

BMG RIGHTS MANAGEMENT (UK) LIMITED**TERMS & CONDITIONS**

BEFORE ENTERING THIS PRIZE DRAW you must read, understand, and accept the following terms and conditions.

Schedule	
"Artist"	Kylie
"Entrant"/"you"	Any person that (i) enters the Prize Draw and (ii) satisfies the eligibility criteria in Clause 1 below. Entrants must be aged 18 and over.
"We"/"us"/"BMG"	BMG Rights Management (UK) Limited, 8 th Floor, 5 Merchant Square, London, W2 1AS.
"Prize"	[2] x tickets to the Event
"Entry Period"	Opening date for entries is 9am GMT on 25/11/21. Closing date for all entries is 11.59pm GMT on 28/11/21.
"Event"	Kylie Minogue show at a central London location.
"Prize Draw"	During the Entry Period, Entrants must submit their details via [https://www.kylie.com/competition-nov2021/]. Once your entry is accepted, you will be added into a pool of Entrants from which the Winning Entrant(s) will be selected at random. No purchase is necessary to enter. No mailing list sign up is necessary to enter.
"Winning Entrant(s)"	5 entrants selected as winners of the Prize Draw. The Winning Entrants will be selected at random by BMG on or after 11.59pm GMT on 28/11/21. By entering the Prize Draw, you will be deemed to have accepted these Terms and Conditions, which including this Schedule, will be referred to hereafter as the "Rules" (of the Prize Draw). Winning Entrants will be notified by email after 10am GMT on 29/11/21.
"Special Terms"	

1. Eligibility

- 1.1 The Prize Draw is not open to employees (and members of their families/household) of BMG (and its subsidiaries, divisions, affiliates, designees, sponsors, licensees, and advertising and promotional agencies), and any company involved directly with the administration of the Prize Draw.
- 1.2 Entrants may only enter this Prize Draw once, and multiple entries from the same person (for example, via several submissions) will be counted as one entry with the first entry being submitted being the entry counted.
- 1.3 Entrants agree to the Privacy Policy set out in Clause 5.2 below.
- 1.4 BMG reserves the right to disqualify Entrants that: breach these Rules, submit false information, act fraudulently, otherwise fail to satisfy the eligibility criteria or generally breach the spirit of the Prize Draw.
- 1.5 Entrants agree to comply with inquiries and requests from BMG representatives with regard to verifying their eligibility and/or identity.
- 1.6 The Prize Draw is open to residents in the UK only excl. Northern Ireland.

2. Entry Process

- 2.1 The selection decision as to the Winning Entrant(s) will be final, and no correspondence will be entered into regarding the selection process. Details of the Winning Entrant will be available upon reasonable request for 30 days following the Entry Period.
- 2.2 There is no charge to enter the Prize Draw. However standard telephone, mobile data, and internet connection charges may apply. Please check with your network provider for details of such charges.
- 2.3 BMG does not accept responsibility for any technical failure, error, omission, interruption, or defect in the service supplied by third party websites (websites that BMG does not directly control), internet service providers, mobile networks/applications or devices used to enter the Prize Draw.
- 2.4 Entrants acknowledge that the Internet is not a secure medium and information submitted to this Prize Draw via any third-party platform may be accessed by third parties and BMG accepts no liability for third party interaction and/or interference.
- 2.5 BMG hereby excludes all liability for any costs incurred, injury, disappointment and/or losses (including consequential loss of any nature howsoever arising) in any way arising directly or indirectly as a result of entering or attempting to enter this Prize Draw including where caused by BMG negligence (as far as any exclusion is permissible by law which shall not for the avoidance of doubt include excluding any liability for death or personal injury caused by negligence or for fraud).

3. Winning Entrant(s)

- 3.1 The Winning Entrant(s) will be initially notified via email and correspondence may continue via email, social network, post and/or telephone at BMG's discretion, using the information provided by each potential winner. BMG is not obligated to leave a voice mail on an answering service. BMG shall have no liability for any winner notification that is lost, intercepted or not received by potential winner for any reason.
- 3.2 If the Winning Entrant(s) fail(s) to respond to any correspondence by 22:00 BST on the day that they were notified, they may be disqualified.
- 3.3 The Winning Entrant(s) and their guest (if any) accepts that BMG will have the right, without additional payment or permission, to use appropriate personal information, and/or audio visual recordings of them that are relevant to the Prize Draw, in connection with publicity/promotion for the Prize, the relevant Artist, and/or BMG (and its subsidiaries, divisions, affiliates, designees, sponsors, licensees, and advertising and promotional agencies).
- 3.4 The Winning Entrant(s) and their guest (if any) agrees to;
 - (a) comply with reasonable requests and instructions from BMG or its representatives prior to and during partaking of the Prize and activities entailed.
 - (b) take all reasonable steps to ensure their own health and safety when taking part in any events or activities forming part of the Prize Draw and/or Prize and they will comply with the safety standards notified to them by BMG representatives.
 - (c) organise their and their guest's travel arrangements.
- 3.5 BMG has the right, in its sole discretion, to replace or substitute a disqualified Winning Entrant with any other eligible Entrant, but is by no means obliged to.
- 3.6 BMG hereby excludes all liability for any costs incurred, injury, disappointment and/or losses (including consequential loss of any nature howsoever arising) in any way arising, whether directly or indirectly as a result of winning this Prize Draw and/or partaking of the Prize including where caused by BMG negligence (as far as any exclusion is permissible by law which shall not for the avoidance of doubt include excluding any liability for death or personal injury caused by negligence or for fraud).

4. Prize

- 4.1 One Prize per Prize Draw.
- 4.2 The Prize is non-transferable, there is no cash alternative and it is not exchangeable for any other prize.
- 4.3 We reserve the right to offer alternative prizes.
- 4.4 The Winning Entrant(s) represent(s) and warrant(s) that they are fit, at the time of accepting and partaking of the Prize, to participate in the activities entailed in the Prize including publicity and/or promotion, for the Prize draw and for the Artists.
- 4.5 BMG has the right, in its sole discretion, to amend, cancel or substitute the Prize, at any point. If BMG amends the Prize in a way that may be materially to the detriment of any Entrants, BMG will notify those Entrants of the changes and those Entrants will be given an opportunity to withdraw from the Prize Draw. By continuing to take part in the Prize Draw after notification of the changes to the Rules, Entrants will be deemed to have accepted the amended Prize Draw Rules. This right exists in addition to BMG's right to suspend, amend, or cancel the Prize Draw entirely as per Clauses 6.3 and 6.4 below.
- 4.6 Should the Prize be amended, cancelled or substituted in accordance with the preceding clause, BMG shall endeavour to inform Winning Entrants as soon as possible, however BMG will not accept responsibility or be liable for costs, expenses or losses (including consequential losses howsoever arising) incurred directly or indirectly by Winning Entrants and their guest (if any) as a result of the Prize being amended, cancelled or substituted in any way.
- 4.7 If the Winning Entrant is unable to take up the Prize for any reason (including but not limited to due to scheduling, illness, failure to acquire appropriate insurance, or any unforeseen circumstances) BMG reserves the right to select another Entrant, but is by no means obligated to do so.

5. Privacy Policy

- 5.1 Entrants authorise BMG to use their personal details for the purposes of administering the Prize Draw. Any personal data relating to Entrants will be used solely in accordance with their respective Privacy Policies as well as current UK data protection legislation. Personal information will not be disclosed to a third party without the Entrant's consent, save that we may under Section 8.28.5 of the UK CAP Code disclose Winning Entrant's full name and country of residence to other Entrants upon their reasonable request.
- 5.2 Entrants consent to BMG's collection of the personal information in accordance with BMG's privacy policy (found at <https://www.bmg.com/de/privacy-statements-business-contacts.html>) and Entrant acknowledges and agrees that BMG may in its sole discretion assign, sub-licence and/or share any data it collects from the Entrant with BMG. Entrant further consents to receive additional and/or BMG promotional information.

6. General

- 6.1 The decisions of BMG on all matters pertaining to the Contest shall be final and binding. No correspondence will be entered into.
- 6.2 Each Entrant hereby agrees to indemnify and hold BMG (and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, subsidiaries, designees, clients, licensees, assigns, employees, officers and directors) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all costs, losses, damages, expenses and liabilities (including for, but not limited to, goodwill and loss of reputation) relating to or arising out of a breach by the Entrant of either the Rules or the reasonable requests and instructions of BMG or its representatives in relation to the Prize (including but not limited to any behaviour that constitutes a disqualification under these Rules, and any failure to attend or failure to be punctual in regard to any arrangements made by BMG) or as a result of any breach of any of the warranties, representations or agreements of the Entrant hereunder.
- 6.3 BMG reserves the right to amend the Prize Draw Rules, and/or suspend and/or cancel the Prize Draw at any time, if in its reasonable discretion BMG judges that there is a need to do so. If BMG amends the Prize Draw Rules in a way that may be materially to the detriment of any Entrants BMG will notify those Entrants of the changes and those Entrants will be given an opportunity to withdraw from the Prize Draw. By continuing to take part in the Prize Draw after notification of the changes to the Prize Draw Rules, Entrants will be deemed to have accepted the amended Prize Draw Rules.
- 6.4 BMG also reserves the right to cancel and/or amend the Prize Draw at its sole discretion without notice, in light of any event that is beyond our control.
- 6.5 Neither party to these Rules shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 6.6 If any section or part of a section of these Prize Draw Rules is held by a court or some other relevant authority to be invalid or unenforceable the remaining sections of these Prize Draw Rules shall not be affected and the section or part of a section held to be invalid or unenforceable shall be amended by the minimum amount necessary to

make it valid and enforceable (where it is possible to do so).

6.7 Any dispute arising from the Prize Draw and/or the Rules will be subject to the law of England & Wales, and the courts of that jurisdiction.