Game of Skill Terms and Conditions for Midnight Oi's 'Concert Memories' competition

1. Information on how to enter and prizes form part of these conditions. By entering this promotion, participants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

2. Entry is open to residents from Australia, New Zealand, North America, Europe (Including United Kingdom), and South America.

3. Employees of the Promoter and their immediate families and agencies associated with this competition are not eligible to enter this competition.

4. To enter, participants must:

(a) fill in the entry form found on https://www.midnightoil.com/midnight-oil-concert-memories/

(b) in 25 words or less, share a written account of Midnight Oil concert experience

(c) upload a photo or video

5. The competition commences at 09:00 (AEDT) Friday 30 September 2022 and closes at 17.30 (AEDT) Friday 25 November 2022.

6. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period for each prize will not be considered for the competition.

7. A maximum of one entry per person per day is permitted.

8. This competition is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on their merits based on originality and creativity.

9. Judging will take place during the dates outlined as the "Competition Closes" period outlined in clause 10 at the Promoter's premises located at 46 Buckingham St, Surry Hills NSW 2010. Entries will be judged by a panel of judges from the Promoter.

Prize

10. The winning entry received by the "Competition closes" date will receive a "10-1" album vinyl hand signed by Midnight Oil.

11. The prize is not transferable and is not redeemable for cash. The judges 'decision is final and binding - no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way.

12. Entrants warrant that:

• Their entry is original and does not infringe the intellectual property rights of any third party; and

• Their entry does not contain any content that is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, is obscene or offensive or violates any law.

13. By entering this promotion, the participant grants the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the entry at any time. This includes, but is not limited to, the right to display the entry or any part of the entry in whole or in part in any media, including on the Midnight Oil website, Midnight Oil Facebook page, Midnight Oil Twitter page, and Midnight Oil Instagram page. The participant acknowledges that they will not be entitled to any compensation for this continued use.

15. The winners will be notified via email within five days of being selected as the winner of a prize

16. Entry details remain the property of the Promoter and to the extent permitted by law, the Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of entering this competition, accepting and/or using a prize, except for any liability which cannot be excluded by law. Winners' names, and their entries, may be published on the Midnight Oil website in addition to any of Midnight Oil's social media pages.

17. In the event that a winner is disqualified as described in clause 17, the judges will select an alternate winner to receive the prize.

18. To the extent permitted by law, the Promoter reserves the right to disqualify an entrant or cancel, terminate, modify or suspend the competition without liability to the entrant.

19. Any information collected from this competition will be collected, disclosed and used in accordance with the Promoter's privacy policy, which is located <u>here</u>.

20. This competition is in no way sponsored, endorsed or administered by or associated with Facebook. Entrants release Facebook from any and all liability resulting from this competition.

21. The Promoter is ELEVEN: A MUSIC COMPANY PTY. LTD. ABN 59 093 405 111 of 46 Buckingham St, Surry Hills NSW 2010.