conditions.</li> <li>e) Submit entry as prompted.</li> </ul>
<b>Judging Criteria</b>	Each valid playlist will be submitted into a pool of names and the best playlist will be selected by a small panel of judges.
<b>Maximum Entries Per Person</b>	1
<b>Prize Details</b>	The winner will receive 1 Marvin Gaye LP and the winning playlist will be featured on the Classic Motown website and Spotify account.
<b>Terms and Conditions of the Prize</b>	<ol style="list-style-type: none"> <li>1. The Prize includes postage of the LP to the Winner at their nominated address. The promoter claims no liability for any damage caused to the Prize in transit, or for any delay in the delivery of the Prize.</li> <li>2. This Prize must be taken as offered, is not transferrable and no cash alternative will be offered.</li> </ol>
<b>Total Value of the Prize Pool</b>	£16.99
<b>Notification of Winners</b>	The Winner will be notified by email within 1 day of being determined.
<b>Prize Claim Date and Time</b>	Prize must be claimed by Monday 12 <sup>th</sup> September 2016.
<b>Additional Terms</b>	N/A

## TERMS AND CONDITIONS

1. These Terms and Conditions and all other information provided prior to entering the Competition, including the Schedule and any instructions on how to enter the Competition form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid. The Schedule defines certain terminology used within these Terms and Conditions. To the extent of inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
2. Entry is only open to those who comply with the Entry Restrictions (if any) and have a valid email address. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this Competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
3. The Competition will be conducted during the Competition Period. To enter the Competition entrants must follow the Entry Method and comply with all other applicable requirements during the Competition Period. Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the Maximum Entries Per Person. Multiple entries (where permitted) must be submitted separately. Automated - computer – generated entries will not be accepted.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its right at any stage does not constitute a waiver of those rights. Incomplete or decipherable entries will be deemed invalid.
5. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Competition. The Promoter has no obligation to acknowledge or return the entry.
6. The entrant acknowledges and agrees that the entry is not obscene, defamatory, libellous, threatening, harassing, hateful, racially or ethnically offensive, or encouraging of conduct that would be considered a criminal offence, gives rise to the civil liability, or violate any law.
7. The entrant confirms and warrants that they have full power and authority to enter into this agreement and hereby indemnify the Promoter from and against any and all costs and damages incurred as a result of any breach of the representations and warranties made by the entrant herein.

8. All entries in this Competition are the property of the entrant and each entrant, by entering this competition, grants the Promoter an irrevocable, perpetual, sub-licensable, worldwide gratis licence to reproduce, edit, publish, communicate and otherwise use their entry to the Competition in any manner whatsoever including, without limitation, in further promotion of the Competition, by way of commercial purposes and may extend to or involve use by or with one or more third parties. If requested by the Promoter, the entrant shall complete and sign a formal licence of copyright to give effect to the foregoing.
9. The Promoter reserves the right to reject any entry submitted to the Competition.
10. To the extent necessary, the entrant hereby waives all moral rights (as defined by the Copyright Act 1968 (Cth)), including the right of attribution.
11. The entrant warrants the entry does not incorporate any other materials which are subject to third party proprietary rights or otherwise infringe any third party's rights. The entrant further warrants that they have the required consents and approvals from individuals appearing in the entry.
12. At the conclusion of the Competition Period on the Judging Date and Time, the entries will be judged by suitably qualified representatives of the Promoter based on the Judging Criteria. The Prize(s) will be awarded to the entrant or entrants (as applicable) which best meet the Judging Criteria.
13. The Winner(s) shall be determined at Universal Music Group, Inc. 364–366 Kensington High Street, London W14 8NS and shall be notified in accordance with the Notification of Winners section of the Schedule.
14. The judges' decision is final and binding upon all entrants and no correspondence will be entered into. Entrants who are not winners will not receive any notification at all. The Promoter will contact the Winner(s) in accordance with the Notification of Winners provision to arrange for delivery of the Prize.
15. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Each prize is not transferable to another person (unless agreed to by the Promoter) or exchangeable for other goods and services and cannot be redeemed for cash.
16. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
17. The Promoter reserves the right to re-judge in the event of any entrant being unable to satisfy these Terms and Conditions or forfeiting or not claiming the Prize by the Prize Claim Date and Time. If a Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct further rounds of judging, as required, at the same time and place as the original judging on the day after the Prize Claim Date. The alternate winner shall be notified in accordance with the Notification of Winners section of the Schedule.

18. If the Prize is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the Prize with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. By entering the Competition, each entrant agrees that the Promoter may disclose entrants' personal information, to the State and Territory lottery departments, the winner's names will be published as required under the relevant lottery legislation and the Promoter may publish or cause to be published the winner's names and suburb in any media, including on the Website(s).
20. if this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional websites and mobile applications is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant' or (f) use of a Prize.
23. The Promoter and its associated agencies shall not be liable in any way if the performance of obligations hereunder is delayed or becomes impossible by reason of any Act of God, war, fire, earthquake, strike, sickness, accident, civil commotion or any other cause.
24. The Promoter needs to collect the personal information required to be submitted with your entry so it can enter you in the Competition. The Promoter may use personal information about you for related purposes, including sending you information (including electronically) about Universal products, events, artists, news and further competitions. The Promoter may disclose personal information to other organisations that assist it to promote its events and artists. If you wish to access the personal information the Promoter holds about you or do not wish to have this information disclosed, please refer to Universal's privacy policy at <http://privacypolicy.umusic.com> for further details.
25. These Terms and Conditions shall be governed by the law of London, United Kingdom.