RECORD STORE DAY AND BOWERS & WILKINS INSTAGRAM PRIZE DRAW TERMS & CONDITIONS

1. By entering the promotion, entrants confirm that they have read and agree to be bound by these terms and conditions and all rules and guidelines applicable to the use of Instagram including the rules located at <u>https://www.instagram.com/about/legal/terms/</u>

2. The Promoters of this prize draw are Bowers & Wilkins, B&W Group Ltd, Dale Road, Worthing, West Sussex, England, BN11 2BH and Record Store Day, 42-42 Maiden Lane, 4th Floor, Covent Garden, London, WC2E 7LL (the "Promoters").

3. The Promoters are offering those who enter this promotion a chance to win a Bowers & Wilkins 606 Series S2 Anniversary Edition speakers, Rotel A11 Tribute Amplifier and £250 of Record Tokens (the "Prize") unless otherwise expressly stated.

4. To enter this prize draw, entrants must like the post, follow @bowerswilkins and @recordstoreday and tag two accounts in the comments.

5. Entrants must be UK residents, aged 18 years or over. This promotion is not open to any employees of the Promoters or any of their affiliate companies, their families, agents or anyone else connected with this prize draw.

6. One entry allowed per person. Entries submitted on behalf of another person will not be accepted and joint submissions are not allowed. Incomplete, illegible, misdirected or late entries will not be accepted.

7. No purchase is necessary to enter this promotion however internet access is required.

8. The promotion is open to entries from 4pm on 13th July 2021 until 11am on 23rd July 2021.

9. There is one prize to be won. All prizes are non-refundable, non-transferable and non-exchangeable and there is no cash alternative offered.

10. The Promoters reserve the right to offer an alternative prize of equal or greater value. In the event of unforeseen circumstances or circumstances outside its reasonable control, the Promoters reserve the right to modify or discontinue, temporarily or permanently, this promotion without prior notice.

11. The winners will be selected from all valid entries received during the promotional period by using a computer process that produces verifiably random results.

12. Each winner will be notified within five working days of the draw via Instagram direct message to the account from which the entry was made and will be asked to provide their full name and address. If a winner fails to respond within five working days of this notification, a redraw will take place from the remaining valid entries to select a new winner. If any winner declines a prize or fails to respond within the required period, they forfeit any right to the prize.

13. The prize will be sent via recorded delivery to the address supplied within two weeks of notification **and the winner will be required to sign to acknowledge receipt**.

14. Unless the winner notifies us otherwise in writing within 2 weeks of being informed that he/she has won, the Promoter reserves the right to use and feature the names of the Bowers & Wilkins social prize draw winners for publicity purposes and winners agree that they will participate in any reasonable publicity arranged by the Promoter or its agencies.

15. Winners may be required to submit valid identification before receiving their prize.

16. All copyright in the entries is the property of the Promoters. The Promoters reserve the right to use any entries for such purposes and no additional payment will be made for using entries in this way.

17. The name and county of residence of the winners will be made available on request to anyone sending a stamped self-addressed envelope to the Promoter as the address set out above within 10 weeks of the closing date of the promotion.

18. The Promoters do not accept responsibility for network, computer or software failures of any kind and has no responsibility for lost, delayed or misdirected entries.

19. The Promoters reserve the right to discount any inappropriate or offensive entries and to disqualify any entries if the Promoters, at its sole discretion, believes that there has been an attempt to manipulate or tamper with the operation of the promotion (including, without limitation, by setting up multiple Instagram or other social media accounts in order to submit multiple entries).

20. The Promoter does not accept any responsibility for any infringement of any third party intellectual property rights caused by entrants entering this prize draw.

21. Except for the purpose of carrying out the promotion, contacting winners and sending out prizes the Promoter will not use entrants' personal data without the express consent of the entrant. See <u>https://www.bowerswilkins.com/en-gb/privacy-policy</u> for our full privacy policy.

22. You agree to be bound by the decisions of the Promoter, which are final in all matters relating to the promotion. No correspondence will be entered into in respect of the Promoter's decisions.

23. These terms and conditions shall be governed by and construed exclusively in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the Courts of England, including the seeking of all injunctive or ancillary relief actions.