Emigrate

Silent So Long

Richard Kruspe Signed ESP Guitar Competition

Competition Terms and Conditions

TERMS AND CONDITIONS

1. These Terms and Conditions govern the Competition. All other information provided prior to entering the Competition, including any instructions on how to enter the Competition, form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid.

HOW TO ENTER

2. To enter, eligible individuals must;
   a. Pre-order or purchase any version of the album “Silent So Long” by Emigrate at a JB Hi-Fi online at www.jbhifi.com.au; or www.jbhifionline.com.au
   b. Send an email to comps@jbhifi.com.au with your order / receipt number and tell us in 25 words ‘Which featuring artist on the new Emigrate album would most like to have a jam with and why?’
   c. Retain the receipt as proof of purchase (an ‘Entry’).

3. The Winner of the Competition will win an EPS EC-50 BLKS Black Satin LTD Guitar signed by Richard Kruspe (Emigrate, Rammstein) valued at $400 (the ‘Prize’).

Who Can Enter

4. Entry is only open to residents of Australia who are eighteen years (18) or older with a valid email address. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this Competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete or indecipherable entries will be deemed invalid.

6. Entry is limited to one entry per album purchase.
7. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person’s handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Competition. All entries will become the property of the Promoter and the Promoter has no obligation to acknowledge or return the Entry.

8. The Entrant acknowledges and agrees that his or her Entry will not be obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encouraging of conduct that would be considered a criminal offence, gives rise to civil liability, or violate any law.

9. The Entrant confirms and warrants that they have full power and authority to enter into this agreement and hereby indemnifies the Promoter from and against any and all costs and damages incurred as a result of any breach of these Terms and Conditions.

How to Win

10. The Competition commences at 10am AEDT on 31 October 2014 and closes at 5pm AEDT on the 21st November 2014 (the “Competition Period”). Final Entries must be received by the Promoter before 5pm on 21 November 2014.

11. At the conclusion of the Competition Period, one (1) Entry will be selected as a winner of the Competition by a panel appointed by the Promoter (the “Winner”), at the Promoter’s sole discretion. There will be a total of one (1) Winner. Each Entry will be judged on creative merit. This is a competition of skill and chance plays no part in the determination of the Winner.

The Prize

12. The Winner will receive the Prize as set out at clause 3 above.

13. The total retail value of the Prize is approximately AUD$400 (four hundred Australian dollars).

14. The Prize must be taken as stated and is not transferable to another person (unless agreed to by the Promoter) or exchangeable for other goods and services and cannot be redeemed for cash

15. If a Winner is not contactable or the Prize is not claimed by the Winner prior to November 24 2014 the Prize will be forfeited and will be awarded to an alternate winner. The Promoter
reserves the right to reselect an alternative Winner as necessary to distribute the Prize/s subject to any directions given by the relevant authority.

Release for Promotional Activities

16. The Winner agrees to participate in any promotional activities associated with the Prize such as public appearances, photo opportunities or media interviews as might be required by the Promoter. The Winner agrees to the Promoter using the Winner’s likeness and image for any purpose related to the Prize and Competition.

17. As a condition of accepting the prize, the Winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.

Exclusion of Liability

18. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

19. Any cost associated with accessing the promotional websites and mobile applications is the Entrant’s responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

20. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any claim or offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a entrant; or (f) use of a Prize.

21. The Promoter and its associated agencies shall not be liable in any way if the performance of obligations hereunder is delayed or becomes impossible by reason of any Act of God, war, fire, earthquake, strike, sickness, accident, civil commotion or any other cause.
Privacy Policy and Consent

The Promoter needs to collect the personal information required to be submitted with your entry so it can enter you in the Competition. The Promoter may use personal information about you for related purposes, including sending you information (including electronically) about Universal products, events, artists, news and further competitions. The Promoter may disclose personal information to other organizations that assist it to promote its events and artists. If you wish to access the personal information the Promoter holds about you or do not wish to have this information disclosed, please contact Universal Music Australia Universal Music Australia, 150 William Street Woolloomooloo NSW 2011 or refer to Universal’s privacy policy at http://www.getmusic.com.au/privacypolicy/ for further details. JB Hi-Fi’s Privacy Statement can be found at http://www.jbhifi.com.au/terms-conditions/#comps. Personal information of entrants will be collected to enable the Promoter to administer and promote this competition and its winners. All entries become the property of the Promoter and will not be returned. By entering the promotion (unless otherwise advised by the entrant), each entrant consents to the information submitted being entered into a database and to be used by the Promoter and its affiliates to notify the entrant of upcoming events, new product information, workshops, promotional offers and to conduct market research. All personal details of the entrants will be stored at the offices of the Promoter. A request to access, update or correct any information should be directed to that office.

Promoter’s Details

22. The Promoter is Universal Music Australia Pty Limited, ACN 000 158 592, having its registered office at 150 William Street Woolloomooloo NSW 2011, phone (02) 9207 0500 and JB Hi-Fi Group Pty Ltd (“JB Hi Fi), ACN 093 114 286, having its registered office at Level 4, Office Tower 2, Chadstone Place, Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone, VIC, 3148.

23. These Terms and Conditions shall be governed by the law of New South Wales, Australia.