



Terms and Conditions for the “Steve White Playalong” Competition

1. This Competition is held by Yamaha Music Europe GmbH (UK) whose registered office is at Sherbourne Drive, Tilbrook, Milton Keynes MK7 8BL Ltd (“Yamaha”). By participating in this Competition, entrants agree that they have read, understood, accepted and will comply with these Terms and Conditions *LINK*
2. The competition is open to residents of the United Kingdom aged 18 years and over. Yamaha employees and their family members, or anyone else professionally involved with this Competition, and all affiliates and employees of such companies, may not enter this Competition.
3. There is no entry fee and no purchase necessary to enter this competition.
4. The competition will run from October 23rd, 2020 – 12:00 pm until February 22nd, 2020, 12:00 pm GMT. After this date no further entries to the competition will be permitted.
5. No responsibility can be accepted for entries not received for whatever reason. In order to enter, entrants are required to download the supplied backing track, play along at home, and upload their video onto
https://uk.yamaha.com/en/news_events/2020/steve_white_playalong_competition_II.html
 - a) Entrants are not permitted to upload any content which is defamatory, private, confidential, embarrassing, offensive, an infringement of any third party rights (e.g. someone else's copyright or trade mark), obscene, pornographic, indecent, vulgar, disparaging, discriminatory, hateful, threatening, harassing, false, unfair, illegal or misleading; or content which may cause alarm, upset or distress; or content which is otherwise unlawful.
 - b) By entering the Competition the entrant represents and warrants that he is the pictured person and owns the copyright of the recorded photo or has recording person(s)' consent to post the photo in social media channels. In case recording person(s) are under 18 years, the entrant warrants that he/she has the relevant consents of the legal representatives.
 - c) The entrant shall indemnify Yamaha from any claims by third parties due to the entrant's breach of its above mentioned warranties and responsibilities.
 - d) By entering the Competition, the entrant grants to Yamaha an unlimited, worldwide, perpetual, royalty-free, irrevocable, non-exclusive licence to use the video/audio recording uploaded by the entrant for the purposes of this Competition and for promoting its products and/or business. This licence includes the right for Yamaha to edit, crop, adapt, modify, copy, publish, distribute and sub-licence the recording in any way whatsoever. To the extent permitted by law, the entrant will be deemed to have waived their moral rights in the photo recording.
 - e) Yamaha shall not be responsible for monitoring the entrants' uploaded content. However, Yamaha reserves the right to reject any entries or exclude any entrants that breach these Terms and Conditions.

6. There is one winner who will get the prize. The prize consists of 1 x Yamaha Recording Custom Snare Drum (component a), 1x Yamaha EAD10 (component b) and 1x Virtual private lesson via Zoom with Steve White (component c).
7. The prize is as stated, and no cash or other alternatives will be offered. The prize is not transferable. The prize is subject to availability and Yamaha reserves the right to substitute any prize with another of equivalent value without giving notice.
8. The winner will be selected by Steve White, the criteria for judging is technical ability, creativity and style. This decision is at Steve's discretion.
9. The winner will be announced before February 28th 2020 with their Facebook/Instagram/ Twitter name publicly on the original Facebook/ Instagram/ Twitter post for the competition on the closing date. The winner will also be attempted to be contacted via Facebook/Instagram/Twitter private message. The winner should respond within 24hours to claim his prize. If the winner does not respond within 24hours Yamaha reserves the right to withdraw the prize from the winner and pick a replacement winner using the same drawing mechanic.
10. The prize (components a and b) will be delivered via courier by 15th March to the winner.
11. To get the Virtual private lesson via Zoom with Steve White the winner will be contacted via their supplied email address with a link to join the call.
12. Yamaha is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition. Yamaha's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
13. This competition is in no way sponsored, endorsed or administered by, or associated with Facebook/Twitter/Instagram or any other social network. By entering the Competition participants accept that they have no claims against any social network in connection with this Competition.
14. Yamaha may collect any personal data, which is publicly available on an entrant's social media profile, including their name and social media name. Yamaha may also request that the Winner provides further personal data including their name, age and email address once the Winner has been selected. Entrants consent to this personal data being used by Yamaha for the purpose of administering and executing the Competition and, in respect of the Winner, announcing his/her name on the Yamaha website and/or any of its social media channels. Any personal data processed by Yamaha will otherwise be processed in conjunction with the following Privacy Policy found at: https://uk.yamaha.com/en/privacy_policy/
15. Yamaha shall not be liable for any failure to meet these Terms and Conditions where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to technical problems, change of terms and conditions or decisions/actions/failure by any third party such as Facebook, Instagram or Twitter, severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of god, or events that, without fault of either party, render performance impossible or incapable of satisfactory execution.
16. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
17. The competition and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.