



Terms and Conditions of Yamaha Music School Instagram Giveaway 2024

**to win your choice of a Yamaha DTX6K-X, Yamaha Revstar RSE20, Yamaha Reface, TRBX304,
Line 6 HX-Stomp XL, or Line 6 HX-One.**

ARTICLE 1- THE PROMOTER

- 1.1 The promoter is Yamaha Music Europe GmbH, Siemensstrasse 22-34, 25462 Rellingen, Germany. The promotion is being conducted by Yamaha Music Europe GmbH collectively ("Yamaha").
- 1.2 Yamaha reserves the right to cancel this competition at any time by its own sole discretion.
- 1.3 By participating in this Competition, participants agree that they have read, understood, accepted, and will comply with these Terms and Conditions.

ARTICLE 2- PARTICIPANTS

- 2.1 Participation in this promotion is restricted to residents of Germany, Austria, Switzerland, Spain, The Netherlands, Belgium, Luxemburg, Italy, France, The United Kingdom, Poland, and The Czech Republic, aged fourteen (14) and over. "(Participant)".
- 2.2 Employees of Yamaha, its affiliates, their families, agents, and other parties directly involved in this promotion are not entitled to participate.
- 2.3 There is no entry fee or purchase necessary to enter this competition.
- 2.4 The Giveaway will run from 1st of January 2024 to 28th of January 23:59 CET. After this date no further entries to the giveaway will be permitted.
- 2.5 Yamaha reserves the right to verify the Participants' eligibility and /or exclude Participants and its sole discretion at any time and for any reason.

ARTICLE 3- RULES OF PARTICIPATION

- 3.1 To enter, participants must follow the Yamaha Music School EU Instagram account (<https://www.instagram.com/yamahamusicsschool.eu/>) and comment on the pinned post at the top of the Yamaha Music School profile page, stating why you would like to win one of the eligible products of the giveaway.

3.2 Only one entry will be accepted per person. Multiple entries from the same person will be disqualified. No responsibility can be accepted for entries not received by Yamaha for whatever reason.

ARTICLE 4- THE WINNER OF THE GIVEAWAY

4.1 The giveaway will only have 1 (one) winner chosen at random.

4.2 The winners will be selected on January 31st 2024 and contacted through Instagram. The winner will be announced on the Yamaha Music School Instagram Page (<https://www.instagram.com/yamahamusicsschool.eu/>) and on "https://uk.yamaha.com/en/news_events/2024/yms-instrument-giveaway-2024.html".

By entering into this competition, you agree and accept to be contacted through Instagram.

4.3 The winners must confirm the prize by latest February 9th 2024, by answering to the Direct Message on Instagram and providing the necessary information for YAMAHA to deliver the product. If in any case winner disqualifies or rejects to receive the Prize, Yamaha reserves the right to withdraw the prize from the winner and choose a replacement winner using the same jury.

ARTICLE 5- THE PRIZE

5.1 The prize is the choice of 1 (one) Yamaha DTX6K-X electronic drum kit, 1 (one) Yamaha Revstar RSE20 electric guitar, 1 (one) Yamaha Reface keyboard synthesizer, 1 (one) TRBX304 electric bass, 1 (one) Line 6 HX-Stomp XL multi-effects pedal, or 1 (one) Line 6 HX-One multi-effects pedal.

5.2 The Winner will be contacted by the Yamaha Music School social media team through Instagram via Direct Message to receive the necessary information (Name, age, address, Telephone number) to arrange for the instrument delivered to their residence address.

5.3 The prize cannot be exchanged for cash.

5.4 Winner shall not be entitled to assign her/his right out of this competition to any third party or companies within the group and affiliated companies without YAMAHA's written consent. The prize is subject to availability and Yamaha reserves the right to substitute any prize with another of equivalent value without giving notice.

ARTICLE 6- DATA

Participants consent to this personal data being used by Yamaha and Yamaha Music Schools for the sole purpose of administering and executing the Competition. As far as there are no statutory retention obligations, the data will be deleted immediately after the competition has been completed. Participants can withdraw their consent at any time with effect for the future by notifying Dataprotection@contact.europe.yamaha.com.

Any personal data processed by Yamaha will otherwise be processed in conjunction with the following Privacy Policy found at: [Privacy Policy \(europe.yamaha.com\)](https://www.yamaha.com/en/privacy-policy/europe)

ARTICLE 7- DISCLAIMER

7.1 Yamaha is not liable for any costs incurred by the Participant in connection with the competition.

7.2 Yamaha reserves the right to withdraw this competition entirely at any time, or to unilaterally modify the Terms and Conditions without incurring any obligations.

7.3 Yamaha shall not be liable for any failure to meet these Terms and Conditions where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to technical problems, change of terms and conditions or decisions/actions/failure by any third-party including Yamaha, severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of god, or events that, without fault of either party, render performance impossible or incapable of satisfactory execution.

7.4 If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

7.5 This competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or any other social network. By entering the Competition participants accept that they have no claims against Facebook, Instagram or any other social network in connection with this Competition.

7.6 These Terms and Conditions have been executed in English, Spanish, French, Italian and German, and Polish. You acknowledge and warrant that you have reviewed these T&C's and have sufficient knowledge of these languages to fully understand their respective rights and obligations. In the event that a local language version of the T&C's is preferred, please inform Yamaha.

ARTICLE 8 – JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with exclusive jurisdiction of the competent courts of Hamburg.