

## Rules and Regulations „ESC 2020 Heatmap“ – Promotion

NO PURCHASE REQUIRED TO ENTER:

STREAMING THE PLAYLIST WILL NOT ENHANCE THE CHANCES OF WINNING.

These Rules & Regulations apply to your participation in the “ESC 2020 Heatmap” – promotion (“Promotion”) via the Internet website [music.digital/streamingcompetition/esc-heatmap/#/](https://www.universal-music.de/streamingcompetition/esc-heatmap/#/) (“Website” or “campaign website”) administered by Universal Music GmbH. The personal names (e.g., participants/entrant, winner, etc.) used herein in masculine form for purely language economics purposes include individuals of each sex (m / f / d).

### **PARTIES**

1. Organizer of the Promotion  
Organizer of the Promotion is Universal Music GmbH, Stralauer Allee 1, 10245 Berlin, Germany (“Universal Music“). In addition to the above-mentioned competition website, the organizer operates its own company website <https://www.universal-music.de/> and its official Social Media accounts (e.g. Facebook, Instagram, Twitter). Imprint as well as information on security and privacy may be found at: <https://www.universal-music.de/rechtliche-hinweise/security-and-privacy>
2. Participant  
Participant is any natural person who enters the Promotion by accepting these Rules and Regulations, thereby using the services of the organizer.

### **ELIGIBILITY**

1. Entitled to participate is any natural person (in his own name) who accepts these Rules & Regulations and is resident one of the following countries: Albania, Armenia, Australia, Austria, Azerbaijan, Belarus, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Malta, Moldova, North Macedonia, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovenia, Spain, Sweden, Switzerland, The Netherlands, Ukraine, oder United Kingdom (each and collectively referred to as “Eligible Country”).
2. The minimum age for participation is 18 years old. The organizer is entitled to request at any time the participant / winner to prove his legal age. If this proof is requested by the organizer and is not provided by the participant within the specified period, the organizer is entitled to exclude the minor participant / winner from the participation / the winners position.
3. Legal representatives and employees (as well as their relatives) of the organizer, of affiliated companies of the organizer as well as companies involved in the promotion are not eligible to participate.
4. The organizer is at all times entitled to exclude participants from participation in the above-mentioned promotion, provided that it violates these Rules & Regulations, in particular in the case of multiple participations (e.g. under several names, accounts or e-mail addresses).

### **START AND END OF THE PROMOTION**

1. The Promotion starts on 10<sup>th</sup> of May 2020 at 10:00 German time (CEST). The Promotion ends on the 16<sup>th</sup> of May at 23:59 German time (CEST) (“Closing date”).
2. By the closing date, all provisions of these Rules & Regulations must be met in order to participate in the contest.

### **TERMINATION AND RESTRICTION OF THE PROMOTION**

1. The organizer reserves the right to restrict or discontinue individual services and functions on the website at any time and without stating reasons.
2. The organizer reserves the right to cancel or end the contest if there are objective reasons for doing so. In such a case, the participants are not entitled to any claims against the organizer.

### **PARTICIPATION ACTION (REQUIRED ACTION TO ENTER THE PROMOTION)**

1. To participate in the Promotion, the entrant must carry out the following actions which are described on the campaign website:

Stream the ESC Playlist which is displayed on the campaign website via the campaign website in the own Spotify Account of the participant. If the entrant wants to stream the ESC Playlist, he needs a Premium Subscription with Spotify.

ATTENTION: BY CLICKING THE SKIP-BUTTON WHICH IS DISPLAYED ON THE CAMPAIGN-WEBSITE, THE ENTRANT MAY SKIP THIS STEP ENTIRELY AND DIRECTLY REGISTER FOR THE PROMOTION VIA ENTERING HIS NAME AND EMAIL-ADDRESS. STREAMING THE ESC PLAYLIST IS EXPLICITLY NOT A REQUIRED ACTION TO ENTER, BUT VOLUNTARILY.

When logging in via Spotify for the first time, the entrant has to choose one of the displayed countries, because he will represent the selected country and collect points for this country in the Promotion. When the entrant is connected with Spotify, the integrated player on the campaign website will play the ESC songs of 2020. Now every song the entrant listens to counts: The more the entrant plays them, the more points he collects for himself and his selected country. And it doesn't matter which songs from the playlist he listens to, he can skip or listen to specific songs again and again: With every song he listens to, he and his selected country earn one point.

HOWEVER, THE AMOUNT OF THE COLLECTED POINTS DOES NOT HAVE ANY INFLUENCE ON THE CHANCES TO WIN A PRIZE. EVERY PARTICIPANT HAS AN EQUAL CHANCE OF WINNING. PLUS, ENTRANTS DO NOT HAVE TO LOGIN VIA SPOTIFY AND STREAM THE ESC PLAYLIST AT ALL. ENTRANTS MAY ENTIRELY SKIP THE LOGIN WITH SPOTIFY VIA A SKIP BUTTON WHICH IS DISPLAYED ON THE CAMPAIGN-WEBSITE, AND THUS DIRECTLY ENTER THE PROMOTION.

Furthermore, the participant must provide the following contact details for entering the Promotion: e-mail address and name and, voluntarily, for the login with Spotify, his login details of his Spotify-Account. The participant is solely responsible for the correctness of the contact data he provides. The organizer is not obliged to determine correct contact data.

2. The participant is not permitted to use software programs, algorithms or other manipulations to artificially influence the position/rank in the Promotion. The participant must carry out the required action himself through his own personal action.

### **SPECIAL TERMS FOR SPOTIFY**

1. Spotify is not involved in this Promotion as such. The organizer is solely responsible for this Promotion and therefore also the sole contact person of the participant / winner. In order to participate in the Promotion the participant needs to have a premium subscription at Spotify. This provider stipulates its own requirements for the use of its service in its own terms of use. In addition, this provider also has its own privacy practices. It may occur that personal data of the participant is transmitted by this service provider to countries outside the European Union where it is stored and processed.
2. The organizer has no influence on the nature and extent of the data processed by the provider, the method of processing and use or the disclosure of this data to third parties, in particular to countries outside the European Union. Information about which data is processed by the provider and used for which purposes, can be found in the privacy policy of the provider.
3. Usually, Spotify offers premium subscriptions for free, at least temporarily, during a trial or offer phase. However, ultimately it is the decision of the participant, whether he purchases a paid subscription to a provider.

### **SELECTION PROCESS AND NOTIFICATION OF THE WINNERS**

1. The winners will be selected from among all participants regardless of the number of streams, regardless of the country represented and usually immediately after the closing date within 3-5 working days in the following way: randomly by lottery.
2. The notification of each winner takes place usually immediately after the closing date within 3-5 working days and in the following way: by e-mail as specified by the participant.
3. The notified winner must declare his acceptance of the prize by a clear answer in the same manner of the win notification at the latest by 22:00 German time (CEST) on the day following the day of notification; if the organizer sets a different deadline, the winner must declare acceptance within the deadline set in the win notification ("Grace Period"). If the winner does not respond to the win notification within the Acceptance Period, the organizer will set the winner a new deadline ("grace period") for acceptance of the prize, if possible. If the winner also fails to respond within this Grace Period, he/she will lose his/her winning position and the organizer will select a new winner.

### **PRIZE**

1. As part of the Promotion, there is a chance to win the following prize:

41 x 1 Double-CD "Eurovision – A Tribute To The Artists and Songs", retail value approximately 20€ (<https://shop.eurovision.tv/product/official-esc-2020-cd-free-coaster-set/>).

41 x 1 Official Medal ESC 2020 in Coincard, retail value approximately 13€ (<https://shop.eurovision.tv/product/official-medal-esc-2020-in-coincard/>)

41 x 1 Scarf Open Up, retail value approximately 16€ (<https://shop.eurovision.tv/product/scarf-2020-open-up/>)

41 x 1 Lanyard Open Up, retail value approximately 6€ (<https://shop.eurovision.tv/product/lanyard-esc-2020-open-up/>)

41 x The Moroccanoil Set: 1x 70ml Hydrating Shampoo, 1x 70ml Hydrating Conditioner, 1x 75ml Intense Hydrating Mask, 1x 25ml Moroccanoil Treatment, 1x Blue Travel Bag, retail value approximately 130€

This means that there will be 205 winners and each one receives one of the above-mentioned prizes.

2. The prize may not be paid or transferred to other persons.
3. Any additional costs and expenses, e.g. travel, accommodation, catering or similar costs, will not be borne by the organizer.
4. If tickets for events and concerts are part of the prize, the following also applies:  
It may happen that the organizer himself receives the tickets only shortly before the event. The tickets can be sent by post to the address given by the winner in an Eligible Country or as an electronic ticket to the e-mail address given. Tickets can also be deposited at the venue. The winner will be informed of the specific transmission method in the context of the win notification. In the event of guest list seats being allocated, the names of the winners and any accompanying person to be nominated by the winner will be sent to the respective concert organizer. The winner and accompanying person must ensure that they are able to identify themselves at the event.

Instructions of the security personnel and the employees of the organizer in connection with the event on site must be followed.

The organizer has no influence on the postponement or cancellation of events, concerts, etc. In such a case, the organizer reserves the right to determine an adequate prize as an alternative. As soon as the organizer has information about possible changes, catch-up dates, etc., he will usually announce this on the respective campaign website during ongoing Promotions. If a promotion has already ended, the organizer will contact the respective winner(s) directly.

The conditions of the respective concert organizer and ticket provider apply.

5. If material prizes (e.g. merchandise items, CDs, etc.) are part of the prize, the following additionally applies:  
The winner must provide the organizer with an address in an Eligible Country. The organizer commissions third parties (e.g. DHL, UPS, etc.) to send the prize to the address specified by the winner. Shipping costs to the winner's place of residence shall be borne by the organizer.

Any illustrations of the material prizes on the competition website is only exemplary. The individual prizes may differ in color, design, etc. from the sample model shown. The organizer is entitled to determine an adequate object of medium type and quality for the sample model. The place of performance is the registered office of the organizer.

#### **DISCLAIMER**

1. The organizer is only liable for simple negligence in the event of a breach of essential contractual obligations and limited to foreseeable damage typical of the contract. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the participant regularly relies.
2. Unpredictable system failures can lead to temporary or permanent system failures and data loss. The organizer is not liable for resulting damages or data losses. The organizer is not liable for damages of the participant of any kind caused by other participants of the website. The restriction under this clause 2 does not apply to the cases mentioned in clause 1.

#### **FINAL PROVISIONS**

1. The use of the website and the participation in the Promotion are free of charge for the participant.
2. Any recourse to courts of law is excluded.
3. The organizer may transfer his rights and obligations from these Rules & Regulations at any time, in whole or in part, to third parties for the purpose of carrying out the Promotion.
4. German law shall apply to the Rules & Regulations, expressly excluding its choice of law rules and the UN Convention on Contracts for the International Sale of Goods.
5. If any provision of the Rules & Regulations is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.
6. The participant may download these Rules & Regulations in PDF-format either by selecting them from the options available in his browser or by right-clicking on the dropdown menu and clicking on "Save as".

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