

TERMS AND CONDITIONS FOR ERIC CLAPTON("Artist") FENDER SIGNATURE GUITAR CONTEST

(the "Promotion")

This Promotion is being run by Warner Bros. Records ("we", "us", "our") of 3300 Warner Blvd, Burbank CA 91505. 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 States and at least the age of majority in your state 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 12:00:00 AM PST on March 13th, 2017 until 11:59:00 PM PST on April 1st, 2017. 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. To enter the Promotion you must have an unlimited or free access to Internet.
- 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 and to require the return of any prize already awarded.

2. HOW TO ENTER

- 2.1 The Promotion will be promoted on the following URL address: **EricClapton.com** (the "Website") and on his official social media account on Facebook <https://www.facebook.com/ericclapton> and Twitter <https://twitter.com/EricClapton> To enter the Promotion, participants must complete and submit the entry form on the Website.

3. PRIZE

- 3.1 The prize to be won is one (1) Signed Fender Guitar Eric Clapton Signature Model Stratocaster

The winner is solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs. The winner(s) will also be responsible for all applicable personal documentation and taxes, if any, relating to and/or payable in respect of the prize(s).
- 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).

4. WINNER SELECTION AND NOTIFICATION

- 4.1 The winning entrant(s) will be selected on or about April 1st 2017 and will be the first names drawn at random from all valid entries received. The odds of winning depend upon the total number of eligible entries received for the random prize draw.

- 4.2 We will notify each winner by no later than **April 30th 2017** 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) if the winner has not claimed their prize by the date specified in the winner notification, we reserve the right to conduct a further draw in accordance with clause 4.1 above to award the prize to another entrant;
 - (b) the prize (or any correspondence relating thereto, e.g. a notification from us confirming a winning entry) is returned as non-deliverable;
 - (c) 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;
 - (d) the prize is attendance at, or tickets to, an event and the relevant winner is not available to travel and/or attend the venue on the relevant dates; or
 - (e) 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 'ERIC CLAPTON FENDER SIGNATURE GUITAR CONTEST' to the Digital Marketing Department, Warner Bros. Records, 3300 Warner Blvd Burbank CA, 91505.

5. **DATA PROTECTION**

- 5.1 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.
- 5.2 We would like to be able to keep you informed about Eric Clapton and his activities. We would also like to be able to share your email address with Eric Clapton so that he may keep you informed of his activities from time to time. 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.

6. **GENERAL**

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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.
- 6.5 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.

7. **GOVERNING LAW**

The Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive state of, the relevant courts of the United States