

## DHL & Universal Music Group

### DHL Fast Track- Vinyl Giveaway. Terms and Conditions

#### Full Terms and Conditions

1. This promotion is only open to those aged 18 or over, including employees and customers of the Promoter.
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. No purchase is necessary; however internet access is required.
4. **Promotion Period:** Entry between 10:00am BST on the 25<sup>th</sup> October 2021 ('Opening Date') and 23:55 BST on the 9<sup>th</sup> November 2021 inclusive ('Closing Date').
5. **To Enter:** Visit <https://inmotion.dhl/en/universal-music-group/emotional-oranges-merch/> and complete the entry form with your full name, email address, phone number and, if applicable, enter your DHL employee code.
6. All entries must be received by the end of the Promotion Period to be valid and no liability is accepted for incomplete or late entries.
7. Maximum one entry per person. Any entrant submitting multiple entries will be disqualified and any prize entitlement will be void. The Promoter reserves the right to determine, in its sole and absolute discretion, whether a participant has already submitted an entry and to disqualify any subsequent entries or prize entitlement. Maximum of one prize per person.
8. **Prizes:**
  - a. **There are 5 Main Prizes in total:** Each winner will receive one (1) limited edition Emotional Oranges merchandise t-shirt in the size of their choosing. Whilst all effort will be made, sizes cannot be guaranteed; if their selected one isn't available then they will receive the next closest size available. The t-shirt has been designed by Emotional Oranges and made from 100% recycled cotton. They will also receive one (1) limited edition digital merchandise piece. This is a one-of-a-kind garment that only exists digitally. Winners will be able to submit an image of their choosing, which will digitally overlay the digital merchandise piece. Images the Promoter considers (in their absolute discretion) to be offensive, dangerous, vulgar, offensive, indecent, illegal or racist will not be accepted. Two (2) of these prizes will be reserved for and awarded to DHL Employees

- b. **There are 195 runners-up Prizes in total:** Each runner-up will receive one (1) limited edition Emotional Oranges merchandise t-shirt in the size of their choosing. Whilst all effort will be made, sizes cannot be guaranteed; if their selected one isn't available then they will receive the next closest size available. The t-shirt has been designed by Emotional Oranges and made from 100% recycled cotton. Forty (40) runners-up prizes will be reserved for and awarded to DHL Employees.
- 9. The Prizes are non-transferable, are not exchangeable and have no cash or other alternative in whole or in part.
- 10. The Promoter reserves the right to offer alternative prizes, of equal or greater value, should the advertised Prizes become unavailable for reasons beyond their control.
- 11. **Winner Selection:**
  - a. All customer entries received during the promotion period will be placed into a random prize draw conducted by an independent third-party within 5 (five) working days of the Closing Date. The 3 Main Prize winners will be the first 3 entries randomly selected and they will receive the main prize as outlined in 8a.
  - b. A second prize draw will be conducted for DHL employees only (all entrants who signed up using a DHL code). All DHL employee entries received during the promotion period will be placed into a random prize draw conducted by an independent third-party within 5 (five) working days of the Closing Date. The 2 Main Prize winners will be the first 2 entries randomly selected and they will receive the main prize as outlined in 8a. The Promoter reserves the right to draw alternative DHL employee winners if the Promoter is unable to validate their DHL employee status.
  - c. All customer entries received during the promotion period will be placed into a random prize draw conducted by an independent third-party within 5 (five) working days of the Closing Date. The 155 runners-up will be the first 155 entries randomly selected and they will receive the prize as outlined in 8b.
  - d. All DHL employee entries received during the promotion period (all entrants who signed up using a DHL code) will be placed into a random prize draw conducted by an independent third-party within 5 (five) working days of the Closing Date. The 40 runners-up will be the first 40 entries randomly selected and they will receive the prize as outlined in 8b. The Promoter reserves the right to draw alternative DHL employee runners-up if the Promoter is unable to validate their DHL employee status.
- 12. The prizes will be delivered to the winners and runners-up within 28 days of the production and delivery of the t-shirts to the Promoter on 1<sup>st</sup> December 2021. The promoter cannot accept any responsibility for delays in shipping due to factors outside of their control.
- 13. Whilst the Promoter will take all reasonable steps to ensure that its obligations under clause 12 relating to meeting specific timeframes for Prize delivery are met, the Promoter shall not be liable in any way for its inability to meet these timeframes resulting from an outbreak of Covid-19 either within its own business or within the Prize delivery supply

chain. Should Covid-19 affect the Promoter's ability to meet these deadlines, it will fulfil its obligations under clause 12 as soon as is reasonably possible after its and/or its third-party fulfilment providers resume business as usual.

14. The winners will be responsible for any tax liability and customs as relevant with national laws dependant on their country of residence.
15. **Winner Notification:**
  - a. Prize winners will be contacted via the email address provided upon entry within 4 working days of the random prize draw and will be required to respond to confirm eligibility, by providing proof of age, plus acceptance of the prize within 7 days of initial contact. In the event that a winner does not respond to communications within 7 days of initial contact, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve winner selected in the same manner.
  - b. It is the responsibility of each Winner and Runner-Up to complete an online form, confirming their delivery and email address.
  - c. The Promoter cannot accept any responsibility if a Winner provides incorrect delivery details.
  - d. The Promoter reserves the right to verify all Winners and ask for proof of full name and age and to disqualify an entrant where there are reasonable grounds to believe the entrant has breached these terms and conditions.
16. All personal data will be held in accordance with all relevant data protection legislation currently in force. To view the Promoter's Privacy Policy visit: <http://www.dhl.com/en/legal.html#privacy>. The Promoter will only use personal data for the administration of this Promotion and for no other purpose unless consent is given. The Promoter will only share personal data with their Fulfilment Partners for the purposes of and in order to fulfil this Promotion.
17. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete entries, entries submitted by or via third parties or syndicates, entries submitted by macros or other automated means, and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that participant's entries will be disqualified and any prize awarded will be void.
18. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Promotion or as a result of accepting or participating in any prize.

Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.

19. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies. Proof of submission of entry is not proof of receipt of entry. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications.
20. 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.
21. If you are a winner of the Promotion, you agree that the Promoter may use your name, and town or Country of residence to announce the winners of this Promotion.
22. By entering the Promotion, entrants confirm that they have read and agree to be bound by these Terms and Conditions.
23. If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to terminate, modify or suspend the Promotion.
24. The Promoter, will not be liable for any failure to comply with its obligations or delay in performing its obligations, if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God or any other circumstances beyond the control of the Promoter.
25. The first name & county/Country of residence of the winners can be requested by sending an email to [hotline@dhl-sponsorships.com](mailto:hotline@dhl-sponsorships.com) with "DHL UMG EO Merch Giveaway - WL" in the subject line.
26. The Promoter's decision is final and binding in all matters relating to this Promotion, and no correspondence shall be entered into.
27. 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.
28. These Terms and Conditions are governed by German law and subject to the exclusive jurisdiction of the courts of Germany.

**Promoter:** DHL Express Global, Fritz-Erler Strasse 5, Bonn 53113, Germany