

TERMS AND CONDITIONS FOR TWENTY ONE PILOTS (“ARTIST”) ARTWORK DESIGN COMPETITION (the "Promotion")

This Promotion is being run by Warner Music UK Limited ("we", "us", "our") of 27 Wrights Lane, Kensington, London W8 5SW. We are the "promoter" of the Promotion. By providing your details to us you confirm that you would like to enter the Promotion and you agree to be bound by these terms and conditions ("Ts&Cs"). In the event of any conflict between any terms referred to in any promotion materials and these Ts&Cs, these Ts&Cs take precedence.

1. ELIGIBILITY

- 1.1 You must be a legal resident in the United Kingdom and at least the age of majority in your jurisdiction of residence to enter this Promotion. Our employees, directors, management, licensees, contractors, related companies, agencies associated with us, the immediate families or persons domiciled with (whether related or not) of the above listed persons, and our retailers and suppliers are not permitted to enter the Promotion.
- 1.2 This Promotion is open from 00:09:00 BST on 30th September 2016 until 23:59:59 BST on 10th October 2016. Promoter's computer shall function as the official clock for the Promotion. We accept no responsibility for entries lost, damaged or delayed, or for any inability to submit entries as a result of computer service, systems, software and/or server failure, error, interruption, defect or delay or any other technical malfunction, including problems with internet connectivity and/or filtering of content by any social media platform (as applicable). Entries which are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected as fraudulent, submitted via programmed/automated means, do not comply with the Ts&Cs, or which in our sole discretion affect the validity or operation of this Promotion will not be accepted and are void.
- 1.3 We reserve the right in our absolute discretion to disqualify from this Promotion any entrant who we believe has not complied with these Ts&Cs and to award the prize to another entrant.

2. HOW TO ENTER

The Promotion will be promoted on the following URL address: <http://yourplatform.twentyonepilots.com> (the "**Website**") and on our social media accounts on Facebook, Twitter and Instagram. To enter the Promotion, participants must: (i) follow the guidelines which can be found on the Website ("**Guidelines**"); (ii) use one (1) of the four (4) images to design a piece of artwork ("**Artwork**"); and (iii) upload your Artwork to the Website. The Artwork must be in line with the Guidelines and must be solely your original work. Joint/group/team entries are not prohibited. Participants can apply multiple times. You must also agree to subscribe to receive our email newsletters

3. PRIZE

- 3.1 There are sixty (60) prize(s) to be won. The prize(s) is to have your entry used as public promotion for the Artist. The specific details of when and where your entry will be used shall remain a secret until the winners are chosen. The details of where the winning Artwork is going to be used will be revealed to the winners upon notification of their success in winning the Promotion.
- 3.2 The prize(s) are non-transferable and no cash alternatives will be available for any prize. However, we reserve the right to substitute a prize (or prizes) of equal or greater value at any time if we withdraw the prize(s) (in whole or in part) for any reason or it becomes unavailable (in whole or in part). In particular, concerts are sometimes cancelled or rescheduled. If the concert is cancelled or rescheduled, we reserve the right to issue a substitute prize (or prizes). The prize(s) are subject to availability and other restrictions.

4. WINNER SELECTION AND NOTIFICATION

- 4.1 The winning entrants will be selected on 11th October 2016 by the Artist and the band's creative director from all valid entries. The odds of winning depend upon the results of judging based upon the criteria outlined below. The winning entrants will be chosen on the basis of the following criteria: the most creative entries that have a clear stamp of individuality to them. The ultimate decision will rest with the band's creative director.
- 4.2 We will notify each winner by no later than 14th October 2016 using the contact details submitted on entry. If you are chosen as a winner and your contact details have changed since your entry, we reserve the right to disqualify your entry and select an alternative winner.
- 4.3 If any of the following circumstances apply, a winner will be deemed to have forfeited the prize and an alternative winner will be selected from the remaining eligible entrants using the process set out above:
- (a) the relevant winner does not provide requested evidence of identity, age, residency, or being the authorised holder of the email account from which the entry was submitted to our satisfaction within 48 hours of such request being made; or
 - (b) we determine non-compliance with any of these Ts&Cs.
- 4.4 The winners' names may be obtained by sending a stamped self-addressed envelope marked 'Twenty One Pilots Artwork Design Promotion' to the Digital Department, Warner Music UK Ltd, 27 Wrights Lane, London W8 5SW.

5. CONTENT SUBMITTED BY ENTRANTS AND INTELLECTUAL PROPERTY

- 5.1 Entrants agree that any copyright and other intellectual property rights vesting in their entry to the Promotion will be owned by us and to this effect by entering the Promotion entrants agree to hereby unconditionally and irrevocably assign to us, as legal and beneficial owner and with full title guarantee, by way of present assignment of all present and future rights, all rights, title and interest in all intellectual property rights (reproduction, representation and adaptation rights) in or arising out of their entry to the Promotion (including, for entrants resident in Japan, the rights in Articles 27 and 28 of the Copyright Act of Japan), worldwide, for the full legal duration of such rights for Promoter commercial, promotional and advertising purposes in connection with the Promotion, in any kind of materials (printed materials, posters, press, online materials as for instance all Promoter related websites or webpages, banners, TV and radio commercials, etc.). Entrants also hereby agree to irrevocably and unconditionally waive any and all moral and similar rights vesting in their entry to the Promotion to the extent legally permissible.
- 5.2 All rights granted by entrants are free from all encumbrances charges and liens and we (and our licensees and assignees) shall have the exclusive right to edit, overdub and exploit your entry and all versions edits and derivatives thereof throughout the world (or not, as we see fit) and to authorise others to do so without further reference or payment to you or reference or payment to any persons featured in your entry or who helped make your entry.
- 5.3 Entrants also represent and warrant that:
- (a) their entry does not contain any virus or other harmful software, any harmful, offensive or inappropriate content;
 - (b) the entry does not disparage or reflect adversely upon the Promoter or its goods/services;

- (c) they have all rights necessary to grant the rights provided for in this paragraph 5, and that all materials forming part of their entry to the Promotion, and any use of such materials by or on behalf of us, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party; and
- (d) they have obtained all rights, licences, and permissions necessary, in writing, from any person who may be featured in their entry and that their entry to the Promotion fully complies with these Ts&Cs.

5.4 Upon our request and without compensation, entrants undertake to execute all such documents as are reasonably required by us to perfect the transfer or assignment of all rights, title and interests referred to in these Ts&Cs to us. If you are selected as a winner, we may send you consent forms (the “**Consent Forms**”) which you must ensure are signed by all of the people featured in your entry. If we do not receive the signed Consent Forms by such date as we may reasonably notify to you, we have the right to pick an alternative winner and not to use your entry.

5.5 Entrants shall reimburse us for all damages arising from or in relation to a breach of clause 5 to the extent such damages are caused by the entrant.

6. **PUBLICITY**

Winners may be required to take part in our promotional publicity and sign a release form in respect of such publicity. By entering into this Promotion, you agree to provide, and that we (or any third party we may chose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country of residence and/or other indicia of your persona in any kind of medias (Internet especially on all Promoters. related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (printed materials, posters, press advertisements, online materials as for instance web-banners and emailings, audio-visual commercials, etc.), worldwide for advertising and promotional purposes in connection with the Promotion without additional authorisation, notice or compensation unless prohibited by law.

7. **DATA PROTECTION**

7.1 By submitting an entry, entrants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you as part of the entry process (including contact details) for the purposes of operating the Promotion, administering prizes and otherwise in accordance with our Privacy Policy, available at www.wminewmedia.com/privacy.

7.2 We would like to be able to keep you informed about the Artist and their activities. If you would like us to use your email address in either or both of these ways, please tick the relevant box(es) on the Website where indicated prior to submitting your entry. Ticking the box(es) is not required for entry in the Promotion nor will doing so increase your chances of winning.

8. **GENERAL**

8.1 Subject to, where applicable, the approval of those authorities that have issued permits for the conduct of this Promotion, We may in our absolute discretion modify, amend, cancel or suspend these Ts&Cs, the Promotion and/or the prize(s) at any time if we deem it necessary, due to technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond our control. No liability shall attach to us as a result thereof.

8.2 Subject to applicable laws, we reserve the right to disqualify an entrant and/or winner in our absolute discretion. In addition, acts of tampering with the Promotion (including the URL) will

result in disqualification; but, disqualification shall not represent the sole remedy available to Promoter.

- 8.3 Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these Ts&Cs apply to this Promotion. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Promotion (including any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Promotion) or acceptance, use, misuse or non-use of any prize(s) (including activity or travel related thereto) except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.
- (a) In an event of slight negligence, we shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the meaning of this provision is an obligation whose fulfilment makes the implementation of this contract possible in the first place and on the fulfilment of which the contractual partner may therefore generally rely.
 - (b) In a case according to Clause (ii), we shall not be liable for any lack of commercial success, lost profits and indirect damages.
 - (c) Liability in accordance with the above Clauses (ii) and (iii) shall be limited to the typical, foreseeable damages.
 - (d) The limitation of liability shall apply mutatis mutandis to the benefit of our employees, agents and vicarious agents.
- 8.4 Our decisions on any issue arising out of or in relation to this Promotion and these Ts&Cs are final and binding and no correspondence will be entered into. Failure of the Promoter to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 8.5 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram. Entrants hereby release each of Facebook, Twitter and Instagram from all responsibility and liability in respect of the Promotion.

9. **GOVERNING LAW**

The Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of Great Britain in respect of entrants who are resident in Great Britain.