

## Neumann '90 Days Competition' – Game of Skill

("Promotion")

### Terms and Conditions

1. Information on how to enter and prizes forms part of these terms and conditions. By participating in the Promotion, you agree to be bound by these terms and conditions.

### Entry

2. The Promotion commences on 2<sup>nd</sup> July 2018 and ends at 11:59 pm AEST on 30<sup>th</sup> September 2018 ("Promotional Period").
3. Entry is open to Australian residents age 14 years and over only. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter. Entrants under the age of 18 must have the permission of their parent or guardian before entering the Promotion.
4. To enter, participants must during the Promotional Period;
  - a. Purchase of at least one Neumann product from an official Australian distributor of Sennheiser and Neumann during the Promotional Period; and
  - b. Email a link to a video recording of them performing an original musical composition to [au-marketing@sennheiser.com](mailto:au-marketing@sennheiser.com) along with their proof of purchase.
5. Entry into the Promotion is limited to two entries per person. If more than two entries are made, only the first two will be considered. If the same entry is made by multiple people (e.g. members of the same band), the first person to post the recording will be considered the entrant, and the additional copies ignored.
6. All entries must be from unsigned artists, featuring compositions that have not been published through a recording contract previously.
7. By entering the Promotion, entrants certify that the musical material posted is not subject to copyright (or if so, that the entrant has the rights to any such copyright, and / or is posting with the copyright holders permission) and are posting the material with the permission of any other performers that may also feature in the recording. Material which breaches this rule will be ineligible for entry into the Promotion.
8. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of violating any law; or (q) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem otherwise inappropriate will be ineligible and will be discarded.
9. No third-party entries, bulk entries or entries submitted by agents will be accepted.
10. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
12. The Promotion is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on originality, musicality and performance. The technical quality of the recording will not form part of the judging criteria. The judges' decision will be final and binding on every person who enters. No correspondence will be entered into.

13. Failure to comply with these terms and conditions or any other applicable terms may result in disqualification and / or forfeiture of prizes at the Promoter's sole discretion.
14. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these terms and conditions.
15. All material submitted as part of the Promotion may be used by the Promoter for promotional and marketing purposes.

#### **Judging and award of prize**

16. The judging will be conducted by a panel of judges appointed by the Promoter. The judging will take place at Sennheiser Australia, The Zenith, Tower A, Level 14, 821 Pacific Highway, NSW 2067 and will begin on 5<sup>th</sup> October 2018.
17. The best valid entry as determined by the judges will win the following prize(s):  
Two (2) days recording at a studio in Adelaide with a professional sound engineer, on a date to be decided by the Promoter whereby every effort will be made to accommodate the requirements of the winner, however dates offered will be pending studio availability. Two (2) return economy flights to Adelaide from within Australia only.  
Two (2) nights single accommodation in Adelaide during the time of recording.

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD\$5,500.00 (including GST).

18. Any Additional spending money, a producer, flights, meals, insurance, taxes, extra accommodation, items of a personal nature, travel to and from departure point, additions to stipulated itineraries and offered flights and all other ancillary costs are the responsibility of the winner. Unless expressly stated, all other expenses become the responsibility of the winner.
19. The promoter shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) or for personal injury which is suffered or sustained in connection with the prize, except for any liability which cannot be excluded by laws.
20. The winners will be announced on the Sennheiser ANZ and Neumann Facebook page on or before the 30<sup>th</sup> November 2018. The winners will be contacted via email to the email address they submit their entry from; it is the responsibility of each entrant to ensure they can receive emails from Sennheiser and Neumann and that messages do not go into their spam folders. Whilst the Promoter will make every effort to contact the winners, if a winner does not respond to messages contacting them about their win by the 30<sup>th</sup> November 2018, the prize will be forfeited.
21. Winners details will be displayed on Sennheiser ANZ Facebook page for a period of 6 months, or can be obtained by sending a stamped address return postage envelope to the Promoters address in Australia as given above.
22. Prizes will be organised within 6 months of the winner confirming their dates via email.
23. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer.
24. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
25. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.
26. If additional people are required at the recording studio, flights and accommodation will be at the winners' own expense and will be made under their own arrangement.

27. Winners may be required to take part in post event publicity for which there will be no remuneration although significant out of pocket expenses will be reimbursed.

#### General

28. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act or similar applicable laws (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any:
- a. personal injury arising in any way out of the Promotion; or
  - b. any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of:
    - i. the Promotion;
    - ii. any technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
    - iii. any theft, unauthorised access or third-party interference;
    - iv. any entry or prize claim 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;
    - v. any variation in prize value to that stated in these terms and conditions;
    - vi. any tax liability incurred by a winner or entrant; or
    - vii. use of the prize.
29. The Promoter collects personal information (“PI”) in order to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which is available at <https://en-au.sennheiser.com/privacy>. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
30. The Promoter is Sennheiser Australia Pty. Ltd (ABN 68 165 388 312) of The Zenith, Tower A, Level 14, 821 Pacific Highway, NSW 2067 (phone: (02) 9910 6700).