

## **UDISCOVER MUSIC NEIL DIAMOND GIVEAWAY TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.**

**Promoter:** Universal Music Enterprises, a division of UMG Recordings, Inc., 2220 Colorado Ave., Santa Monica, CA 90404, U.S.A. (“UMe” or “Promoter”). Promoter’s decisions are final and binding in all matters relating to the uDiscover Music Neil Diamond Giveaway; referred hereafter as the “Prize Draw.”

**Prize Draw Entry Period:** Prize Draw begins at 12:00:00 A.M. Pacific Time (“PT”) on the 24<sup>th</sup> of May 2024 and ends at 11:59:59 P.M. PT on 30th June 2024 (“Prize Draw Entry Period”).

**Eligibility:** Prize Draw is open to any person who has reached the age of eighteen (18) years or older in the state, province or territory where they reside and who at time of entry is a legal resident of Australia, Canada (except residents of the province of Quebec), the United Kingdom or the 50 United States (including the District of Columbia). Void in Quebec and where prohibited by law. Employees of the Promoter, Neil Diamond (“Artist”) and their respective parent company, subsidiaries, affiliates, advertising and promotion agencies, and any other individual or company involved in the development or execution of the Prize Draw (collectively the “Released Parties”) and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Prize Draw is subject to all applicable federal, territorial, and local laws and regulations.

**To Enter:** Access to the internet is required to enter this Prize Draw. You may enter the Prize Draw by visiting <https://udiscovermusic.com/competitions/neil-diamond-merch-giveaway> (“Website”) and following all onscreen instructions to provide your email, country and click “Submit”. After clicking “Submit,” you are officially entered into the pool of eligible entries (“Entry”). To obtain up to three (3) bonus Entries, you can sign up to receive email updates from uDiscover news and giveaways by checking the appropriate sign-up box and/or sign up to receive latest offers and updates from the uDiscover music store by checking the appropriate sign-up box and/or sign up to receive email updates from Neil Diamond’s official mailing list. Once properly checked and submitted, the information you supplied via your Entry will be collectively considered and referred to herein as your “Bonus Entries.” At the end of the Prize Draw period, a potential winner will be chosen at random from all eligible Entries received. Only four (4) Entries per person regardless of Entry method.

**Limit:** Four (4) Entries per person during the Prize Draw Entry Period. Entries received in excess of limit of entries and entries received after the end of the Prize Entry Period are automatically disqualified. Only complete and valid entries as determined by the Promoter will be eligible for the Prize Draw. By participating in the Prize Draw, each entrant is confirming that they have read and agree to comply with these Terms and Conditions (“Rules”), Promoter’s terms of use, located at <https://privacypolicy.umusic.com/terms/> and all other Prize Draw requirements.

Normal Internet access and data usage charges imposed by your carrier or online service will apply. All Entries become Promoter’s property and will not be returned or acknowledged.

Use of any automated system to participate is prohibited and will result in disqualification. If an entrant submits more than the number of Entries allowed by these Rules, and/or if the Promoter suspects that an entrant attempted to obtain additional Entries by using multiple email addresses and/or email accounts, registrations, identities or any other method, or if an entrant submits an entry on behalf of

another individual, all Entries submitted by the entrants will be declared null and void, and the entrant may be disqualified from participation in the Prize Draw at the Promoter's sole discretion. Promoter is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Only the "authorized email account holder" may enter this prize draw. In the event of a dispute regarding the identity of an entrant, the dispute will be resolved in favor of the individual who is the "authorized email account holder" of the email address or service provider account provided at time of Entry.

"Authorized email account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning email addresses for the domain associated with the submitted email address. Each potential winner may be required to show proof of being the authorized email account holder. Promoter can disqualify an individual if their conduct is contrary to the spirit or intention of the Prize Draw.

**Winner Selection:** One (1) prize winner will be selected at random by Promoter from among all eligible Entries received during the Prize Draw Entry Period. The Prize Draw will be conducted on or about 12:00:00 P.M. PT on the 1<sup>st</sup> of July 2024 at the offices of the Promoter: UMe, 2220 Colorado Ave., Santa Monica, CA 90404, U.S.A. The Promoter's decisions are final and binding. An email prize notification will be sent to the potential winner by 2<sup>nd</sup> of July 2024 based on the information provided by participant on Entry and with respect to the U.K., potential winners will need to respond to Promoter within seven (7) days with their mailing address. Except for any potential winner from the U.K., all other potential winners may be required to execute and return a Declaration or Affidavit of Eligibility, Liability and Publicity Release ("Affidavit/Release") as determined by the Promoter or Promoter's agent and, unless prohibited by law, within seven (7) days of date and time specified on the prize notification or they will be disqualified, and an alternate winner will be selected. If a potential winner is a resident of Canada, they must correctly answer, without assistance of any kind, a time-limited mathematical skill testing question administered at a mutually agreeable time by telephone. If any winner fails to respond to any direct message and/or prize notification sent to them by email within seven (7) days of transmission or if the Declaration or Affidavit/Release (if winner is not from the U.K.), or if prize notification email is returned as undeliverable; or if a potential winner has failed to execute and return the Declaration or Affidavit/Release (if winner is not from the U.K.), or any required document within the specified time period; or if potential winner is otherwise found to be ineligible; or if the selected potential winner cannot accept or receive the prize for any reason; or if the prize is returned undeliverable, or if the mathematical skill testing question (if applicable) is answered incorrectly, the potential winner will forfeit the prize and an alternate winner will be selected from all non-winning eligible Entries. The alternate winner will be notified and be bound by the same conditions and timelines as stated in these terms and conditions. Prize will be awarded within thirty (30) days after each winner's verification, unless the winner is from Australia or the U.K., in which case the prize will be delivered to winner within twenty-eight (28) days of the Prize Draw closing date. Should any winner be found to have made any false statement(s) in the Declaration, Affidavit/Release (if winner is not from the U.K.), or any required document, that winner will be disqualified and required to promptly return to Promoter his/her prize. Except where prohibited by law in the U.K. or any other eligible state, province or territory stated in these Rules, entry and acceptance of prize constitutes permission for Promoter and/or any third party associated with the Prize Draw to use each winner's first name, last name initial, city or province and country for fulfilling any winner's list requirements as required by U.S. promotion law.

**Prize & Approximate Retail Value (“ARV”):** One (1) prize will be awarded. One (1) prize winner will receive one (1) Neil Diamond Signature Hat; one (1) Neil Diamond Photo T-Shirt; one (1) Sweet Caroline Mug; one (1) Sweet Caroline Crewneck, and one (1) Sweet Caroline Poster. Total ARV of prize: \$170.00 USD All prize values are in U.S. dollars. Prize is not redeemable for cash. Prize is non-assignable and non-transferable. Any prize depiction is for illustrative purposes only. No substitutions are permitted except by the Promoter who reserves the right to award another prize for one of comparable or greater value if a prize is unavailable. If applicable, any winner from the United States will be responsible for any federal, territorial, local sales and income taxes or other expenses relating to the use, acceptance and possession of a prize. Subject to any Non-Excludable Guarantees (as defined below) entrants acknowledge that the Promoter and all other businesses concerned with this Prize Draw and their agents do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of a prize except that each merchandise prize shall be subject to any applicable manufacturer’s standard warranties. Prize will be delivered to any winner in the U.K. within thirty (30) days from Prize Draw’s closing date. Prize will be delivered to any prize winner in Australia within twenty-eight (28) days after the Prize Draw closing date. Prize for winners outside the U.K. and Australia will be shipped four (4) to six (6) weeks after winner verification.

**Odds:** Odds of winning depend on the number of eligible Entries received during the Prize Draw Entry Period.

**Consent and Release:** Nothing in these Rules limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Rules would contravene any statute or cause any part of these terms and conditions to be void (“Non-Excludable Guarantees”). Subject to the limitations in the preceding sentence, the Promoter excludes from these Rules all conditions, warranties and terms implied by statute, general law or custom.

In all applicable territories except the U.K., to the fullest extent possible in law and subject to any Non-Excludable Guarantees, entrants, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns (“Releasing Parties”), release, defend and hold harmless the Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from participant’s participation, acceptance and use or misuse of prize, including property damage, personal injury or death.

In the U.K., Promoter will not in any circumstances be liable to compensate the winner or accept any liability for any loss, damage, disappointment or injury occurring as a result of entering the Prize Draw or accepting the prize. Nothing in these Rules shall limit in any way any party’s liability under U.K. law for death or personal injury caused by its negligence. Nothing in these terms and conditions shall affect your statutory rights.

In all applicable territories, Promoter is not responsible for any suspension of the Prize Draw or inability to implement the Prize Draw or award the prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, pandemic, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. Except for Australian residents, this Prize Draw shall be governed by and interpreted under the laws of the United States, without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Prize Draw, shall be resolved individually, without resort to any form of class action. Or mandatory local law provisions outside of the United States law provisions as per the stated governing law may apply. For Australian residents, the law of the Australian State or Territory in which they ordinarily reside governs the Prize Draw.

By participating in this Prize Draw, each Entrant located in the United States waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

In all applicable territories except the U.K., ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PRIZE DRAW. PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Personal Information & Privacy:** Promoter collects your personal information and transfers such personal data to the United States for purposes of management of the Prize Draw. The Promoter may for such purposes disclose your personal information to third party service providers including for storage of data and to assist with prize delivery. It is not possible for you to participate in the Prize Draw without your personal data being processed in this way. Any personal information provided hereunder will be subject to Promoter's privacy policy at <https://privacy.umusic.com> ("Privacy Policy;" note that Promoter is a "UMG Company" as referred to in the Privacy Policy).

**Disclaimers:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Promoter is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Promoter on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (ii) any injury or damage to participant's or any other person's computer related to or resulting from participating in the Prize Draw, or (iii) the failure of any third party to comply with the instructions and proper administration of this Prize Draw. By participating in the Prize Draw entrants: (i) agree to be bound by these Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Promoter and the independent judging organization, which are final and binding in all matters relating to the Prize Draw. Failure to comply with these Rules may result in disqualification from the Prize Draw. In its absolute discretion, the Promoter reserves the right to: permanently disqualify any person it

believes has intentionally violated these Rules; and terminate the Prize Draw if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Prize Draw), or to select winner from among all eligible entries received prior to termination. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THIS PRIZE DRAW IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Winners List:** For the results of the Prize Draw (available after 4<sup>th</sup> July, 2024), send an email to [udiscover.giveaways@umusic.com](mailto:udiscover.giveaways@umusic.com) by 30<sup>th</sup> June 2024 with “uDiscover Neil Diamond Giveaway winner” as the subject line of the email.

**Severability:** If any provision or part-provision of these terms and conditions is held by any court to be invalid, illegal, or unenforceable, it shall be struck out but shall not affect the validity or enforceability of any and all remaining provisions.

#### **FAIR PROCESSING NOTICE FOR ENTRANTS LOCATED IN THE EUROPEAN ECONOMIC AREA:**

For the purposes of applicable data protection laws, Promoter is the data controller in respect of any personal information processed in connection with the Prize Draw.

Information collected from entrants is subject to Promoter’s Privacy Policy at <https://privacy.umusic.com> and applicable data protection laws.

Promoter will process any personal information collected in connection with the Prize Draw for the purposes set out in these Rules (including the management of the Prize Draw) and Promoter’s Privacy Policy at <https://privacy.umusic.com> and in connection with any future offer any entrant has expressly opted-in to receive. Promoter will only undertake further processing where Promoter has obtained the relevant entrant’s consent or has another lawful basis to undertake such further processing.

It is necessary for Promoter to use each entrant’s personal information for the above purposes in order to perform its obligations to each entrant in relation to the administration of the Prize Draw or it is in Promoter’s legitimate interest to use each entrant’s personal information in the ways described in these Rules in order to ensure the proper administration of the Prize Draw and for the other purposes described.

Promoter will only share each entrant’s personal information with Promoter’s group companies, affiliates and suppliers who are assisting Promoter in relation to the above purposes, with any third parties, if applicable, specified in Promoter’s Privacy Policy and as otherwise required by applicable law.

Promoter (and its group companies, affiliates and suppliers) are located in the United States of America and therefore by entering the Prize Draw each entrant acknowledges that his or her personal information will be transferred and processed by Promoter and Promoter’s group companies, affiliates and suppliers outside the European Economic Area. Promoter will take reasonable steps to ensure the security of each entrant’s personal information in accordance with applicable data protection laws.

Entrants in the European Economic Area have certain rights in relation to Promoter’s processing of their personal information including rights of access, rectification and erasure, a right to restrict processing, a right to data portability and the right to object to certain types of processing (including in relation to direct marketing). If any entrant has a concern about any aspect of Promoter’s privacy practices,

including the way Promoter has handled the entrant's personal information, the entrant should contact Promoter using the contact details in the "Contact" section above. Entrants can also report any issues or concerns to their local supervisory authority. A list of contact details for all EU supervisory authorities can be found at: [http://ec.europa.eu/justice/dataprotection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/dataprotection/bodies/authorities/index_en.htm).

For more information about Promoter's processing activities and how to exercise data subject rights, including to opt out of the Prize Draw and any electronic marketing, please see Promoter's Privacy Policy at <https://privacy.umusic.com>.