



## Competition Terms and Conditions

Please note: Only the English version of these terms and conditions is legally binding. Translations can only be considered as supporting content.

### 1. Scope of these Terms and Conditions

- a) These Terms and Conditions apply to The AV MusicCast Competition 2016 ("Competition") as described below.
- b) This competition is held by Yamaha Music Europe GmbH, Siemensstraße 22-34, 25462 Rellingen, Germany ("Yamaha").
- c) By submitting their entry to participate in this competition, entrants agree that they have read, understood and accepted these Terms and Conditions.

### 2. Competition – mechanism and prizes

- a) The Competition period is 02 September 2016 – 15 January 2017.
- b) Yamaha calls anyone residing in Austria, Belgium, Denmark, Finland, France, Germany, Luxembourg, Netherlands, Norway, Poland, Spain, Sweden, and the United Kingdom aged 18 years or over. Yamaha employees and their family members, the agencies or anyone professionally connected with this Competition are not eligible for this competition with the exception of Yamaha dealers.
- c) There are ten prizes, five for end-consumers ("Entrant") and five for Yamaha dealers ("Yamaha Dealer").

The prizes for Entrants include each

- of 2 VIP Village Passes for Jerez MotoGP in April 2017
- economy return flights for two from closest airport in city of residence to Jerez de la Frontera
- one night's accommodation for two (twin share or double room) at a 4 star hotel in Jerez de la Frontera

The prizes do not include meals other than the catering service included in the VIP Village Passes, transfers to and from airport, insurance, spending money, rebooking fees, or any other items.

Flights and Hotel will be purchased and booked by Yamaha. Flights may be subject to a stopover. Yamaha will contact the winners to give coordinate destination, airline, date of departure and return. Yamaha will confirm the proposals made in an e-mail so as to avoid any subsequent dispute. To be validated, the participant must accept the proposal by e-mail within no more than four (4) (business days) after receiving the e-mail with the proposal. If the participant does not reply to Yamaha's proposal within that deadline, he/she will lose any right to benefit from this Competition

and will not be able to claim any other proposal, or compensation or exchange value in cash. Yamaha Music Europe will have fulfilled all of their obligations towards the winner.

The prizes for Yamaha Dealers consist each of one VIP Village Pass for Jerez MotoGP in April 2017.

- d) In order to participate, Entrants are asked to register their MusicCast product purchased from January 1 2016 till January 15 2017 on [add link] and enter the following information:
- full contact details: full name, full address, e-mail, and telephone number
  - the product's serial number
  - Number and date of the original purchase receipt -
  - shop where they purchased the product

and to answer a question.

Entries must be made in accordance with the instructions on the submission page on the website [add link]. Submissions will not be accepted by e-mail, post or other means not specified on the aforementioned website. Yamaha cannot be held responsible for any web entries not received due to technical problems.

Yamaha Dealers who sell MusicCast products between January 1 2016 and January 15 2017 participate.

- e) Yamaha will draw the winners out of all Entrants who answered the question correctly.

Yamaha Dealers who sold the products of the winning Entrant will win the prizes for Yamaha Dealers.

### 3. Competition requirement

- a) Yamaha shall not be responsible for monitoring whether the entrants' uploaded content, however Yamaha reserves the right to reject any content that Yamaha may consider to be illegal.
- b) Yamaha reserves the right, with or without cause, to exclude entrants and Yamaha Dealers and withhold prizes for violating any of these Terms and Conditions. Yamaha may do so retroactively and recall the prize.
- c) By entering the competition, all entrants represent and warrant that their entry does not contain any so called samples and/or other copyright material owned by a third party, any personal rights, insults, copyright violations, trademark infringements.
- d) The entrant shall indemnify Yamaha on first demand from any claims by third parties due to the entrant's contribution to illegal content.

### 4. Execution

- a) No cash or alternative prizes available. Prizes are not for resale or transferable. No entrant can win more than one prize.

Winners may pass on their prize in which case a new winner will be drawn with the exception of Yamaha Dealers.

**The winner will be responsible for any taxes and/or additional costs that may be associated with the winning of the prize.**

- b) The prizes will be handed out during the “Gran Premio Red Bull de Espana 2017 “ in Jerez - Spain
- c) The winners will be announced on the official Yamaha Site on 15 February 2017 and will be notified via e-mail within ten working days thereof. All reasonable endeavors will be made to contact the winners during this time.
- d) If a winner does not accept the prize within 14 days of notification, it will revert to Yamaha and may be relocated to another entrant.
- e) If a winner cannot be contacted via email supplied by the entrant the prize will revert to Yamaha and may be relocated to another entrant.

## 5. Disclaimer

Yamaha shall not be liable for any failure to meet this Terms and Conditions where such failure is cause 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 by platforms such as Facebook, 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.

## 6. Liability

Notwithstanding mandatory law, Yamaha’s liability for compensation of damages shall be excluded or limited as defined in this number 6:

- a) Yamaha’s liability shall be unlimited regarding damage from deliberate or grossly negligent violation of duty by Yamaha or one of its legal representatives.
- b) Yamaha shall further be liable where the damage results from negligent violation of essential contractual duties. Essential contractual duties are all of those obligations, the fulfilment of which is a prerequisite for enabling the proper fulfilment of the contract in the first place and upon their compliance the contractual partner may normally trust.  
In this case Yamaha’s liability is, however, limited with regards to the amount, in accordance with the contractually typical foreseeable damage at the time of the conclusion of the contract.
- c) Yamaha’s liability shall not be excluded if the damage occurs from injury to life, body, or health which rests on a deliberate or negligent violation of duty by Yamaha or by one of its legal representatives or where Yamaha is subject to a mandatory legal liability, in particular liability in accordance with product liability law.
- d) As far as Yamaha’s liability is excluded or limited according to the above provisions, this also applies to the personal liability of Yamaha’s legal representatives, employees, staff, and proxies.

- e) Yamaha shall also not be liable for bankruptcy of the organizer of the Jerez MotoGP. Any claims regarding the flight, hotel, and/or race shall be claimed directly from the according host, organizer, etc.

## 7. Privacy

Uses of personal data received by Yamaha in the course of the competition are subject to applicable laws and the privacy policy found on [http://europe.yamaha.com/en/privacy\\_policy/](http://europe.yamaha.com/en/privacy_policy/) .

- a) The following information will be collected by Yamaha for the purpose of administration and execution of the competition:
- name
  - e-mail address
  - address
  - phone number
- b) Entrants consent to being contacted by Yamaha via e-mail or telephone for the purpose of administrating the Competition and their names being published on Facebook.
- c) The collected data will be used only for the execution of this competition and deleted thereafter, unless users have explicitly opted to receive newsletters.

## 8. Other

- a) 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.
- b) These terms and conditions and any disputes or claims arising out of or in connection with them shall be governed by the laws of the participant's country of residence and participants agree that the courts of their country of residence shall have exclusive jurisdiction.