

DOPE LEMON PINK CADILLAC COMPETITION T&Cs

We're running a competition (**Competition**) to give Dope Lemon fans the chance to win:

- 1 x Restored Pink Cadillac valued at approximately AUD\$69,000 (the **Prize**)

If you want to be in it to win it, please read the terms below along with accompanying information on how to enter (**T&Cs**). Your entry into the Competition is deemed your acceptance of these T&Cs.

1. PROMOTER

- 1.1 The Promoter is BMG Rights Management (Australia) Pty Ltd (ACN 605 518 312) having its registered office at Level 3, 270 Devonshire Street, Surry Hills NSW 2010 Australia. (**Promoter**).

2. ELIGIBILITY

- 2.1 Entry is only open to Australian residents over 18 years of age with a valid and current Australian driver's licence and email address.
- 2.2 Employees, participating retailers and agents of Promoter or any company associated with the Promoter, and their immediate families are not eligible to enter the Competition. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, auntie, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

3. ENTRY

- 3.1 The Competition will be open from 12PM AEST on 2 September 2021 and entries close at 5PM AEST on 18 August 2022. All entries are deemed to be received at the time of receipt NOT at the time of sending by entrants. Late entries will not be eligible.
- 3.2 To enter the Competition, entrants must purchase Dope Lemon's album "Pink Cadillac" (the **Album**) from the official Dope Lemon store (<https://dopelemon.myshopify.com>) or the Sound Merch store (<https://store.sound-merch.com.au/collections/dope-lemon>). Entrants will automatically be entered upon purchase of the Album. Any cost associated with accessing the Competition page is the entrant's sole responsibility and dependent on the Internet service provider used.
- 3.3 Entry is limited to once per person.
- 3.4 For entry to be successful, the entrant must:
- (a) Enter their full legal name, valid email address and all details required for purchase of the Album;
 - (b) Acknowledge acceptance of these T&Cs;
 - (c) Warrant that the content of their entry is truthful, accurate and complete, as well as otherwise compliant with these T&Cs.
- 3.5 Entrants accept that incomplete and illegible entries, as well as entries that breach these T&Cs, will be deemed invalid, as determined by the Promoter in its sole discretion. The Promoter will also disqualify any individual who has tampered with the entry process or any other aspect of this Competition. In particular, computer-generated entries and the use of "scripting" is not permitted and will not be accepted.
- 3.6 The Promoter is not responsible for any misdirected, late or incomprehensible entries in the Competition, or any problems or technical malfunctions of any telephone network, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any

injury or damage to entrants or any other person's computer related to or resulting from participation in in this Competition.

3.7 The Promoter will collect personal information about entrants for the purposes of conducting the Competition and awarding the Prize. The Promoter will collect and store all personal information in accordance with the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the Promoter's Privacy Policy (which can be found at <https://bmg.com/au/privacy-policy.html>). In addition, it is a condition of entry into the Competition that:

- (a) all entrants consent to subscribing to direct marketing communications from the Promoter about Dope Lemon, including information about upcoming tours, releases and merchandise;
- (b) the Winner consents to the publication of their name in any advertisements or articles relating to the Competition or the Prize; and
- (c) the Winner agrees to participate in any media releases which may include photographs of the Winner by the Promoter.

4. WINNER

4.1 The competition is a 'game of chance' lottery whereby the Promoter will randomly draw an entrant (one entrant) by a lot allocated at entry as per clause 3 (**Winner**). The draw will take place via an electronic draw system at the Promoter's registered offices. The Winner will be drawn at 1pm AEST on 25 August 2022. The Winner will be announced on 8 September 2022 and will be published as the Winner on the same date via the official Dope Lemon Instagram page (<https://www.instagram.com/dopelemonmusic/>).

4.2 The Winner will be notified through the contact details provided in their entry. If the Prize is not claimed by the winner, or the Winner's identity cannot be verified in accordance with these T&Cs, within seven (7) days of receipt of notification of their winnings by the Promoter (or any later period set by the Promoter by written notice to the Winner as extended by the Promoter), the Prize will be forfeited and will be awarded to an alternate winner (**Alternate Winner**).

4.3 At the Promoters sole and absolute discretion, the Winner may be required to verify their identity, validity of Australian driver's licence and proof of purchase of the Album, at the time of notification. The Promoter in its absolute discretion reserves the right to verify the validity of the entrant's identity (including an entrant's identity, age and place of residence), including by way of a statutory declaration, and to disqualify entrants if any information provided by an entrant is false or misleading in any way. If the Winner does not verify their identity, driver's licence or proof of purchase of the Album upon the request of the Promoter within seven (7) days of the request (or any later period set by the Promoter by written notice to the Winner as extended by the Promoter), the Prize will be forfeited and will be awarded to an Alternate Winner.

4.4 If the Winner is unavailable to accept delivery of the Prize at the scheduled delivery time, the Winner agrees and acknowledges that it will forfeit the Prize and that the Promoter may award the Prize to an alternate winner.

4.5 The Alternate Winner will be decided by redraw of all entries and notified through the contact details provided in their entry, on the same terms as clause 4.2, 4.3, and 4.4. If required, the redraw will occur on 1 September 2022, at 1pm AEST on the same conditions as clause 4.1. The details of the Alternate Winner will be published on 15 September 2022 on the official Dope Lemon Instagram page (<https://www.instagram.com/dopelemonmusic/>). For the purposes of these T&Cs, where an Alternate Winner has been decided, the Alternate Winner shall also be referred to as the Winner.

4.6 The Promoter's random draw of the Winner or any other aspect of the Competition is final and binding on each entrant who enters and no correspondence will be entered into.

4.7 Once the Prize is claimed, the Winner will have their name published on the Dope Lemon social media pages and various other media for promotional purposes.

5. PRIZE

5.1 1 x Restored Pink Cadillac.

The Restored Pink Cadillac is valued at approximately AUD\$69,000 as of 12 July 2021. Any change in value of the prize occurring between the publishing date and date the Prize is claimed is not the responsibility of the Promoter.

The Prize includes the Vehicle Registration and Roadworthy Certificate in the State of New South Wales for the relevant year the Prize is awarded. All risk, costs, and expenses of the Prize from the time that delivery is complete to the Winner is the sole responsibility of the Winner.

5.2 The Promoter takes no responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, roadworthiness, safety, or any other cost, liability, or damage, from date of delivery. The Winner will be responsible for arranging and paying for all relevant fittings or additional checks, certificates and registrations required by their relevant State Road Traffic Regulations.

5.3 The Winner agrees to complete and execute all reasonably necessary documentation required by the Promoter to release liability and transfer all risk, right, title, and interest to the Winner (including, without limitation, a deed of release).

5.4 The Prize is non-exchangeable for other goods or services and cannot be redeemed for cash.

5.5 If for some reason beyond the Promoter's control, it is not possible to supply the Prize as advertised, the Promoter will be entitled to supply a substitute prize in the Promoter's discretion of equal or greater value.

5.6 The Prize is provided 'as is' and to the extent permissible by law, the Promoter makes no warranties or representations regarding the appearance or suitability of the Prize, and any photos are illustrative only and should not be relied upon as an accurate description of the Prize (noting image quality will vary based on size and resolution of display). Notwithstanding, the Promoter limits its liability for breach of any guarantee, warranty or other term or condition under applicable legislation to:

- (a) the replacement of the Prize or the supply of an equivalent prize;
- (b) the repair of the Prize;
- (c) the supplying of the Prize again;
- (d) the payment of the cost of replacing the Prize or of acquiring an equivalent prize;
- (e) the payment of the cost of having the Prize repaired; or
- (f) the payment of the costs of having the Prize supplied again.

5.7 Winners are advised that tax implications may arise from prize winnings and they should seek independent financial advice prior to acceptance of the Prize.

6. DELIVERY OF PRIZE

6.1 The Prize will be delivered to the Winner subject to Winner's compliance with these T&Cs .

6.2 The Promoter will be responsible for the cost of shipping and insurance and agrees to bear the risk and liability of shipping the Prize to the Winner, until the Prize is delivered to the Winner.

6.3 On delivery of the Prize to the Winner, all right, title and interest in the Prize passes to the Winner, free from all encumbrances.

6.4 The Winner acknowledges that the delivery date and receipt of the Prize is dependent on the shipping timeframe to their location and agrees to not hold the Promoter responsible for delayed delivery or delivery faults beyond the Promoter's control.

7. GENERAL

7.1 The Competition is licenced in the following Australian States and Territories:

- 7.1.1 New South Wales Authority Number NTP/02427;
- 7.1.2 South Australia Licence Number T21/1306; and
- 7.1.3 Australia Capital Territory Permit Number TP 21/01432.1.

7.2 If the Competition is not capable of running as planned due to any reason out of the Promoter's control (including, but not limited to fraud, a state of emergency, natural disaster, war, epidemic, pandemic, government order, technical failures or any other causes), or if the administration, security, fairness, integrity or proper conduct of this Competition is compromised or at risk of being compromised, the Promoter reserves the right without liability to the entrants to cancel, modify, terminate, or suspend the Competition.

7.3 The Winner is determined in accordance with Clause 4 by electronic random draw with SA Approval No. 959 and NSW Approval No. 525 (the **Draw Provider**). An independent scrutineer in accordance with the *Community Gaming Regulation 2020* (NSW) will be engaged to oversee the draw. The Scrutineer will be appointed to confirm that the processes followed by the Promoter provide reasonable assurance that all entrants who are entitled to participate in the Promotion are entered and that the Promotion is fair. In the event of a dispute that representative will act as an adjudicator and their decision will be final and no correspondence will be entered into.

7.4 Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) and any Related Bodies Corporate (as that term is understood to mean under *Corporations Act 2001* (Cth)) are not responsible for and exclude all liability (including negligence), for any personal injury; or any claim, loss, or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these T&Cs; (e) any tax liability incurred by a Winner or entrant; or (f) use or non-use of the Prize.

7.5 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.6 These Terms and Conditions constitute the entire agreement between each entrant and the Promoter.

7.7 These Terms and Conditions shall be governed by the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts in that State.