

## GAME OF CHANCE COMPETITION TERMS AND CONDITIONS

### SCHEDULE TO TERMS AND CONDITIONS

<b>Name of Competition</b>	Universal Music Australia Pearl Jam Competition November 2024
<b>Promoter</b>	Universal Music Australia Pty Limited, ACN 000 158 592, having its registered office at 150 William Street, Woolloomooloo, NSW 2011, phone (02) 9207 0500
<b>Website(s)</b>	<a href="https://competition.umusic.com/pearljamticketgiveaway">https://competition.umusic.com/pearljamticketgiveaway</a>
<b>Competition Period</b>	The Competition commences at 9:00am Sydney time on 12 November 2024. Entrants must submit the completed Entry by 5:00pm Sydney time on 19 November 2024.
<b>Draw Date</b>	Winner will be determined on 20 November 2024
<b>Entry Restrictions</b>	Entrants must be at least 18 years of age.
<b>Relevant State/s</b>	NSW, VIC, QLD, SA, WA, ACT, TAS, NT
<b>Entry Method</b>	To enter, during the Competition Period, entrants must: <ol style="list-style-type: none"> <li>a. visit the Website;</li> <li>b. complete the required contact fields as prompted; and</li> <li>c. submit their entry as prompted.</li> </ol>
<b>Draw Method</b>	The Winner shall be electronically drawn at random on the Draw Date.
<b>Maximum Entries Per Person</b>	1
<b>Prize Details</b>	1 x winner (the "Winner") will receive the following prize (the "Prize"): <ul style="list-style-type: none"> <li>• 2 x tickets to Pearl Jam's Australian Tour in Sydney on 23 November 2024 at ENGIE Stadium.</li> </ul>
<b>Terms and Conditions of the Prize</b>	<ol style="list-style-type: none"> <li>1. The Prize includes postage of the tickets to the Winner at their nominated address within Australia, or the Promoter may add the Winner's name to the guestlist (in the Promoter's discretion).</li> <li>2. Where there is more than one venue stated for a concert in the Prize Details, the Promoter will take the Winner's preference into consideration, however the Promoter reserves the right in its sole discretion to elect venue on which the Winner will attend the concert.</li> <li>3. Ticket type to be in the sole discretion of the Promoter.</li> <li>4. Dates, venues and schedules are not under the Promoter's control and are subject to change and the Promoter takes no responsibility for any date, venue or schedule changes. If any part of any of the events is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the Winner (and their nominated companion) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.</li> <li>5. The event takes place at the location outlined in the Prize Details. The Promoter will not provide any flights, transport or accommodation in relation to the Prize. The Winner shall be responsible for any costs associated with accepting the Prize that are not expressly set out as the Promoter's responsibility in these terms and</li> </ol>

	<p>conditions, including (but not limited to) spending money, meals, and any travel or accommodation expenses.</p> <p>6. Entrants must be able to take the Prize on the dates and times and at the locations stated in the Prize details. If the Winner is unable to claim the Prize or attend the concert on the relevant dates, they will forfeit the Prize.</p> <p>7. The Promoter makes no representation as to the safety conditions or any other issues that may exist at any venue associated with the Prize. Prize is subject to the concert venue's general conditions of entry.</p> <p>8. This Prize must be taken as offered, is not transferrable and no cash alternative will be offered.</p> <p>9. Prize subject to availability.</p>
<b>Total Value of the Prize Pool</b>	AU\$400 (inclusive of GST)
<b>Notification of Winners</b>	Winner will be notified by email within 2 days of being determined.
<b>Prize Claim Date and Time</b>	Prize must be claimed by 5:00pm Sydney time on 21 November 2024.

## TERMS AND CONDITIONS

1. These Terms and Conditions and all other information provided prior to entering the Competition, including the Schedule and 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. The Schedule defines certain terminology used within these Terms and Conditions. To the extent of inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
2. Entry is only open to residents of Relevant States who comply with the Entry Restrictions (if any) and have 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.
3. The Competition will be conducted during the Competition Period. To enter the Competition entrants must follow the Entry Method and comply with all other applicable requirements during the Competition Period. Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the Maximum Entries Per Person. Multiple entries (where permitted) must be submitted separately. Automated – computer – generated entries will not be accepted.
4. 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.
5. 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. The Promoter has no obligation to acknowledge or return the entry.
6. The entrant acknowledges and agrees that the entry is not 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.
7. The entrant confirms and warrants that they have full power and authority to enter into this agreement and hereby indemnify the Promoter from and against any and all costs and damages incurred as a result of any breach of the representations and warranties made by the entrant herein.

8. All entries in this Competition are the property of the entrant and each entrant, by entering this competition, grants the Promoter an irrevocable, perpetual, sub-licensable, worldwide gratis licence to reproduce, edit, publish, communicate and otherwise use their entry to the Competition in any manner whatsoever including, without limitation, in further promotion of the Competition, by way of commercial purposes and may extend to or involve use by or with one or more third parties. If requested by the Promoter, the entrant shall complete and sign a formal licence of copyright to give effect to the foregoing.
9. The Promoter reserves the right to reject any entry submitted to the Competition.
10. To the extent necessary, the entrant hereby waives all moral rights (as defined by the *Copyright Act 1968* (Cth)), including the right of attribution.
11. The entrant warrants the entry does not incorporate any other materials which are subject to third party proprietary rights or otherwise infringe any third party's rights. The entrant further warrants that they have the required consents and approvals from individuals appearing in the entry.
12. At the conclusion of the Competition Period on the Draw Date, Winner(s) will be determined in accordance with the Draw Method. This Competition is a game of chance and skill plays no part in determining the outcome.
13. The Winner(s) shall be determined at Universal Music Australia, 150 William Street, Woolloomooloo, NSW 2011 and shall be notified in accordance with the Notification of Winners section of the Schedule.
14. The Promoter's decision is final and binding upon all entrants and no correspondence will be entered into. Entrants who are not winners will not receive any notification at all. The Promoter will contact the Winner(s) in accordance with the Notification of Winners provision to arrange for delivery of the Prize.
15. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Each prize 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.
16. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
17. The Promoter reserves the right to redraw in the event of any entrant being unable to satisfy these Terms and Conditions or forfeiting or not claiming the Prize by the Prize Claim Date and Time. If a Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct one further round of drawing following the Prize Claim Date. The alternate winner shall be notified in accordance with the Notification of Winners section of the Schedule.

18. If the Prize is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the Prize with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. If a Prize is provided to the Promoter by a third party, the Prize is subject to the terms and conditions of the third party prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the Prize at the time it is issued to the Winner will prevail over these Terms and Conditions, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.
20. By entering the Competition, each entrant agrees that the Promoter may disclose entrants' personal information, to State and Territory lottery departments, the winners' names will be published as required under the relevant lottery legislation and the Promoter may publish or cause to be published the winner's names and suburb in any media, including on the Website(s).
21. If required by the Promoter, 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. As a condition of winning the Prize, the Promoter may take photo(s) or request the Winner provide photos of the Winner. The Promoter may use the photo(s) for any purpose including, but not limited to, publishing the photo(s) on the Promoter's Facebook, Twitter and Instagram accounts. The Winner agrees to the Promoter using the Winner's likeness and image for any purpose related to the Prize and Competition.
22. 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. Entrants may have to access external websites to participate in the Competition, such as (but not limited to) Facebook, Spotify, Twitter or Instagram. The Promoter takes no responsibility for the goods or services provided by third parties, and when entrants access these third party sites, they do so at their own risk. Any personal information provided third party sites will be handled in accordance with their respective privacy policies and terms of use.
28. 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 organisations 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 it at 150 William Street, Woolloomooloo, NSW 2011 or refer to Universal's privacy policy at <https://www.umusic.com.au/privacy-policy/> for further details.
29. These Terms and Conditions shall be governed by the law of New South Wales, Australia.