

DAVID BOWIE (the "ARTIST") LIVE SHOW MEMORY MAP CAMPAIGN

TERMS & CONDITIONS

1. This is a legal agreement between you and Warner Music UK Limited ("**Promoter**") regarding your use of the website [<http://livemap.davidbowie.com>](the "**Website**") to upload a photograph and/or written text of a memory of a particular David Bowie (the "**Artist**") Live Show (the "**Media**") to be submitted to the Website and plotted on a map according to the location of the relevant Live Show (the "**Promotion**"). By clicking the button marked "**Submit**" you agree to be bound by these terms and conditions (the "**T&Cs**"). If you do not agree to the terms of these T&Cs, you are not entitled to use the Website to upload your Media. Subject to Promoter's rights in these T&Cs you will be entitled to use your Media on your social media and other pages, platforms and/or devices. Promoter may upload the Media to the Website and/or social media platforms and/or otherwise for promotional purposes in respect of the Artist.

The Campaign. To submit your Media, you will have to provide your full name and email address where prompted. Subject to Promoter's right to pre-screen any Media uploaded to the Website, the Media may then be published on the Website on a world map and may be tagged to the location of the Live Show to which the Media relates, as selected by you. There is no restriction on the number of Media you may submit to the Website per person and per email address.

Uploads. The Website may provide functionality through which you are able to upload information and Media in connection with your use of the Website (collectively, "**Uploads**"). If you use such functionality (the "**Upload Service**"), you grant to Promoter and Promoter's affiliates, representatives, and assigns an irrevocable, perpetual, non-exclusive, fully-paid, world-wide, license (sublicensable through multiple tiers) to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your Uploads (in whole or in part) in any format or medium now known or later developed both on and outside of the Website, in relation to promotion of the Artist. Promoter reserves the right to display or insert advertisements in connection with Uploads and to use Uploads for advertising and promotional purposes, in relation to the Artist and/or the Artist's works and products. You agree that you are solely responsible for all of your Uploads. Promoter has the right to pre-screen Uploads, and is not required to host, display, or distribute any Uploads, and may remove at any time or refuse any Uploads. Promoter is not responsible for any loss, theft or damage of any kind to any Uploads. You represent and warrant that:

- (a) you own all rights in your Uploads (save for any underlying rights in the works of the Artist referenced in your Uploads) or, alternatively, you have acquired all necessary rights and/or licences in your Uploads to enable you to grant to Promoter the rights in your Uploads described herein;
- (b) you have paid or will pay in full all licence fees, clearance fees, and other financial obligations, of any kind, arising from any use of your Uploads;
- (c) you are the individual pictured in your Uploads, or, alternatively, you have obtained permission, in writing, from each person (including consent from parents or guardians for any individual under the age of eighteen (18)) who appears in your Uploads to grant the rights to Promoter described herein;
- (d) you will make such permissions available to Promoter upon request;
- (e) your Uploads do not infringe the intellectual property rights, privacy, or any other legal or moral rights of any third party; and
- (f) your Uploads will not contain any virus or other harmful software, or any material which is obscene, offensive or violent or which would otherwise be reasonably likely to bring Promoter or Artist into disrepute.

In addition to the Upload Service, the Website may provide functionality through which you are able to receive other services from Promoter (such other services and the Upload Service, collectively, the "**Services**"). Promoter will have no obligation to provide any Services, may change the form and nature of any Services at any time with or without notice to you, will have no liability whatsoever to you or any third party for any failure of the Website or Services to transmit your Uploads to or from Promoter's servers, may cease providing any Services at any time with or without notice to you, and will have no obligation to retain your Uploads (or any other materials you may provide to Promoter) on its servers or return your Uploads (or any other materials you may provide to Promoter) to you before deleting them from its servers.

Personal Information. By using the Website, you agree that Promoter, its affiliates, service providers and/or agents may process the personal information submitted by you as part of the Upload (including contact details) for the purposes of operating the Promotion and otherwise in accordance with our Privacy Policy, available at www.wminewmedia.com/privacy. Delivering personal data is voluntary but it is essential in order to take part in the Promotion. You have the right to access the data delivered at any time as well as the right to demand their rectification, erasure or restriction and all other rights according to the GDPR and other applicable local data protection laws, for example by emailing us at privacypolicy@wmg.com.

Wireless Carrier Charges. You acknowledge and agree that by using the Website or Services you may incur charges from your wireless carrier, depending upon your wireless plan. Further, you acknowledge that payment of any such charges will be your sole responsibility.

Suggestions. If you elect to provide or make available to Promoter any suggestions, comments, ideas, improvements, or other feedback or materials related to the Website or Services (collectively, “**Suggestions**”), Promoter will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute your Suggestions in any manner and you will gain no right, title or interest in or to the Website or Services by virtue of Promoter doing so.

Disclaimer of Warranty. The Website and Services are provided “as is” and “with all faults” and Promoter and its suppliers hereby disclaim all warranties with respect to the Website and Services, express or implied, including any warranties of merchantability, non-infringement or fitness for a particular use or purpose. Promoter and its suppliers do not warrant that the Website or Services will be uninterrupted or error-free, or that errors in the Website or Services or nonconformity to its or their documentation can or will be corrected. You acknowledge that the provisions of this section are a material inducement and consideration to Promoter and its suppliers to grant the license contained in these T&Cs and to provide you with access to the Services.

Limitation of Liability. To the extent permitted by applicable law in no event will Promoter be liable for any consequential, indirect, or incidental damages arising from or relating to this agreement, for loss of profits whether direct or indirect, or loss of data, in all cases, regardless of whether such damages or losses could have been foreseen or prevented by either party.

Exclusions. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Promoter may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Promoter’s liability will be the minimum permitted under such applicable law.

Miscellaneous. These T&Cs are the entire agreement between you and Promoter with respect to, and supersedes any previous oral or written communications or documents (including, if you are obtaining an update, any agreement that may have been included with an earlier version of the Website) concerning, the subject matter of these T&Cs. These T&Cs and any claims directly or indirectly arising out of, under or relating to these T&Cs including non-contractual claims, if any, shall be governed by and construed in accordance with English law and each party consents to the exclusive jurisdiction of the English courts for the adjudication of any disputes arising out of or related to these T&Cs. If any provision of these T&Cs is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of these T&Cs will remain in full force and effect. Failure by Promoter to prosecute any right with respect to a default hereunder will not constitute a waiver by Promoter of the right to enforce rights with respect to the same or any other breach.

Promoter is not responsible for any lost, late, misdirected, incomplete or damaged Media, whether caused by you or by any of the equipment, computer hardware or the Website or any other technical operation or programming associated with or utilised in the Promotion, and Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission, or for communications line failure, or for theft or destruction, tampering, or unauthorized access to the Website and/or the Promotion. If, for any reason, the Promotion is not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, tampering, technical failures, or any other causes beyond Promoter’s control which, in Promoter’s sole opinion corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and/or (as applicable) remove Media.

Contact Us. You may contact us at Warner Music UK Limited, 27 Wrights Lane, London, W8 5SW (reference – David Bowie – Live Show Memory Map Campaign).