

**TERMS AND CONDITIONS FOR  
ASHNIKKO (“ARTIST”) WEEDKILLER FARTWORK PROMOTION (“PROMOTION”)**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
VOID WHERE PROHIBITED BY LAW OR REGULATIONS.

This Promotion is being run by Parlophone Records Limited (“we”, “us”, “our”) of 27 Wrights Lane, 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 USA (ex. Puerto Rico, U.S. Virgin Islands and all other U.S. territories) (hereafter, the “**United States**”), Canada, Mexico, Colombia, Argentina, Chile, the UK, Ireland, Germany, Austria, Switzerland, Poland, Italy, Spain, Belgium, Luxembourg, Sweden, Norway, Finland, Denmark, the Netherlands, France, Hong Kong, Thailand, Singapore, Australia or New Zealand (the “**Eligibility Area**”) and at least the age of eighteen (18) to enter this Promotion or, subject to your country/territory of residence, if you are under the age of eighteen (18), you must be at least fourteen (14) years old and have the consent of your parent(s) or legal guardian(s) to take part in this Promotion. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states in the United States may impose additional eligibility restrictions). Our employees, directors, management, licensees, contractors, affiliates, 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. If the participant is an eligible minor, such eligible minor’s parent or legal guardian agrees to these Ts&Cs along with and on behalf of their minor child. All rights and responsibilities of a minor under these Ts&Cs are conferred and assumed respectively by such minor’s parent or legal guardian in respect of the minor.
- 1.2. This Promotion is open from 17:00:01 British Summer Time on 21 June 2023 until 11:59:59 British Summer Time on 30 June 2023. 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) (**for participants resident in France**, we accept responsibility where this is caused by fault or negligence by us; **for participants resident in Germany, Austria and Switzerland**: the general liability regulation according to section 8.3 sub-section 3 applies). 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 the Internet.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Promotion any participant who has not complied with these Ts&Cs, or any of the privacy policies governing the submission of information in connection with this Promotion, and to award the Opportunity to another participant.

**2. HOW TO ENTER**

- 2.1. The Promotion will be promoted on the following URL address: [fartwork.ashnikko.com](http://fartwork.ashnikko.com) (the “**Website**”) and on our, related third party and/or Artist social media accounts and/or mailing lists including Facebook, Twitter, Discord and Instagram. To enter the Promotion, participants must (i) create an original piece of Artist fan artwork and submit their creation by uploading a

photo or image of it via the Website following the instructions on the Website (“**Entry**”). We only allow one entry per person and per email address. Joint/group/team Entries are prohibited. Please see the Website for further details. Those eligible participants who are under the age of eighteen (18) or majority in their jurisdiction must be able to evidence the consent of their parent(s) or guardian(s) to take part in this Promotion. No purchase or payment of any kind is necessary to enter or win this Promotion. A purchase will not increase your chances of winning.

All participants are also required to tick a checkbox confirming acceptance of these Ts&Cs to administer the Promotion. Please see the Privacy Policy on the Website for information on how WMG uses your personal information.

- 2.2. By submitting an Entry, each participant confirms and agrees that their Entry or Entries (as applicable) comply with the following criteria: (A) Entries cannot (i) be derogatory of any ethnicity, race, gender identity, sexual orientation, or religion; (ii) defame Artist or promoter or any other person or entity; (iii) make any use of any trademarks or copyrighted materials as determined in Promoter’s sole discretion; (iv) promote any form of illegal activity; and (v) include the image of any other individuals; and (B) Entries must (i) be an original creation made solely by the participant and participant acknowledges and agrees that they are solely responsible for obtaining any and all approvals and rights from any relevant third party for content embodied in an Entry prior submission of such Entry; and (ii) not have been previously used for any other commercial purpose (together the “**Entry Requirements**”).
- 2.3. Promoter reserves the right in its sole discretion to disqualify all entries should it determine for justifiable reasons that a person has engaged in repeated, egregious or blatant violations of the entry limit and / or Entry Requirements. Promoter may acknowledge receipt of entries; but, in such case, acknowledgment does not constitute any representation as to eligibility for the Promotion.

### 3. OPPORTUNITY

- 3.1. Each participant whose Entry is selected by Artist according to the criteria set out in paragraph 4.1 below (each a “**Finalist**”) will have their submission (or part of it) featured in the Fartwork virtual gallery. Each Finalist also has the opportunity to have their Entry (i) featured on Artist’s social media channels and/or (ii) displayed at a future Artist-themed fan event (the “**Opportunities**”)
- 3.2. Finalists are solely responsible for paying all associated costs that are not specifically stated in these Ts&Cs. Finalists will also be responsible for all applicable personal documentation (such as valid ID card and/or passport) and taxes and customs duties, if any, relating to and/or payable in respect of the Opportunities.
- 3.3. The Opportunities are non-transferable and no cash or cash alternatives will be available for any of the Opportunities. However, we reserve the right to substitute an opportunity of equal or greater value at any time if we withdraw the Opportunities (in whole or in part) for any reason or the Opportunities become unavailable (in whole or in part).

**For Finalists resident in the United States:** All winners in the United States shall sign any required releases or consents required by Promoter and submit to our standard clearance process for the United States, in our sole discretion, including, without limitation, a background check and liability check.

**For Finalists resident in Mexico and Colombia:** All winners in Mexico and Colombia, shall sign any required releases or consents required by Promoter.

### 4. FINALIST SELECTION AND NOTIFICATION

- 4.1. Finalists will be selected on or about 31 June 2023 and will be selected by Artist. Entries will be judged according to the following criteria: (i) originality (50%) and (ii) creativity (50%). The odds of being selected as a Finalist depend upon the total number of eligible Entries received

and satisfying the selection criteria as set forth herein. The Artist's decision is final. Without limiting the foregoing and, only if applicable, a potential Finalist who is an eligible minor will be required to have their parent or legal guardian affirm in writing such Finalists acknowledgement and agreement to these Ts&Cs

- 4.2. We will attempt to notify the Finalists by no later than 4 July 2023 using the contact details submitted on entry. If you are chosen as a Finalist and your contact details have changed since your Entry, we reserve the right to disqualify your Entry and select an alternative Finalist. We will not notify unsuccessful participants.
- 4.3. If any of the following circumstances apply, a Finalist will be deemed to have forfeited the Opportunity (but this shall not represent the sole remedy available to us) and an alternative Finalist may be selected using the process set out above:
  - 4.3.1. any correspondence relating to the Opportunity is returned as non-deliverable;
  - 4.3.2. the Finalist 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 Promotor's satisfaction within forty-eight (48) hours of such request being made; or
  - 4.3.3. we determine non-compliance with any of these Ts&Cs for justifiable reasons.
- 4.4. The Finalists' names may be obtained by sending a stamped self-addressed envelope marked 'Ashnikko Fartwork Gallery' to Parlophone Records, Marketing Department, 27 Wrights Lane, London W8 5SW. Finalists' names will be published on the Website for a period of one month from the date the winner is notified. We will not notify unsuccessful participants. Finalists are entitled to object to the publication of their name in such way and can do so at any time either by informing us when notified or by emailing us at [privacy@wmg.com](mailto:privacy@wmg.com).

## **5. CONTENT SUBMITTED BY PARTICIPANTS AND INTELLECTUAL PROPERTY**

- 5.1. By taking part in this Promotion you represent and warrant that:
  - 5.1.1. Your Entry is entirely your own work and is not copied or plagiarised from any third party work;
  - 5.1.2. Your Entry does not contain any virus or other harmful software, any harmful, offensive or inappropriate content;
  - 5.1.3. Your Entry does not disparage or reflect adversely upon the Promoter or its goods/services, or Artist;
  - 5.1.4. Your Entry does not contravene or breach the terms of use of any platform or network used in your participation in this Promotion;
  - 5.1.5. You have all rights necessary to submit your entry, and that all materials forming part of your entry to the Promotion 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;
  - 5.1.6. You have obtained all rights, licences, and permissions necessary, in writing, from any person who may be featured in your entry and that your entry to the Promotion fully complies with these Ts&Cs. Submissions should not feature any persons who are under the age of majority in their jurisdiction unless you can evidence parental or guardian's consent to their participation; and
  - 5.1.7. You will not acquire any trademark rights, copyrights, or any other rights in the trademarks, trade names, logos or other intellectual property of the Promoter. The

Promoter specifically reserves its respective right to protect its intellectual property against any infringement or other illegal or improper use.

- 5.2. You shall reimburse us for all damages arising from or in relation to a breach of this paragraph 5 to the extent such damages are caused by you.

## 6. PUBLICITY

By entering this Promotion, each participant, if selected as a Finalist, expressly agrees and consents to the publication of their name and country/territory of residence to demonstrate the legitimacy and transparency of the Promotion. **For participants resident in the UK or the EEA:** you can object to the publication of your name for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com). Winners may also 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 choose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country/territory of residence and/or other indicia of your persona in any kind of medias (including without limitation Internet especially on all promoters' related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (including without limitation printed materials, posters, press advertisements, online materials as for instance web-banners and emails, 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. **For participants not resident in Germany, Switzerland or Austria:** By submitting an entry, participants 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 opportunities and otherwise in accordance with our Privacy Policy, available at [www.wminewmedia.com/privacy](http://www.wminewmedia.com/privacy). Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

**For participants resident in Germany, Switzerland or Austria:** Participants' personal data will be processed by us and/or the third parties acting on our behalf, in connection with operating the Promotion (including administering opportunities) according to our Privacy Policy, available at [www.wminewmedia.com/privacy](http://www.wminewmedia.com/privacy). Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

**For participants resident in Poland:** Participants' personal data will be processed by us and/or the third parties acting on our behalf, in connection with operating the Promotion (including administering opportunities) according to our Privacy Policy, available at [www.wminewmedia.com/privacy](http://www.wminewmedia.com/privacy). In the case of Poland, the administration of the Promotion is provided for by the provisions of the Polish Act on data protection, passed August 29<sup>th</sup> 1997 (Dz. U. z 2002 r. Nr 101, poz. 926 including further changes). Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at [privacypolicy@wmg.com](mailto:privacypolicy@wmg.com).

- 7.3 We would like to be able to keep you informed about Artist and their activities. We would also like to be able to share your email address with Artist and Topsyfy so that they may keep you informed of their 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.

## 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 Opportunities 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.

**For participants resident in Mexico, Germany, Switzerland, Austria, Hong Kong, Thailand or Singapore:** In the case of cancellation of the Promotion, we will, at our discretion, select the Finalists from eligible entries received prior to the event that required such cancellation.

- 8.2. Subject to applicable laws, we reserve the right to disqualify a participant and/or winner in our absolute discretion. In addition, acts of tampering with the Promotion (including the Website) will result in disqualification; but disqualification shall not represent the sole remedy available to Promoter.

- 8.3. **For participants resident in Spain:** Subject to applicable laws, we reserve the right to disqualify a participant and/or winner for justifiable reasons. 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.

- 8.4. **For participants not resident in Germany, Switzerland or Austria:** 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 participant'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) = except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.

**For participants resident in Germany, Switzerland or Austria:** We shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.

(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 (a), we shall not be liable for any lack of commercial success, lost profits and indirect damages.

(c) Liability in accordance with the above Clauses (a) and (b) 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.

Any potential liability on our part for any warranties and for claims based on the German Product Liability Act shall not be affected.

**For participants resident in Australia:** Notwithstanding the above, to the fullest extent permitted by law, Warner Music Australia Pty Limited and its affiliates, associated agencies and companies (together called 'Warner') will not be liable or responsible for any loss (including direct, indirect and consequential loss), costs (including legal costs), damage or injury to property or person that is suffered or incurred as a result of or in connection with:

- (a) the Promotion;
- (b) any late, lost or misdirected entries or failure to receive any entry in the Promotion;
- (c) any problem, failure, delay, unavailability or inaccessibility with, of or to any communications network, service or transmission (including telephone, Internet or website);
- (d) any cancellation, modification or suspension of the Promotion in accordance with Ts&Cs;
- (e) any unauthorised human intervention in any part of the Promotion (including but not limited to theft, destruction, alteration or unauthorized access of or to any entries);
- (f) any electronic or human error which may occur in the proper administration of the Promotion;
- (g) any circumstances outside Warner's reasonable control.

This clause does not operate to limit the rights or obligations of the parties imposed by the operation of the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) (**ACL**) to the extent that they may not be limited or excluded, in which case the terms of the ACL shall apply.

- 8.5. 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 Opportunities (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.

**9. RELEASE.**

**For participants resident in the United States, Hong Kong, Thailand or Singapore:** UNLESS OTHERWISE PROHIBITED BY LAW, BY ENTERING, PARTICIPANT AGREES TO (I) RELEASE AND HOLD PROMOTER, ITS RESPECTIVE AFFILIATES AND THE ARTIST (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY OPPORTUNITY AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

- 9.1. In the event that any event or action outside Promoter's control prevents or significantly hinders Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions (including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war and act of terrorism), Promoter may for justifiable reasons cancel the Promotion and recommence it from the start at another time on the same conditions. If the Promotion is regulated by any applicable government body, the cancellation or recommencement of the Promotion will be subject to any requirements imposed by such body.
- 9.2. If for any reason this Promotion is not capable of running as planned due to causes beyond the control of Promoter which affect the proper conduct of this Promotion, Promoter reserves the right for justifiable reasons to disqualify any individual who tampers with the entry process and/or take any other action against that individual that may be available, and to cancel, terminate, modify or suspend the Promotion subject to the requirements of any relevant government body that regulates the running of the Promotion.

- 9.3. Each Entrant is responsible for obtaining their own independent legal advice.
- 9.4. We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.
- 9.5. 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.
- 9.6. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram. Participants hereby release each of Facebook/Twitter/Instagram from all responsibility and liability in respect of the Promotion. By entering this Promotion, participant acknowledges that Facebook/Twitter/Instagram are websites/platforms over which Promoter has no control and Promoter is not responsible for (a) any issues or loss that may be caused by accessing or using participant's Facebook/Twitter/Instagram accounts for the purpose of this Promotion, or (b) participant's inability to access, use, or successfully use his or her Facebook/Twitter/Instagram accounts for this Promotion.

## 10. GOVERNING LAW

Unless prohibited by law, the Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of England and Wales.

**FOR RESIDENTS OF THE UNITED STATES:** Unless prohibited by law, the Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of, the relevant courts of New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Participants agree that any cause of action arising out of or related to their entries or otherwise related to the Promotion must commence within one (1) year after the cause of action occurs, otherwise, such cause of action shall be permanently barred.

**FOR RESIDENTS OF QUEBEC, CANADA:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a n Opportunity may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**POUR RÉSIDENTS DU QUÉBEC** Un différend quant à l'organisation ou à la conduite d'un concours publicitaire peut être soumis à la Régie des alcools, des courses et des jeux afin qu'il soit tranché. Un différend quant à l'attribution d'un prix peut être soumis à la Régie uniquement aux fins d'une intervention pour tenter de la régler.

**FOR RESIDENTS OF SPAIN** The Promotion and these Ts&Cs are governed by the laws of, and subject to the exclusive jurisdiction of the relevant courts of the country/territory in which the participant is resident.