

## DHL & Bryan Adams

### Air Guitar Challenge Terms and Conditions

#### Full Terms and Conditions

1. This Promotion is only open to persons who are aged 18 years or over at the time of entry, excluding employees of Deutsche Post DHL (“the Promoter”), its subsidiary companies and agencies, their immediate families (defined as parents, children, siblings, spouse, and life partners), or anyone professionally associated with this Promotion.
2. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or resides. This Promotion is void where void under local national laws. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Promotion.
3. Purchase is not necessary, but internet access and a valid email address is required.
4. **Promotion Period:** 01.00 CET on 31st August 2019 to 23.59 CET on 27th October 2019.
5. **To Enter:** Visit [inmotion.dhl/Bryan](http://inmotion.dhl/Bryan) and upload a video of your best Summer of '69 air guitar solo.
6. Entrants may enter multiple times during the Promotion Period.
7. **The Prize:** One winner will win a Gibson DHL/ES-235 Special Edition, signed by Bryan Adams. The prize will be presented at a meet & greet event at one of Bryan's live shows.
8. **Further Prize Details and Conditions:**
  - a. The exact location and date of the Prize is at the discretion of the Promoter.
  - b. The Prize includes return economy class flight/train tickets to/from the winner's nearest international airport or train station to the location of the live show.
  - c. The Prize includes a stay in a hotel in a twin/double room (based on shared occupancy) including breakfast.
  - d. The guest must be at least 18 years old at the time of travel. The winner and their guest must travel together in both directions.
  - e. All elements of the prize package must be taken as part of the same trip.
  - f. Tickets are non-refundable and non-transferable.
  - g. The winner and their guest must abide by and are subject to the Airline or train company's published Conditions of Carriage.
  - h. Once tickets have been issued, they are only valid for flights/trains, date and times shown. No alternatives are available. Name changes to the flight/trainseats once confirmed are not permitted.

- i. If a booking is cancelled by the winner, no alternative tickets will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.
  - j. The winner and their guest will require a passport valid for at least 6 months on the date of travel. Any necessary visas or travel insurance are the responsibility of the winner and their guest.
  - k. For the avoidance of doubt, the prize does not include travel/ transportation, accommodation, food, beverages, souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions or any other costs of a personal nature (including spending money) that are not explicitly set out in these terms and conditions and neither the Promoter nor any provider of any part of the Prize will be responsible for any such costs.
  - l. The winner must inform the Promoter of any wheelchair or similar access needs.
  - m. The winner is solely responsible for any additional charges incurred at the hotel during their stay, including without limitation, costs of meals, and a valid credit or debit card may be required to check into your room, and will be used to guarantee any incidentals such as in-room calls or services.
9. **Winner Selection:** All valid entries received by the Promoter during the Promotion Period will be judged to a shortlist of 10 entries by Bryan Adams and adrivo, within 7 working days of the end of the Promotion Period and in accordance with the following criteria:
- a. Unique/Original - Does the entry stand out of from other entries?
  - b. Emotive/Entertaining - Is the entry entertaining and/or does it evoke emotion in the reader?
  - c. Passion - Does the entry reflect the participant's passion for Bryan Adams?
  - d. Number of Upvotes.

The Promoter, Bryan Adams and adrivo will then select the winner from the 10 shortlisted entries within 14 working days of the end of the Promotional Period based on the same criteria.

10. **Winner Notification:** The winner will be contacted via the email address and or phone number provided upon entry within 3 working days of judging and will be required to respond to confirm eligibility plus acceptance of the prize within 3 days of initial contact. In the event that the winner does not respond to communications within 3 days of initial contact, the Promoter reserves the right to disqualify the winner. In the event that the winner is disqualified, the Promoter reserves the right to allocate the prize to an alternative winner selected in the same manner.
11. **Moderation:** The Promoter will reject entries which, in the reasonable opinion of the Promoter:
- a. contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand;
  - b. defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter (including its partners); or
  - c. promotes any political agenda.

12. By entering the Promotion, entrants give their permission for their entries to be used by the Promoter and Bryan Adams without further compensation, over and above the award of the prize, for up to five years for promotion purposes from the date of entry. Copyright will remain with the entrant. However, by entering this Promotion, the entrant agrees to the Promoter and Bryan Adams publishing these entries on their website and possible further use on their website, Facebook, Twitter, Instagram or other social media platforms and during live shows. They also agree to other possible promotional use in media of the Promoter's and Bryan Adam's choosing without any further payment, over and above the award of the prize, for up to one year from the date of entry but with appropriate credit given to the original entrant.
13. The winner will be responsible for any tax liability as relevant with national laws dependant on the resident country of the winner.
14. The Promoter may request that the winners participate in publicity arising from the Promotion. The winner is under no obligation to participate and may decline this request. Participation is at the winner's discretion. The winners agree to allow the Promoter to use their name, and county/country of residence to announce the winners of the Promotion. The Promoter reserves the right to publish the name and county/country of residence of the winners.
15. The Prize is not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason the Prize is not available, the Promoter reserves the right to substitute another prize for it, in its sole discretion, of equal or higher value.
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
17. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
18. All entries must be made directly by the person entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
19. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligations. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be delivered for any technical, delivery or other reason.

20. The full name and county/country of the winner, and their entry will be available by sending an email to [info@inmotion.dhl](mailto:info@inmotion.dhl) with "DHL Bryan Adams Air Guitar Challenge" in the subject line after the 30th June 2019 for 2 months
21. The Promoter is committed to protecting entrants' privacy. Any personal information supplied by entrants will be used and processed by DHL or its associated group companies solely for the purpose of administering the competition and for supplying the information to third parties appointed to administer the competition. The personal data provided is held on secure computer and manual files and may be transferred on a secure server outside the EEA. To see the Promoter's Privacy Policy visit: <http://www.dhl.com/en/legal.html#privacy>.
22. The Promoter reserves the right to refuse to honour any entry or to recover the full value of any prize if it considers there has been an abuse or breach of the Terms and Conditions of this competition.
23. Entries that do not comply with these Terms and Conditions, or where entrants are found to be abusing the Promotion in any way will result in disqualification.
24. In the event of a dispute over the interpretation or implementation of these Terms and Conditions or on any matter related to the promotion, the decision of the Promoter is final, and no correspondence will be entered into.
25. These Terms and Conditions are governed by German law and subject to the exclusive jurisdiction of the courts of Germany. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.
26. A copy of these Terms and Conditions may be obtained by emailing [info@inmotion.dhl](mailto:info@inmotion.dhl) with "DHL Bryan Adams Air Guitar Challenge Terms and Conditions" in the subject line.

Promoter: Deutsche Post (DHL), Fritz-Erler Strasse 5, Bonn 53113, Germany.