

Terms and Conditions for the "Sir Spyro" Giveaway

- 1. This Competition is held by Yamaha Music Europe GmbH whose registered office is at Siemensstrasse 22-34, 25462 Rellingen, Germany ("Yamaha").
- 2. By participating in this Competition, entrants agree that they have read, understood, accepted and will comply with these Terms and Conditions.
- 3. The competition is open to residents of the United Kingdom aged 18 years and over. Yamaha employees and their family members, or anyone else professionally involved with this Competition, and all affiliates and employees of such companies, may not enter this Competition.
- 4. There is no entry fee and no purchase necessary to enter this competition.
- 5. The competition will run from October 18thth until October 23th, 2019, 11:59 pm CET. After this date no further entries to the competition will be permitted.
- 6. No responsibility can be accepted for entries not received for whatever reason.
- 7. In order to enter, entrants have to follow / like the Yamaha Music Europe Instagram / Facebook page (@yamahamusiceurope / www.facebook.com/yamahamusiceurope) and comment on the post why do you want to win this prize.
- 8. There is a limit of one entry per person. Multiple entries from the same person will be disqualified.
- 9. There is one prize and there will be one winner. The prize consists of 1 x pair of Yamaha HS5 Studio Monitors.
- 10. The winner will be chosen by a Yamaha jury, who will pick the most creative answer.
- 11. The winner will be notified about the procedure for collecting the prize in advance.
- 12. The prize is as stated and no cash or other alternatives will be offered. The prize is not transferable. The prize is subject to availability and Yamaha reserves the right to substitute any prize with another of equivalent value without giving notice.
- 13. The winner will be announced with their Instagram / Facebook name publicly on the original Instagram / Facebook competition post on the closing date. The winner will also be attempted to be contacted via Instagram / Facebook private message. The winner should respond within 24 hours to claim their prize. If the winner does not respond within 24 hours Yamaha reserves the right to withdraw the prize from the winner and pick a replacement winner using the same drawing mechanic.
- 14. Yamaha is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition. Yamaha's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
- 15. This competition is in no way sponsored, endorsed or administered by, or associated with Facebook or any other social network. By entering the Competition participants accept that they have no claims against Instagram, Facebook or any other social network in connection with this Competition.
- 16. Yamaha may collect any personal data, which is publicly available on an entrant's social media profile, including their name and social media name. Yamaha may also request that the Winner provides further personal data including their name, age, email address and postal address once the Winner has been selected. Entrants consent to this personal data being used by Yamaha for the purpose of administering and executing the Competition and, in respect of the Winner, announcing his/her name on the Yamaha website and/or any of its social media channels. Any personal data processed by

- Yamaha will otherwise be processed in conjunction with the following Privacy Policy found at: https://uk.yamaha.com/en/privacy_policy/
- 17. Yamaha shall not be liable for any failure to meet these Terms and Conditions where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to technical problems, change of terms and conditions or decisions/actions/failure by any third party such as Facebook, Instagram or Twitter, severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of god, or events that, without fault of either party, render performance impossible or incapable of satisfactory execution.
- 18. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
- 19. The competition and these terms and conditions will be governed by German law and any disputes will be subject to the exclusive jurisdiction of the courts of Germany.