

Terms & Conditions

1. INTRODUCTION

- 1.1 This competition is operated by Ticketmaster UK Limited company number 02662632, whose registered office is at 4 Pentonville Road, London N1 9HF (“**We**”, “**Our**”, “**Us**”).
- 1.2 The following terms and conditions (“**Terms and Conditions**”) apply to a competition to win a ‘VIP Experience for a performance of Muse, as detailed under the Prize heading in clause 2.1 (“**Competition**”). The Competition is run through Our YouTube page (<http://www.youtube.com/user/UKTicketmaster>).
- 1.3 Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter the Competition, how the Competition will be run and the circumstances in which We may withhold all or part of the Prize and/or disqualify you. By submitting an entry for the Competition, you agree to be bound by these Terms and conditions and agree that you grant Us the right to use your entry as set out below.
- 1.4 These Terms and Conditions are in addition to terms of Our privacy policy www.ticketmaster.co.uk/legal/privacy, which governs how We may use the data We collect from you. By submitting your entry, you will be added to Our database and be indicating your consent to receiving general communications from Us in accordance with Our privacy policy.
- 1.5 Entries selected by Us may, in Our absolute discretion, be uploaded by Us onto Our pages on YouTube. This is explained in more detail in clause 5, but please do not submit an entry unless you consent to this.
- 1.6 We reserve the right to disqualify your entry if We have reasonable grounds to believe that you have breached any of these Terms and Conditions.
- 1.7 We reserve the right to suspend, cancel or modify the Competition at any time (and for any reason) without notice.

2. DEFINITIONS

- 2.1 In these terms and conditions (except where a different interpretation is necessary in the context) the words and expressions set out below shall have the following meanings:

Prize

Each of the 4 (four) winners will receive a ‘VIP Experience’ for two people for the Muse performance to be chosen by the judging panel from the following:

- Ricoh Stadium Coventry – 22/05/2013
- Emirates Stadium London – 25/05/2013
- Emirates Stadium London- 26/05/2013
- Etihad Stadium Manchester – 01/06/2013

which includes:

- Backstage tour;
- Meeting the band;
- Photo pass;

- Meal at tour catering area (selection of starters, main courses and desserts available); and
- Ticket for the Muse performance.

Entry Criteria	To enter, upload a video of yourself performing to your favourite Muse song, between the Start Date and the End Date. For full details, please see condition 4 (Entry Requirements)
End Date	14 th May 2013
Notification Date	17 th May 2013
Start Date	30 th April 2013

3. ELIGIBILITY

3.1 To enter the Competition you must:

- (a) be resident in the United Kingdom;
- (b) be able to comply with all the Terms and Conditions;
- (c) be at least 18 years old.

3.2 You must not be an employee, agent or a director of, or a member of the family of an employee, agent or director of:

- (a) Us or any of Our associated companies or subsidiaries;
- (b) Brontone Limited, its associated companies or subsidiaries;
- (c) S.J.M Limited, its associated companies or subsidiaries; or
- (d) any advertising agency or web company connected with Us.

3.3 You can only enter this Competition once.

3.4 We reserve the right to verify the eligibility of entrants. We may request such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entrant and Prize may be withheld until and unless We are satisfied with the verification.

4. ENTRY REQUIREMENTS

4.1 To enter, upload a video of yourself performing to your favourite Muse song to <https://ticketmasteruk.wetransfer.com/> between the Start Date and the End Date. The video you submit must: (i) be in .flv, .wmv, .mov, .mpeg or .avi. format; (ii) be no longer than four (4) minutes, the frame size; (iii) have a quality of 480x360 or higher; and (iv) be no larger 2GB.

4.2 Entries to the Competition must be received by us between the Start Date and the End Date (inclusive). Any entries received by Us outside this period shall not be considered regardless of the reason.

4.3 We shall be entitled to disqualify any entry which We believe: (i) include false or misleading information; or (ii) otherwise breaches these Terms and Conditions.

5. YOUR ENTRY

5.1 By entering the Competition you agree that:

- (a) We will be the owner of the intellectual property rights in your entry and to this end you will assign to Us, with full title guarantee, all intellectual property rights in your entry (other than those already owned by any third party);
- (b) you will irrevocably waive all moral rights in your entry;
- (c) you consent to the exploitation by Us (or any third parties We authorise) of your entry in any way We see fit and in any media and at Our sole discretion, in particular (but without limitation) you consent to Us publishing your entry on Our YouTube page (<http://www.youtube.com/user/UKTicketmaster>);
- (d) you agree that We can issue publicity relating to your entry and use and publish your entry for such purpose;
- (e) you agree that you are not entitled to publish, display or use your entry other than for the purposes of entering the Competition;
- (f) you will sign such documents as We reasonably request to confirm this;
- (g) you agree that you will not be entitled to any payment for any of the above.

5.2 You warrant that your entry (i) has not been copied from elsewhere; (ii) is not defamatory, indecent, offensive, unlawful, obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive; (iii) does not promote political positions or actions, encourage conduct that would be considered a criminal offence, give rise to civil liability, violate any law, violate any third party's rights, contain advertisements or solicitations of business, include false or misleading information; (iv) is not otherwise inappropriate; (v) does not feature any third party or contain any third party material which you have not obtained permission to use; and/or (v) does not otherwise breach these Terms and Conditions.

5.3 Unfortunately, We cannot be held responsible for entries which are lost or corrupted or for any entries to the Competition which We do not receive as a result of any technical error, however caused. In addition We cannot accept any liability for any difficulties experienced in submitting an entry. Proof of entry or submission will not be proof of receipt.

6 JUDGING

6.1 We will review all entries received by Us which comply with these Terms and Conditions.

6.2 We will select, in Our opinion, the best four (4) entries. The entrants who submitted those entries will be the winners of the Competition.

6.3 The winner(s) of the Competition will be notified by email or telephone within five (5) days of the Notification Date. It is the responsibility of entrants to notify Us of any change of contact details. Proof of identity may be required.

6.4 We will have the right to disclose the name of the winner(s) and their city/town of residence. By entering the Competition, you expressly agree to permit such disclosure if you are the winner.

6.5 The Prize should be claimed by the relevant winner within five (5) days of notification. If the potential winner cannot be contacted or the Prize notification is returned or is undeliverable, such potential winner forfeits all rights to any Prize, and an alternate winner may be selected by Us in Our absolute discretion.

6.6 Winners shall not resell, offer for hire or otherwise transfer the Prize to any third party.

6.7 In all matters Our decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.

7. PRIZE

7.1 The winner(s) will receive the Prize, provided that the winner has fully complied with these Terms and Conditions, in particular with its obligations under clauses 4 and 5. If the Prize (or any part thereof) is supplied by a third party, the Prize will be awarded to the winner(s) subject to the relevant third party's terms and conditions (if any). We do not endorse any Prize supplied by a third party nor do we endorse the third party supplier.

7.2 The Prize will be available for the winner on the date of the Muse's performance as selected by the judging panel.

7.3 Only one winner (and their companion) can attend each performance of the Muse. If you are the winner and cannot attend on the night allocated to you, you forfeit all rights to the Prize and an alternate winner may be selected by Us.

7.4 We reserve the right to provide a substitute prize of similar value should the need arise.

7.5 An unclaimed Prize may not be awarded. The Prize is strictly non-transferable and no cash alternative is offered.

7.6 The winner and their companion will be solely responsible for their own accommodation and travel and all other expenses in connection with the Competition and the Prize. We assume no responsibility and are not liable for any costs, charges or expenses which any winner may be required to pay at any time in connection with the Competition or the Prize. The winner and the winner's companion shall at all times be subject to the Prize ticket terms and conditions and venue rules.

7.7 Each and every element included in the Prize (other than a ticket) is provided by Brontone Limited. We accept no responsibility for the quality or delivery of any such product and/or service.

7.8 You agree that if you are the winner, you consent to Us using your name and/or image in publicity for the Competition and in such promotional materials as We see fit, whether now or in the future, anywhere in the world.

8. LIMITATION OF LIABILITY

8.1 We cannot be held responsible for any costs incurred by you in entering a Competition (whether or not such entry is successful) or in relation to you taking part in a Competition.

8.2 We will not be responsible for any losses you suffer as a result of Our breach of these Terms and Conditions unless those losses were reasonably foreseeable to you or Us at the date you enter a Competition.

8.3 We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Competition for:

(a) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or

(b) any loss of goodwill or reputation; or

(c) any special or indirect or consequential losses; however caused.

8.4 Nothing in these Terms and Conditions shall exclude or limit Our liability:

(a) for death or personal injury resulting from Our negligence or a deliberate act or omission of, Ours or any of Our officers, employees or agents;

(b) for fraudulent misrepresentation; or

(c) to the extent that such liability cannot by law be excluded or limited.

8.5 We will not be liable for any damages or losses as a result of failure by Us to deliver the Competition, the Prize or any other prizes as a result of any circumstances outside of Our direct and reasonable control including, but not limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and/or failure or lack of reception of telephone or mobile telephone networks.

9. YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

9.1 You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Us as a result of any breach by You of these Terms and Conditions.

9.2 Nothing contained in these Terms and Conditions shall affect any statutory rights to which you may be entitled as a consumer.

10. YOUR DATA

Your personal data will be used solely in accordance with current data protection legislation and in accordance with Our privacy policy (available via the hyperlink at Condition 1.4 above) which governs Our use of personal data we collect from you.

11. GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with English law and any dispute arising from them shall be subject to the exclusive jurisdiction of the English courts.

12. ENQUIRIES

For all enquiries, comments, feedback or further information please contact prizedraws@ticketmaster.co.uk.