

## **Johnny Orlando Spotify Pre-Save PRIZE DRAW TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**Promoter:** Universal Music Canada, 2450 Victoria Park Ave. Suite 1, Toronto, ON M2J 5H3

Promoter's decisions are final and binding in all matters relating to the **Johnny Orlando Spotify Pre-Save**; referred hereafter as the "Prize Draw".

**Prize Draw Entry Period:** Prize Draw begins at 3:30pm EST on the 13<sup>th</sup> of Sep 2018 and ends at 12am EST on the 19<sup>th</sup> of Sep 2018 ("Prize Draw Entry Period").

**Eligibility:** Prize Draw is open to any person who has reached the age of majority in the state, province or territory where s/he resides and who at time of entry is a legal resident of one of the following countries: Belgium, Canada (except residents of the province of Quebec); France, Germany, Italy, Netherlands, the United Kingdom (defined as: England, Northern Ireland, Scotland and Wales); and the 50 United States (including the District of Columbia). Void in the province of Quebec and where prohibited by law. Employees of the Promoter and its respective parent company, subsidiaries, affiliates, advertising and promotion agencies, and any other individual or company involved in the development or execution of the Prize Draw (collectively the "Released Parties) and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Prize Draw is subject to all applicable federal, territorial and local laws and regulations.

**There are a few ways to enter:**

Method: visit <http://promos.umusic.ca/johnnyorlando-presave/> and follow all onscreen instructions to enter the Sweepstakes ("Online Entry").

**For all methods of entry: Limit:** one (1) entry per person/email address per method during the Prize Draw Entry Period. Only complete and valid entries as determined by the Promoter and/or the Administrator will be eligible for the Prize Draw. By participating in the Prize Draw each Entrant is confirming that they have read and agree to comply with these Terms and Conditions ("Rules"), Promoter's terms of use, located at <http://privacypolicy.umusic.com/terms/> and all other Prize Draw requirements.

You must have a mobile phone or other wireless or electronic device that supports the Instagram application. Normal Internet access and data usage charges imposed by your carrier or online service will apply. Promoter reserves the right to post any entry submitted in this Prize

Draw on its website, on any other website controlled by Promoter, and on social media. By submitting an Entry, you hereby agree to hold Released Parties, Facebook, Instagram, Twitter, Spotify, their respective affiliates and subsidiaries, and the officers, directors and employees of each of the foregoing, harmless from and against any liability of any kind arising from or in connection with any use of the Entry. By submitting an Entry, entrant hereby warrants and represents s/he has not included any restricted content in the Entry and have not violated any of the requirements for entries as stated in these Rules. All Entries become Promoter's property and will not be returned or acknowledged.

Use of any automated system to participate is prohibited and will result in disqualification. If an entrant submits more than the number of entries allowed by these Rules, and/or if the Promoter suspects that an entrant attempted to obtain additional entries by using multiple email addresses, social media and/or email accounts, registrations, identities or any other method, all entries submitted by the entrants will be declared null and void, and the entrant may be disqualified from participation in the Prize Draw at the Promoter's sole discretion. Promoter is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. The person named as the registered owner of the user's social media account (e.g., Facebook, Instagram, Twitter, Shazam and/or Spotify) associated with the entry will be deemed the entrant. In the event of a dispute regarding the identity of an entrant, the dispute will be resolved in favor of the individual who is the "authorized e-mail account holder" of the e-mail address provided when the social media account was created. "Authorized email account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each potential winner may be required to show proof of being the authorized account holder. Promoter reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

**Winner Selection:** Potential Winner ("Winner") will be selected at random from among all eligible entries received during the Prize Draw Entry Period. The Prize Draw will be conducted on or about 1pm EST on or about the 19<sup>th</sup> of Sep 2018 at the offices of the Promoter, Universal Music Canada, 2450 Victoria Park Ave. Suite 1, Toronto, ON M2J 5H3 whose decisions are final and binding. An email prize notification or direct message will be sent to the potential winner based on the information provided by participant on the Entry. Potential winner will be required to execute and return a Declaration or Affidavit of Eligibility and Liability as determined by the Promoter or Promoter's agent and, unless prohibited by law, Publicity Release ("Affidavit/Release") within five (5) days of date specified on notification or he/she will be disqualified, and an alternate winner will be selected. If potential winner is a resident of Canada, s/he must correctly answer, without assistance of any kind, a time-limited mathematical skill testing question administered at a mutually agreeable time by telephone. If a winner is otherwise eligible under these Terms and Conditions, but is nevertheless deemed a minor in his

or her state of primary residence, winner's parent or legal guardian is required to execute any required document on minor's behalf. If winner fails to respond to the direct message within 48 hours of transmission or if the Declaration or Affidavit, Release or prize notification is returned as undeliverable; or if potential winner has failed to execute and return the Declaration or Affidavit, Release or any required document within the specified time period; or if potential winner is otherwise found to be ineligible; or if the selected potential winner cannot accept or receive the prize for any reason; or if the prize is returned undeliverable; or if the mathematical skill testing question (if applicable) is answered incorrectly, the potential winner will forfeit the prize and an alternate winner will be selected from all non-winning eligible entries. The Promoter reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Prize will be awarded within thirty (30) days after winner's verification. Should the winner be found to have made any false statement(s) in the Declaration, Affidavit, Release or any required document, that winner will be disqualified and required to promptly return to Promoter his/her prize. Except where prohibited by law, entry and acceptance of prize constitutes permission for Promoter and/or any third party associated with the Prize Draw to use winner's name, prize won, hometown, and likeness for purposes of advertising, promotion and publicity (including online posting on Promoter's web site of choice) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**Prize & its Approximate Retail Value ("ARV"):** Winner will receive a 15 min Skype call with Johnny Orlando. Total ARV of all prizes: \$0. All prize value is in U.S. Dollars. Prize is not redeemable for cash. Prize is non-assignable and non-transferable. No substitutions are permitted except by the Promoter who reserves the right to award another prize for one of comparable or greater value if the prize is unavailable. If applicable, any federal, territorial, local sales and income taxes or other expenses relating to the use, acceptance and possession of prize are the winner's sole responsibility.

**Odds:** Odds of winning depend on the number of eligible entries received during the Prize Draw Entry Period.

**Consent and Release:** To the fullest extent possible in law, entrants, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from participant's participation, acceptance

and use or misuse of prize or any portion of prize, including property damage, personal injury or death. Nothing in these Rules shall limit in any way any party's liability under U.K. law for death or personal injury caused by its negligence. Promoter is not responsible for any typographical or other error in the printing of the offer, administration of the Prize Draw or in the announcement of prize or for any suspension of the Prize Draw or inability to implement the Prize Draw or award the prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. This Prize Draw shall be governed by and interpreted under the laws of the Province of Ontario, Canada. without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Prize Draw, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PRIZE DRAW. PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Personal Information & Privacy:** Information collected from Participant is subject to Promoter's Privacy Policy and the requirements of each country's Data Protection Act. Any personal information provided hereunder will be subject to Promoter's privacy policy at <http://privacypolicy.umusic.com/terms/>. The information Promoter collects is stored and processed on servers in the United States. Participation in the Prize Draw implies authorization to collect, process and use the data provided concerning the Participant and to transfer such personal data to the United States for purposes of management of the Prize Draw and future offers for any Participant that has opted-in to receive such offers. Any requested opt-in consent is not required and will not increase your chances of winning. To opt-out of the Prize Draw and/or modify information, visit Promoter's privacy policy at <http://privacypolicy.umusic.com/terms/>.

**Disclaimers:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Promoter is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Promoter on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (ii) any injury or damage to participant's or any other person's computer related to or resulting from participating in the Prize Draw, or (iii) the failure of any third party to comply with the instructions and proper administration of this Prize Draw. By participating in the Prize Draw entrants: (i) agree to be bound by these Terms and Conditions, including all eligibility requirements, and (ii) agree to be bound by the decisions of Promoter and the independent

judging organization, which are final and binding in all matters relating to the Prize Draw. Failure to comply with these Terms and Conditions may result in disqualification from the Prize Draw. In its absolute discretion, the Promoter reserves the right to: permanently disqualify any person it believes has intentionally violated these Terms and Conditions; and terminate the Prize Draw if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Prize Draw), or to select winner from among all eligible entries received prior to termination. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN PARTICPANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THIS PRIZE DRAW IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Winners List:** For the results of the Prize Draw (available after the 19<sup>th</sup> of Sep, 2018: send an email to Dirk.mcmillan@umusic.com by 21<sup>st</sup> of Sep, 2018 with **Johnny Orlando Spotify Pre-Save Winner** on the subject line of the email.

**This Prize Draw is not sponsored, endorsed or administered by Facebook, Instagram, Twitter, Shazam or Spotify nor is Facebook, Instagram, Twitter, Shazam or Spotify associated with the Prize Draw in any way. You understand that you are providing information to Universal Music Canada. Any questions, comments or complaints regarding the Prize Draw must be directed to Universal Music Canada. The information you provide will only be used for a manner consistent with these Rules and with the Promoter's privacy policy.**