

**TERMS AND CONDITIONS FOR
BARENAKED LADIES (“ARTIST”) ENTER TO WIN PROMOTION (“PROMOTION”)**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
VOID WHERE PROHIBITED BY LAW OR REGULATIONS.

This Promotion is being run by Warner Music Canada Co. (“we”, “us”, “our”, “Promoter”). By providing your details to us you confirm that you would like to enter the Promotion and you agree to be bound by these terms and conditions (“Ts&Cs”). In the event of any conflict between any terms referred to in any promotion materials and these Ts&Cs, these Ts&Cs take precedence.

1. ELIGIBILITY

- 1.1. You must be a legal resident in Canada (the “**Eligibility Area**”) and at least the age of majority in your jurisdiction of residence to enter this Promotion or, if you are under the age of majority in your jurisdiction of residence, you must be at least thirteen (13) years old and have the consent of your parent(s) or legal guardian(s) to take part in this Promotion. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW. Our employees, directors, management, licensees, contractors, affiliates, agencies associated with us, the immediate families or persons domiciled with (whether related or not) of the above listed persons, and our retailers and suppliers are not permitted to enter the Promotion. If the participant is an eligible minor, such eligible minor’s parent or legal guardian agrees to these T&Cs along with and on behalf of his or her minor child. All rights and responsibilities of a minor under these T&Cs are conferred and assumed respectively by such minor’s parent or legal guardian in respect of the minor.
- 1.2. This Promotion is open from 12:00 AM Eastern Time on Sept 14, 2023 until 11:59 PM Eastern Time on September 26, 2023. Promoter’s computer shall function as the official clock for the Promotion. We accept no responsibility for entries lost, damaged or delayed, or for any inability to submit entries as a result of computer service, systems, software and/or server failure, error, interruption, defect or delay or any other technical malfunction, including problems with internet connectivity and/or filtering of content by any social media platform (as applicable). Entries which are late, incomplete, corrupt, garbled, inaccessible/blocked, bulk, automated, ineligible, suspected as fraudulent, submitted via programmed/automated means, do not comply with the Ts&Cs, or which in our sole discretion affect the validity or operation of this Promotion will not be accepted and are void. No purchase or payment of any kind is necessary to enter or win this Promotion.
- 1.3. We reserve the right in our absolute discretion to disqualify from this Promotion any entrant who has not complied with these Ts&Cs, or any of the privacy policies governing the submission of information in connection with this Promotion, and to award the prize to another entrant and to require the return of any prize already awarded.

2. HOW TO ENTER

- 2.1. The Promotion will be promoted on the following URL address <https://wct.live/app/38479/barenaked-ladies-in-flight> (the “Website”) and on our, related third party and/or artist mailing lists and/or social media accounts, including but not limited to Facebook, Twitter, and Instagram. To enter the Promotion, participants can enter by completing the official entry form via the Website. We only allow one entry per person and per account. Joint/group/team entries are prohibited. Please see the Website for further details. Entrants will have the option to subscribe to the mailing list when completing the official entry form via the Website. All participants are also required to tick a checkbox confirming acceptance of these Ts&Cs and use of the participant’s data in accordance with our Privacy Policy to administer the Promotion.
- 2.2. Promoter reserves the right in its sole discretion to disqualify all entries should it determine for justifiable reasons that a person has engaged in repeated, egregious or blatant violations of the

entry limit. Promoter may acknowledge receipt of entries; but, in such case, acknowledgment does not constitute any representation as to eligibility for the Promotion.

3. PRIZE

- 3.1. Five (5) grand prize winner will be selected by random draw. The grand prize winner will receive a pair of tickets to the performance of Barenaked Ladies at the El Mocambo (hosted by Sirius XM) on October 1st including an exclusive “meet and greet” with the band (Timing TBC). Any travel costs that may be required to utilize the prize are to be borne entirely by the winner. We will pay the cost of posting the prize to the winner, if applicable (excluding any customs duties or sales tax, if applicable). If the actual prize value is less than the estimated value stated above, winners will not receive any remuneration to cover the difference.
- 3.2. 50 (50) secondary prize winners will be selected in the order of entry. Each secondary prize winner will receive a pair of tickets to the performance of Barenaked Ladies at the El Mocambo (hosted by Sirius XM) on October 1st. We will pay the cost of posting the prize to the winner, if applicable (excluding any customs duties or sales tax, if applicable). If the actual prize value is less than the estimated value stated above, winners will not receive any remuneration to cover the difference.
- 3.3. The prize(s) is/are non-transferable and no cash alternatives will be available. However, we reserve the right to substitute a prize (or prizes) of equal or greater value at any time if we withdraw the prize(s) (in whole or in part) for any reason or it becomes unavailable (in whole or in part). The prize(s) is/are subject to availability and other restrictions.

4. WINNER SELECTION AND NOTIFICATION

- 4.1. The winners will be selected on September 27th, 2023 on or about 12:00 PM Eastern Time and will be the first names drawn at random from all valid entries received. The odds of winning depend upon the total number of eligible entries received for the random prize draw. Those selected must also correctly answer, unaided, a time-limited mathematical skill-testing question before being declared the winner.
- 4.2. We will attempt to notify the winners by no later than September 28th, 2023 at 2:00 PM Eastern Time using the contact details submitted on entry. If you are chosen as a winner and your contact details have changed since your entry, we reserve the right to disqualify your entry and select an alternative winner.
- 4.3. If any of the following circumstances apply, a winner will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to us) and an alternative winner may be selected from the remaining eligible entrants using the process set out above:
 - 4.3.1. if a selected winner has not claimed their prize by the date specified in the winner notification;
 - 4.3.2. the prize (or any correspondence relating thereto, e.g. a notification from us confirming a winning entry) is returned as non-deliverable;
 - 4.3.3. the relevant winner does not provide requested evidence of identity, age, residency, or being the authorised holder of the email account from which the entry was submitted to our satisfaction within 48 hours of such request being made; or
 - 4.3.4. we determine non-compliance with any of these Ts&Cs for justifiable reasons.
- 4.4. The winners’ names may be published on the Website for a period of one month from the date the winners are confirmed. We will not notify unsuccessful entrants. Winners are entitled to object to the publication of their name in such way and can do so at any time either by informing us when notified or by emailing us at privacy@wmg.com.

5. PUBLICITY

By entering this competition, each entrant, if selected as a winner, expressly agrees and consents to the publication of their name and country of residence to demonstrate the legitimacy and transparency of the Promotion. The winner may also be required to take part in our promotional publicity and sign a release form in respect of such publicity. By entering into this Promotion, you agree to provide and that we (or any third party we may choose) may use your entry, details of your name, likeness, voice, performance (if applicable) and county/country of residence and/or other indicia of your persona in any kind of medias (including without limitation Internet especially on all promoters' related websites, TV, radio, press, display, theatre, etc.) and in any kind of materials (including without limitation printed materials, posters, press advertisements, online materials as for instance web-banners and emails, audio-visual commercials, etc.), worldwide for advertising and promotional purposes in connection with the Promotion without additional authorisation, notice or compensation unless prohibited by law.

6. DATA PROTECTION

- 6.1. By submitting an entry, entrants agree that we, our affiliates, service providers and/or agents may process the personal information submitted by you as part of the entry process (including contact details) for the purposes of operating the Promotion, administering prizes and otherwise in accordance with our Privacy Policy, available at <https://www.warnermusic.ca/privacy-policy/>. Delivering personal data is voluntary but it is essential in order to take part in the Promotion. Participants 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.

7. GENERAL

- 7.1. Subject to, where applicable, the approval of those authorities that have issued permits for the conduct of this Promotion, we may in our absolute discretion modify, amend, cancel or suspend these Ts&Cs, the Promotion and/or the prize(s) at any time if we deem it necessary, due to technical reasons or to ensure compliance with applicable laws, regulations and guidance, or if circumstances arise beyond our control. No liability shall attach to us as a result thereof.
- 7.2. Subject to applicable laws, we reserve the right to disqualify an entrant and/or winner in our absolute discretion. In addition, acts of tampering with the Promotion (including the URL) will result in disqualification; but disqualification shall not represent the sole remedy available to Promoter.
- 7.3. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these Ts&Cs apply to this Promotion. We shall have no liability for any injuries, loss or damage of any kind arising from or in connection with participation in this Promotion (including any damage to the entrant's or any other person's computer relating to or resulting from participation in, or downloading of any materials or software in connection with, this Promotion) or acceptance, use, misuse or non-use of any prize(s) (including activity or travel related thereto) except for liability for death, personal injury, fraud and damage or loss caused by negligence, which is not excluded.
- 7.4. **Release.**
UNLESS OTHERWISE PROHIBITED BY LAW, BY ENTERING, ENTRANT AGREES TO (I) RELEASE AND HOLD PROMOTER, ITS RESPECTIVE AFFILIATES AND THE ARTIST (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

- 7.5. In the event that any event or action outside Warner's control prevents or significantly hinders Warner's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions (including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war and act of terrorism), Warner may for justifiable reasons cancel the Promotion and recommence it from the start at another time on the same conditions. If the Promotion is regulated by any applicable government body, the cancellation or recommencement of the Promotion will be subject to any requirements imposed by such body.
- 7.6. If for any reason this Promotion is not capable of running as planned due to causes beyond the control of Warner which affect the proper conduct of this Promotion, Warner reserves the right for justifiable reasons to disqualify any individual who tampers with the entry process and/or take any other action against that individual that may be available, and to cancel, terminate, modify or suspend the Promotion subject to the requirements of any relevant government body that regulates the running of the Promotion.
- 7.7. Each prize winner is responsible for obtaining their own independent legal advice.
- 7.8. We accept no responsibility for any issues or loss that may be caused by your accessing / using the Website for the purposes of this.
- 7.9. Our decisions on any issue arising out of or in relation to this Promotion and these Ts&Cs are final and binding and no correspondence will be entered into. Failure of the Promoter to enforce a certain provision of these T&Cs in a given circumstance shall not constitute the waiver of such provision.
- 7.10. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram/Apple Music/Spotify/YouTube/Tiktok/Deezer. Entrants hereby release each of Facebook/Twitter/Instagram/Apple Music/Spotify/YouTube/Tiktok/Deezer from all responsibility and liability in respect of the Promotion. By entering this Promotion, entrant acknowledges that Facebook/Twitter/Instagram/Apple Music/Spotify/YouTube/Tiktok/Deezer are websites/platforms over which Promoter has no control and Promoter is not responsible for (a) any issues or loss that may be caused by accessing or using entrant's Facebook/Twitter/Instagram/Apple Music/Spotify/YouTube/Tiktok/Deezer accounts for the purpose of this Promotion, or (b) entrant's inability to access, use, or successfully use his or her Facebook/Twitter/Instagram/Apple Music/Spotify/YouTube/Tiktok/Deezer accounts for this Promotion.

8. GOVERNING LAW

UNLESS PROHIBITED BY LAW, THE PROMOTION AND THESE TS&CS ARE GOVERNED BY THE LAWS OF, AND SUBJECT TO THE EXCLUSIVE JURISDICTION OF, THE RELEVANT COURTS OF TORONTO, ONTARIO, CANADA, AND WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS. ENTRANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO HIS/HER ENTRIES OR OTHERWISE RELATED TO THE PROMOTION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

FOR RESIDENTS OF QUEBEC, CANADA: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

POUR RÉSIDENTS DU QUÉBEC Un différend quant à l'organisation ou à la conduite d'un concours publicitaire peut être soumis à la Régie des alcools, des courses et des jeux afin qu'il soit tranché. Un différend quant à l'attribution d'un prix peut être soumis à la Régie uniquement aux fins d'une intervention pour tenter de la régler.