

Conditions of participation for the “Hermes House Band – Après-ski Party 2025 competition”

These terms and conditions apply to the “Hermes House Band – Après-ski Party 2025” competition and concern the use of the website

<https://contest.universal-music.de/apres-ski-party/> (“Competition Website”).

The personal names (e.g. participants, winners), which are used in masculine form in this document for purely linguistic reasons, include people of all genders (m/f/d).

I. Parties involved

Organizer of the competition

1. The organizer of the above-mentioned competition is Universal Music GmbH, Mühlenstraße 25, 10243 Berlin. In addition to the competition website mentioned above, the organizer operates its own company website <https://www.universal-music.de/> as well as its official social media accounts (e.g. on Facebook, Instagram, Twitter). Imprint and information on security and data protection at: <https://www.universal-music.de/Recht-Anzeige/sicherheit-und-datenschutz>.

Participant

2. A participant is any natural person who takes part in this competition by agreeing to these terms and conditions and the action(s) described below and thereby using the services of the organizer.

II. Eligibility

Any natural person (in their own name) is entitled to participate

1. accepts the conditions of participation and is resident in: Germany, Austria, Switzerland, Netherlands, Sweden, Norway, Finland, Denmark.

The minimum age to participate is 16 years. People under 18 years of age need to

2. Participation requires the consent of their legal guardian(s). The organizer is entitled to ask the underage participant/winner at any time to provide proof of the consent of the legal guardian(s). If this proof is requested by the organizer and is not provided by the participant/winner within the specified period, the organizer is entitled to exclude the underage participant/winner from participating/receiving the prize.

Legal representatives and employees (and their relatives) are not eligible to participate.

3. of the organizer, affiliated companies of the organizer and any companies involved in the campaign.

The organizer is entitled at any time to prevent participants from participating in the above

4. to exclude the named competition if it violates these conditions of participation.

III. Start and end of participation

1. The above-mentioned competition starts on February 3rd, 2025 at 10:00 a.m. German time (CET, possibly Central European Summer Time depending on the date).

The competition ends on until March 15th, 2025 at 10:00 a.m. German time (CET, if applicable. Central European Summer Time depending on the date) ("Deadline for Participation").

All participation conditions must be met by the closing date

2. to take part in the competition.

IV. Termination and limitation of the competition

The organizer reserves the right to exclude individual services and functions from the promotion

1. Restrict or discontinue the website at any time and without giving reasons.

The organizer reserves the right to cancel or end the promotion if necessary

2. Objective reasons exist. In such a case, the participants are not entitled to any claims against the organizer.

V. Participation actions (necessary actions for participation in the competition)

To take part in the competition, the participant must provide user-generated content

1. Upload competition website. This content may include: audio material, video material, photo(s) and/or text (collectively and individually referred to as "Material").

The participant is not permitted to use software programs,

2. Algorithms or other manipulations are used to bring about an artificial influence, which has an impact on a better positioning of the participant within the competition. The participant must carry out the participation actions themselves through their own personal actions.

Furthermore, in order to take part in the competition, the participant must provide the following in

order to:

3. To be notified in case of winning: email. The participant is responsible for the accuracy of the contact details they provide. The organizer is not obliged to provide correct contact details.

Granting of rights and consent WE.

The organizer can use the material posted as part of the competition and with reference

1. About the artist and for the creation of videos, photos, posters, slideshows or photo walls and their publication, among other things, as part of the artist's concerts, on the competition website, the organizer's company website or its official social media channels (e.g. on Facebook, Instagram, Twitter, YouTube). If the material is intended to be published, further information can usually be found on the competition website.

2. The participant grants the organizer the following rights and declares the following consent: By clicking on "I accept the terms and conditions" and providing the material on the competition website:

- As part of the campaign, the participant grants the organizer the simple and free right to store, reproduce and edit the posted material in whole or in part, which is limited in time to two years after the closing date for participation, is unlimited in terms of space and content and can be transferred to carry out the competition (in particular to combine the material with the artist's music and / or to combine the material with the material of other participants in the context of a video, photo, poster or slideshow and to accompany it with the artist's music), in a modified or to distribute it in an unchanged form, to convert it into other technical formats, to make it publicly accessible on the competition website or other websites of the organizer or on social media channels operated by the organizer or the artist, or to reproduce it publicly as part of the artist's concerts;

- The participant agrees that the material as part of the competition may be edited or unedited by the organizer or the artist on the competition website, other websites or social media channels of the organizer or the artist
(in particular e.g. on YouTube, Facebook, Instagram or TikTok, etc.) or as part of the artist's concerts;

- The participant confirms that he has obtained the necessary permission and the

- has the relevant rights to the material.

Otherwise, all rights to the material remain with the participant.

The organizer accepts the granting of rights when the above is made available

3. Named competition. The granting of rights takes effect at the time the material is uploaded by the participant.

The organizer will only store and process the material if and to the extent that this can be based on relevant legal permissions.

4. More data protection information on how to deal with the material can be found at:

VII. Properness of the material

The participant assures with regard to the material provided that

1.

- it is free from third-party rights (e.g. copyrights, personal rights, trademark rights) or he has obtained the express consent of the rights holder to use the material;
- it is free from illegal, inhumane, offensive or otherwise contrary to law or morality content;
- it complies with youth protection regulations and in particular is free of pornographic content;
- it does not contain any technical components (codes, viruses, executable programs, etc.) that could impair the operation of the competition website or harm other users;
- The author/manufacturer of the respective material and the sole person depicted and in the event that other people are depicted in addition to the participant, that the participant has obtained express consent to the comprehensive use of all people depicted.
- The participant further guarantees that all content posted by him does not fall under the jurisdiction of a collecting society (e.g. VG Bild/Kunst) and that no fees or other costs are incurred. The organizer is under no circumstances liable for damages resulting from the participant's breach of the guarantees. The participant holds the organizer harmless from all damages and claims in this regard.

Selection process and notification of the winner VIII.

The winner is usually selected immediately after the closing date for entries

1. 3-5 working days in the following way: At the discretion of the organizer according to the following criteria: Correct answer word.

The winner will usually be notified immediately after the winner has been selected and in the following way: generally by email.

2. The notified winner must confirm acceptance of their prize by providing a clear response in the same manner as the winner notification no later than 10:00 p.m

3. German time 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 winner notification ("acceptance deadline"). If the winner does not respond to the winner notification and declare their acceptance within the acceptance period, they will lose their winning position and the organizer will select a new winner.

IX. Profit

As part of the above-mentioned competition there is a chance to win the following

1. Win: 1 x Party-starter-kit: 75,00). The winnings cannot be paid out or transferred to other people.
2. The organizer generally does not cover any additional costs and expenses beyond the prize, such as travel, meals or similar costs taken over.
3. If tickets for events and concerts or, in individual cases, travel are part of the prize, this applies additionally
4. The following: It may happen that the organizer himself only receives the tickets shortly before the event. The tickets can be sent by post to the address specified by the winner in Germany, Switzerland, Austria or sent as an electronic ticket to the email address provided. Tickets can also be deposited at the event location. The winner will be informed of the specific method of transmission as part of the winner notification. If guest list places are allocated, the names of the winners and any accompanying persons to be named by the winner will be sent to the respective concert organizer. The winner and accompanying person must ensure that they can identify themselves on site. Winners who have not yet reached the age of 16 will only be allowed into the event if accompanied by a legal guardian or a person appointed by them. If the organizer is also the organizer of the event, the minor winner can ask the organizer in advance for a form with which the legal guardians declare their consent to participate in the event and appoint a supervisor. Instructions from security personnel and organizer employees in connection with the event on site must be followed. The conditions of the respective concert organizer and ticket provider or the respective airline that operates the respective flight or the train apply. The winner must ensure that he has all travel documents relating to the person (in particular valid ID cards and, if necessary, visas) when starting the trip. The travel dates will be agreed between the organizer and the winner. The winner has no right to complete the trip on a specific date. The organizer has no influence on postponements or cancellations of events, concerts, etc. In such a case, the organizer reserves the right to set an adequate prize as an alternative. As soon as the organizer has information about any changes, catch-up dates, etc., he will usually announce this on the respective competition website for ongoing competitions and promotions. If a competition or promotion has already ended, the organizer will contact the respective winner(s) directly
5. If non-cash prizes (e.g. merchandise items) are part of the prize, the following also applies: The winner must provide the organizer with an address in Germany, Switzerland, Austria. The organizer commissions third parties (e.g. DHL, UPS, etc.) to ship the prize to the address specified by the winner. The shipping costs to the winner's place of residence are borne by the organizer. The illustrations of the prizes in kind on the competition website are merely examples. The individual prizes may differ in color, design, etc. from the example model shown. The organizer is entitled to determine an item of average type and quality that is adequate to the example model. The place of performance is the headquarters of the organizer. If non-cash prizes (e.g. merchandis).

X. Disclaimer

1. The organizer is only liable for simple negligence in the event of a breach of essential contractual obligations and is limited to the foreseeable damages typical of the contract. Essential contractual obligations are those obligations whose fulfillment enables the proper execution of the contract and on whose compliance the participant regularly relies.

Unpredictable system failures can lead to temporary or permanent failures

2. The system and data loss can occur. The organizer is not liable for any resulting damage or loss of data. The organizer is not liable for any damage to the participant, regardless of its nature, caused by other participants on the website. The restriction according to this Section 2 does not apply to the cases mentioned in Section 1.

XI. Final provisions

The use of the competition website and participation in the competition are for

1. Participants free of charge.

The organizer can exercise its rights and obligations under these conditions of participation at any time

2. transferred in whole or in part to third parties for the purpose of carrying out the campaign

Legal recourse is excluded.

3. These conditions of participation are subject to German law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

4. If individual provisions of these terms and conditions of participation are invalid, they remain valid

5. other provisions are valid.

The participant can download these terms and conditions of participation in PDF format by:

6. either select this using the selection options in your browser or right-click to open the drop-down menu and click on "Save as".

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