

Warner Music Australia Pty Limited
"Film The Moo with Portugal The Man" Competition
Terms and Conditions

By entering Warner Music Australia Pty Limited's ("the Promoter") AND Groovin The Moo ("GTM") "Film The Moo with Portugal The Man" Competition, you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information and instructions on "How to Enter" form part of these conditions of entry. By entering the Competition, you accept and agree to be bound by these conditions of entry.

2. WHO CAN ENTER?

2.1 The only persons who may enter and be awarded the prize are those who;

- a) For Groovin The Moo Wayville, are residents of Wayville, SA and surrounding postcodes as defined by the ABC Charter descriptions: <http://www.abc.net.au/local/>
- b) For Groovin The Moo Maitland, are residents of Maitland NSW and surrounding postcodes as defined by the ABC Charter for Upper Hunter and Newcastle descriptions: <http://www.abc.net.au/local/>
- c) For Groovin The Moo Canberra, are residents of Canberra ACT and surrounding postcodes as defined by the ABC Charter descriptions for Canberra: : <http://www.abc.net.au/local/>
- d) For Groovin The Moo Bendigo, are residents of Bendigo VIC and surrounding postcodes as defined by the ABC Charter descriptions for Central Victoria: <http://www.abc.net.au/local/>
- e) For Groovin The Moo Townsville, are residents of Townsville QLD and surrounding postcodes as defined by the ABC Charter descriptions for North QLD:: <http://www.abc.net.au/local/>
- f) For Groovin The Moo Bunbury, are residents of Bunbury WA and surrounding postcodes as defined by the ABC Charter descriptions for South West WA:: <http://www.abc.net.au/local/>
- i) register at <https://www.shootthemoo.com> ; and
- j) are aged between 16-25 years old. Entrants under the age of 18 must seek prior permission from their parent or guardian to enter this Competition. Any such entrant without this permission is not eligible to enter the Competition, and
- k) are not employees of the Promoter or their associated companies, agencies or families;

3. THE COMPETITION

3.1 The competition is known as the “Film The Moo with Portugal The Man” Competition.

4. HOW TO ENTER

4.1 The Competition commences on 19 February 2018 at 5.00pm (AEST) and concludes on 23 March 2018 at 11.59pm (AEST) (“the Competition Period”).

4.2 To enter you need to follow the steps below,

- (a) Step 1: Log on to the webpage <https://www.shootthemoo.com> and register your first name, last name, residential address, email address, state, postcode, mobile phone number, date of birth, and accept the terms and conditions;
- (b) Step 2: Follow the prompts on the webpage <https://www.shootthemoo.com> and select the tickets for the Groovin The Moo (“GTM”) show that you are eligible to win;
- (c) Step 3: Follow the prompts on the webpage <https://www.shootthemoo.com> to describe in 150 words or less why you should be chosen to win?
- (d) Step 4: Follow the prompts on the webpage <https://www.shootthemoo.com> and upload one (1) video via your personal YouTube link that you have filmed to demonstrate your talent as a videographer (“the Video”).

4.3 Entries must be received prior to the end of the Competition Period. The time of entry will in each case be the time entries are received by the Promoter database. No responsibility is accepted for late, incomplete, lost or misdirected entries.

4.4 Entries must not be insulting or otherwise objectionable or infringe any law or intellectual property right (including copyright) or otherwise breach these terms and conditions, and Promoter reserves the right to disqualify any entrant who submits an entry of the kind described in this clause or for any other reason.

4.5 Entrants may only enter the Competition once during the Competition Period.

4.6 In submitting their entries, each entrant grants permission for the Promoter and GTM to use such entries on a gratis basis in future commercial and marketing exercises in perpetuity throughout the world.

5. OWNERSHIP OF ENTRIES

5.1 Subject to clause 5.2 by submitting their Entries, that person agrees that Promoter shall own the entire copyright in perpetuity throughout the world in all and any entries including any videos.

5.2 To avoid doubt, the Promoter shall be entitled to:

- a) display on the Promoter's and GTM website and social pages; and
- b) to use those Video's for promotional purposes to promote the Competition.

6.1 OWNERSHIP OF WINNER'S VIDEOS

6.1 By filming the Videos, each Winner agrees:

- (a) that the Promoter shall own the entire copyright in perpetuity throughout the world in each and every Video entry free of any claim whatsoever by the person who creates the Video or any third party. Any rights that the creator of the Video may otherwise possess in any Video shall be deemed transferred from the creator of such Video to the Promoter and the creator agrees that he or she will sign any further documentation required to give effect to this clause;
- (b) to hereby waive all his or her rights (including his or her moral rights) to each and every Video, and not to exploit, reproduce or use his or her Video(s) in any manner whatsoever either commercially or for promotional purposes;
- (c) that the Promoter shall have the sole and exclusive right to manufacture, advertise, sell, license or otherwise use, exploit or dispose of the Video submitted into this Competition, as the Promoter solely decides, without any remuneration payable to the entrants of the Competition or any other third party and the Promoter shall not be required to make any payments in connection with the Video submitted to this Competition or their exploitation,
- (d) all Videos shall be and remain the property of the Promoter and may be used in future commercial and marketing exercises, including but not limited to being displayed as part of the <http://www.shootthemoo.com> website.
- (e) GTM and the Promoter grants permission for each Winner to use the Videos taken in their portfolio or any manner of online / exhibition purpose.
- (f) In addition to the rights granted, YeahSure shall be entitled to edit each Winners footage filmed at the Selected Show to create one short Portugal The Man and Groovin The Moo wrap video synchronised with the track by Portugal The Man entitled "Feel It Still" ("the Wrap Video");

6.2 Each Winner agrees that:

- (a) Each Video he or she films will be free of claims from all and any third parties; and
- (b) that in the event that the Promoter elects to commercially or promotionally exploit the Videos, that it shall be entitled to use the Winner's name in respect of such exploitation.

7. HOW TO WIN

7.1 The prize Winner for each Selected Show will be determined by the judges selecting the entrant with the most original and creative entry for that Selected Show. For the avoidance of doubt, there will only be one (1) Winner for each Selected Show. The decision of the judges (to be nominated by Warner in its discretion) is final and the Promoter will not enter into any negotiations regarding the Competition results.

7.2 Each Winner will be notified by email on 26 March 2018. An announcement of the Winners will be made available on the <http://www.shootthemoo.com> website from 26 March 2018.

8 PRIZES

8.1 There will be one Winner for each of the Selected Shows who will each receive:

a) Two (2) x Industry Tickets (Retail Price A\$175.00 per ticket approx.) to your local GTM festival, (the second ticket must be for the Winner's companion who must also be over the age of 18, if they are under the age of 18, the Winner will receive two (2) x General Admission tickets – Retail Price A\$120.00 per ticket approx) to one of the following Selected Shows:

- (i) 27 April 2018 – GROOVIN THE MOO, WAYVILLE – Adelaide Showground, Wayville SA
- (ii) 28 April 2018 – GROOVIN THE MOO, MAITLAND – Maitland Showground, Maitland NSW
- (iii) 29 April 2018 – GROOVIN THE MOO, CANBERRA – University of Canberra, Canberra ACT
- (iv) 5 May 2018 – GROOVIN THE MOO, BENDIGO – Prince of Wales Showground, Bendigo VIC
- (v) 6 May 2018 – GROOVIN THE MOO, TOWNSVILLE – Townsville Cricket Grounds, Townsville QLD
- (vi) 12 May 2018 – GROOVIN THE MOO, BUNBURY – Hay Park, Bunbury WA

b) One (1) x film pass with restricted access* (access to pit for Portugal The Man and at direction of GTM only) for the pit for the first three (3) songs of Portugal The Man's set, and additional access to the pit during the performance by Portugal The Man of the song entitled "Feel It Still" (note: GTM to advise on any further restrictions for this pass);

c) An induction and tour on-site on the morning of event by a GTM Publicity rep;

d) Time on-site with a professional videographer from YeahSure on-day at GTM to receive some pointers on filming from the pit;

e) One (1) x "Meet and Greet" with each Winner and Portugal. The Man (for a duration of time to be determined by the Promoter at its sole discretion on the day); and

g) One (1) GTM prize pack consisting of:

- i. One (1) x GTM T-Shirt (Retail Value: A\$40.00)
- ii. One (1) x GTM Stubbie Cooler (Retail Value: A\$10.00)
- iii. One (1) x GTM Hat (Retail Value: A\$30.00)
- iv. One (1) x GTM Headband (Retail Value: A\$10.00)
- v. One (1) x GTM pair of socks (Retail Value: A\$20.00)
- vi. One (1) x Portugal The Man Vinyl and Flag Bundle (Retail Value A\$60.00)

8.2 The total maximum retail value of the prize pool is A\$3,120.00 (inclusive of GST). Prize value is based upon the recommended retail prices as at 19 February 2018 (inclusive of GST), and Promoter accepts no responsibility for any change in prize values between now and the date that the prize is claimed. The Promoter reserves the right to request the Winners to provide proof of identity, residency and entry into the Competition in order to claim the prize which will be verified at the discretion of the Promoter.

8.3 Prize details are correct at 19 February 2018. Should any part of the prize be unavailable, or the Selected Show be cancelled or postponed or the "meet and greet" not be able to take place due to unforeseen circumstances or reasons beyond the control of the Promoter, the Promoter may at its discretion vary or amend prizes so as to provide reasonable alternative prizes and the each Winner agrees that no liability shall attach to the Promoter or parties connected to the Promoter as a result.

8.4 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.

8.5 If for any reason the Winners do not (or are not able to) claim an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize.

- 8.6 By accepting the prize each Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize including being interviewed, photographed and/or filmed.
- 8.7 It is a condition of accepting the prize that each Winner must comply with all the conditions of use of the prize and prize supplier's requirements.
- 8.8 It is a condition of accepting the prize that each Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 8.9 Each Winner (and their companion) are responsible for all expenses including travel to and from their Selected Show, spending money, meals, drinks, activities, incidentals, taxes, fuel surcharges, gratuities, services charges, travel insurance and all other ancillary costs.

9. CREATIVE CONTROL OF THE WRAP VIDEO

- 9.1 The Promoter shall have complete creative, artistic and technical control of the production of the Wrap Video including, but not limited to, location selection, personnel working on production, editing, remixing and otherwise altering the Video.

10. FINAL APPROVAL OF THE WRAP VIDEO

- 10.1 The Promoter shall have the right (at its sole discretion) to re-edit the Wrap Video or have the Wrap Video edited or re-edited by a third party without any further liability to or seeking any further permission or approvals from the Winners, GTM or any other party.

11. NO LIABILITY

- 11.1 To the fullest extent permitted by law, the Promoter and its affiliates, associated agencies and companies (together called '**the Promoter**') and Groovin The Moo and its affiliates, associated agencies and companies (together called "**GTM**") will not be liable or responsible for any loss (including direct, indirect and consequential loss), costs (including legal costs), damage or injury to property or person that is suffered or incurred as a result of or in connection with:

- (a) the Competition including participating in any prize (including but not limited to attendance at a Selected Show);
- (b) any late, lost or misdirected entries or failure to receive any entry in the Competition;
- (c) any prizes damaged or lost in transit;
- (d) any travel won in or in connection with the Competition;

- (e) any problem, failure, delay, unavailability or inaccessibility with, of or to any communications network, service or transmission (including telephone, Internet or website);
- (f) any cancellation, modification or suspension of the Competition in accordance with clause 9.2 or clause 9.3;
- (g) any unauthorised human intervention in any part of the Competition (including but not limited to theft, destruction, alteration or unauthorized access of or to any entries);
- (h) any electronic or human error which may occur in the proper administration of the Competition;
- (i) any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize Winner and, where applicable, to any persons accompanying a prize Winner;
- (j) any circumstances outside the Promoter's or GTM's reasonable control.

This clause does not operate to limit the rights or obligations of the parties imposed by the operation of the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) (**ACL**) to the extent that they may not be limited or excluded, in which case the terms of the ACL shall apply.

11.2 In the event that any event or action outside the Promoter's control prevents or significantly hinders the Promoter's ability to proceed with the Competition 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), the Promoter may in its absolute discretion cancel the Competition and recommence it from the start at another time on the same conditions. If the Competition is regulated by any applicable government body, the cancellation or recommencement of the Competition will be subject to any requirements imposed by such body.

11.3 If for any reason this Competition is not capable of running as planned due to causes beyond the control of the Promoter which affect the proper conduct of this Competition, the Promoter reserves the right in its sole discretion 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 Competition subject to the requirements of any relevant government body that regulates the running of the Competition.

11.4 All Winners are responsible for obtaining their own independent legal advice.

12. PRIVACY

- 12.1 The Promoter is bound by the Privacy Act 1988 (Cth) in relation to the handling of personal information. For further details of the Promoter's privacy policy please go to www.warnermusic.com.au.

Entry details remain the property of the Promoter and its related entities, but the Promoter shall provide GTM and Portugal The Man's management with access to entry details collected (subject to any privacy restrictions). The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winners), and, for the purpose of sending you information relating to the Competition and direct marketing material in relation to programs and products and services available through the Promoter and GTM. The Promoter is collecting each entrants e-mail address for the official Warner Music Australia Mailing List, and Portugal The Man's mailing list. Your entry must not include someone else's personal information unless you have that person's agreement for the Promoter and GTM to handle that information as described in these Conditions. The entrant may request access to his or her personal information held by the Promoter by writing to the Digital Marketing Manager at 39 – 47 Albany Street, Crows Nest New South Wales, 2065.

13. HEADINGS

- 13.1 The headings in these Conditions are for convenience only and do not affect interpretation.

12. JURISDICTION

- 12.1 These terms and conditions are governed by the laws of New South Wales .

13. ENTIRE CONDITIONS

- 13.1 These conditions constitute the entire agreement of the parties relating to the entry into and the conduct of this Competition

14. PROMOTER'S DETAILS

- 14.1 The Promoter is Warner Music Australia Pty Limited (ABN 35 000 815 565) of 39 – 47 Albany Street, Crows Nest NSW 2065