

THE “MUSIC THIS WEEK APPLE GIFT CARD” CONTEST

THE “MUSIC THIS WEEK APPLE GIFT CARD” CONTEST - (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA, AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO CANADIAN LAW. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY. NO PURCHASE IS NECESSARY. THIS CONTEST IS VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (“CONTEST RULES”).

- 1. ELIGIBILITY.** To be eligible for this Contest, an individual must be of the age of majority in his/her place of residence or older at time of entry. Any participants under the age of majority must have a parent or legal guardian enter the Contest and accept any Prize(s) (defined below) on their behalf.

Employees of **Warner Music Canada Co. (hereinafter referred to as the “Sponsor”)**, their artists, affiliates, subsidiaries, advertising and promotional agencies, and the household members or immediate family of any of the above, are not eligible to participate in the Contest. In these Contest Rules, "immediate family" means husband, wife, spouse, mother, father, brothers, sisters, sons and daughters, whether or not they reside in the same household. This Contest is void where prohibited by law.

- 2. DEADLINES FOR ENTRY.** The Contest begins at **12:00 pm** Eastern Standard Time (“E.S.T”) on **Wednesday, November 4th, 2020**, and closes on **Monday, November 30th, 2020** at **9:00 am E.S.T.**

- 3. HOW TO ENTER.**

- To be eligible to win the Prize as indicated, each entrant (“Entrant”) may enter _____ once _____ by _____ visiting <http://www.warnermusiccanada.com/musicthisweekcontest> and follow the instructions on-screen. The Entrant may gain an additional entry by completing the form on-screen after the initial entry is completed.
- The Entrant must agree to be bound by the Contest Rules to officially enter the Contest.
- All Entries must be submitted no later than the end of the Contest Period. All Entries become the property of the Sponsor. Incomplete, late or garbled Entries will be disqualified.
- Entries will be declared made by the authorized holder of the email account. Each potential winner (“Winner”) may be requested to provide Sponsor with proof of identification and eligibility (birth date) and proof that the potential

Winner is the authorized holder of the email account associated with the winning entry.

4. WINNER SELECTION.

The Winners shall be selected as follows:

- a. One (1) Winner will be selected by the Sponsor from the list of all Entrants on Monday, November 30th, 2020.
- b. Each Entrant is only eligible to win one (1) individual Prize. The odds of being selected as a Winner are dependent upon the number of eligible Entries received. The Winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question. The Prize is not transferable or convertible to cash and must be accepted exactly as awarded. The Prize may not be exactly as shown or indicated and the Sponsor reserves the right to substitute the Prize in its sole discretion.
- c. Only the winning Entrants will be notified by email. The Sponsor reserves the right, in its sole discretion, to contact additional Entrants if the Winner cannot be contacted or are determined to be ineligible after having been contacted. THE SELECTED WINNER WILL BE NOTIFIED BY EMAIL NO LATER THAN 5:00 pm E.S.T. on the date of selection set forth in section 4 (a) above. Upon notification, the selected Winners must respond by email to the email address provided in the notification and the selected Winners' response must be received by Sponsor by 5:00 pm E.S.T. ON THE DAY FOLLOWING SUCH NOTIFICATION. If the potential winner cannot be contacted, fails to correctly answer the skill-testing question, or fails to sign and return the Release Form or provide any other requested information within the required time period, or does not otherwise comply with these Official Rules, the potential winner forfeits the Prize, in which case the Sponsor will choose an alternate entry by random draw from among all remaining eligible entries. This process will be repeated until the Winner is confirmed, or there are no more entries, whichever comes first.

4. PRIZES.

- a. There will be one (1) Grand Prize (The "Prize") available to be won consisting of:
 - i. A \$1000 (One Thousand Canadian Dollars) Apple Gift card
 - ii. A 1-year subscription to a music streaming service as chosen by the Winner from a list of options including: Apple Music, Spotify, Amazon Music Unlimited, YouTube Music, Deezer, Soundcloud, and Tidal.

- b. The Prize has an approximate maximum value of One Thousand One Hundred and Twenty dollars (CAD \$1120.00). Actual value of the Prize will depend on the 1-year music subscription service chosen.
- c. Winner is not entitled to monetary difference between the actual Prize value and stated approximate Prize value, if any.
- d. The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- e. The Sponsor shall not assume any liability for any lost, damaged or misdirected Prize.

6. GENERAL CONDITIONS.

- a. All Entries become property of the Sponsor upon receipt and no correspondence will be entered into except with selected Entrants.
- b. Any attempt to deliberately damage the Contest Website or any related website, or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- c. Entries are subject to verification and will be declared invalid if they are illegible, incomplete, mutilated, forged, falsified, altered or tampered with in any way.

- 7. RELEASE.** Winner will be required to execute a legal agreement and release (the "Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor and its parent company, subsidiaries, artists, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance,

use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's and his/her guest's ("Guest") name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected Entrant will be disqualified and the Prize forfeited.

- 8. INDEMNIFICATION BY ENTRANTS.** By receipt of the Prize, the Winner agrees to release and hold harmless the Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Prize suppliers, and its parent company and such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any Prize.
- 9. CONDUCT.** By entering this Contest, Entrants agree to be bound by these Contest Rules, which will be posted at the Contest Website throughout the Contest. Entrants further agree to be bound by the decisions of the judges, which shall be final and binding in all respects. Sponsor reserve the right, in its sole discretion, to disqualify any Entrant it finds to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any Sponsor Web site; (c) violating the terms of service, conditions or use and/or general rules or guidelines of any Sponsor property or service; or (d) acting in an unsportsman-like or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVE THE RIGHT TO IMMEDIATELY TERMINATE ANY RELEVANT E-MAIL OR INTERNET ACCOUNT, AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. LIMITATION OF LIABILITY.** Sponsor assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies, or for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry). Sponsor are not responsible for

any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Sponsor assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Sponsor is not responsible for any injury or damage to Entrants or to any computer related to or resulting from participating or downloading materials in this Contest. If the Contest cannot be conducted as planned for any reason, including reasons beyond the control of the Sponsor, Sponsor reserve the right in its sole discretion to cancel, terminate, modify or suspend the Contest, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Winners assume liability for injuries caused or claimed to be caused by participating in the contest, or by the acceptance, possession, use of, or failure to receive any Prize.

11. **RELEASE / PRIVACY / USE OF ENTRANT INFORMATION.** By entering this Contest, Entrant agrees to (a) use of Entrant's personal information by the Sponsor for the purposes of administering the Contest and awarding Prizes; and (b) the use by Sponsor of the Entrant's personal and other information, in a manner consistent with Warner Music Canada's Privacy Policy at: <http://www.warnermusic.ca/privacy-policy/>. The Entrant's personal information will not be provided to any third parties, other than as provided for in these Contest Rules. The Entrant further grants the Sponsor the right to use and publish their proper name, city and province of residence, on the Contest Website and other websites in print, or any other media, in connection with the Contest. By accepting the Prize, Winner grants permission to Sponsor to use his or her name(s), photograph(s), likeness(es), voice(s), Prize information and/or biographical information for publicity and promotional purposes without further compensation unless prohibited by law.
12. **WINNERS LIST.** The name of the Winner and their respective city of residence will be posted on the Contest page.
13. **TERMINATION.** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, Sponsor reserve the right, in its sole discretion, to amend,

suspend or terminate all or any portion of this Contest and/or the Contest Rules at any time for any reason without prior notice.

- 14. INTELLECTUAL PROPERTY.** All intellectual property and all of the promotional materials, web pages and source code are owned by Sponsor and/or its affiliates. All rights are reserved. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited. TRADE MARKS are trade marks and design marks of Trade Mark Owner used under license.
- 15. LAWS.** These are official Contest Rules. This Contest is subject to federal, provincial and municipal laws and regulations. These Contest rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.
- 16. FOR RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

POUR RÉSIDENTS DU QUÉBEC Un différend quant à l'organisation ou à la conduite d'un concours publicitaire peut être soumis à la Régie des alcools, des courses et des jeux afin qu'il soit tranché. Un différend quant à l'attribution d'un prix peut être soumis à la Régie uniquement aux fins d'une intervention pour tenter de la régler.