

THE XX AND FEATURE.FM – NIGHT & DAY BILBAO
PRIZE DRAW ENTRY TERMS & CONDITIONS

These Terms and Conditions (“Official Contest Rules”) shall be binding on you on entering this prize draw (the “Prize Draw”) operated by Beggars Group Limited (“Promoter”), a company registered in England and Wales with number 01414045. This Prize Draw is governed exclusively by the laws of England and Wales.

1. How to Enter

- 1.1. All eligible entrants will automatically be entered into the Prize Draw when they agree to follow The xx’s Night + Day Spotify Playlist by clicking “follow playlist” on the Promoter’s hosting partner, Feature.FM here: <https://ffm.to/nightandday>.
- 1.2. The Prize Draw will run from 13:00:00 pm CET on Tuesday 12th June 2018 until 23:29:59pm CET on Wednesday 4th July 2018 (“Entry Period”).
- 1.3. **Entry is limited to one per person.** Any duplicate entries will be disregarded. No automated entry devices and/or programs permitted.
- 1.4. No purchase necessary to enter or win the Prize Draw.

2. Eligibility

- 2.1. This Prize Draw is open to anyone who elects to follow the The xx’s Night + Day Spotify Playlist through the Feature.FM page: <https://ffm.to/nightandday>, aged 18 years or over. Where allowed, entrants under the age of 18 must be able to prove that they have sought the permission of their parent/guardian before entering this Prize Draw. Entry shall be withdrawn from the Prize Draw until such time as the entrant can provide the required information, if requested.
- 2.2. You will require internet access and a Spotify account to enter this Prize Draw.
- 2.3. Employees, officers and directors of Promoter, their respective parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Prize Draw materials are not eligible to enter. Additionally, residents of Italy are not eligible to enter.

3. The Prize

- 3.1. The Promoter, on behalf of The xx, are offering fans the chance for one (1) person to win two (2) standard access tickets to The xx’s Night + Day Bilbao event “Jamie xx + more at Museo Guggenheim Bilbao” on 11th July 2018.
- 3.2. The winner will be responsible for ensuring that the winner and any person travelling with the winner is able to travel and hold valid passports, any necessary visas and travel documents to attend the event on the date specified. The prize does not include accommodation, flights, travel insurance, the cost of transfer to and from airports or stations, food or drink, spending money, tax or personal expenses. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the prize are the responsibility of the winner.
- 3.3. Prizes are not negotiable. No substitutions or cash redemptions. Prizes may not be sold, bartered or transferred. If the winner rejects the prize or in the event of non-compliance with the Official Contest Rules, the prize will be forfeited, and an alternate winner may be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.
- 3.4. Promoter reserves the right to substitute prizes of equal or greater value.

4. Random Drawing / Winner Notification

- 4.1. The winner will be selected in a random drawing from all eligible entries received during the Entry Period, on Thursday 5th July 2018. The odds of winning depend on the number of eligible entries received during the Entry Period.
- 4.2. There is no purchase or sales presentation required to participate in this Prize Draw. A purchase does not increase odds of winning.
- 4.3. The winner will be notified via the email account that is registered with their Spotify account. If the winner cannot be contacted by 12:00:00 CET on 10th July 2018 the prize will be forfeited, and an alternative winner will be selected from all remaining eligible entries.

5. Publicity and Data Protection

- 5.1. Participation in this Prize Draw and acceptance of the prize constitutes winner's permission for the Promoter to use his/her name, image and town or county of residence and/or any statements made by winner about the Prize Draw for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. The Promoter will make the winner's name and country available to people requesting that information in line with the Promoter's responsibilities under the UK Code of Non-broadcast Advertising and Direct Promotional Marketing.
- 5.2. Only the winner will be contacted personally by email.
- 5.3. If you are not the winner, the Promoter will delete your information promptly after the winner has been notified, unless you have agreed to receiving marketing emails from the Promoter on behalf of The xx and/or from the Promoter's partner, Feature.FM, in which case you will be added to the relevant mailing list. You acknowledge that you can unsubscribe at any time. To unsubscribe from The xx's mailing list, please send an email to list@thexx.info.
- 5.4. If you have agreed to receiving marketing emails from the Promoter on behalf of The xx, your personal data will be processed in line with the Promoter's privacy policy <http://beggars.com/privacypolicy/>.
- 5.5. If you have agreed to receiving marketing emails from Feature.FM, your personal data will be processed in line with Feature.FM's privacy policy <https://featurefm.zendesk.com/hc/en-us/articles/209558828-Privacy-Policy>.
- 5.6. The Promoter and its partner, Feature.FM, will not share your information with any third party.

6. Limitation of Liability

- 6.1. Promoter accepts no responsibility or liability for: 1) failed, returned or misdirected notifications based on inaccurate information provided by any entrant on entry, 2) entries, and/ or responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received by the intended recipient, in whole or in part due to computer, mobile phone or technical error of any kind. Proof of sending is not proof of receipt; 3) technical, hardware, or software failures of any kind or lost or unavailable network connections which may limit or prohibit an eligible entrant's ability to participate in the Prize Draw; or 4) entries made fraudulently.
- 6.2. By participating, entrants, winners and persons accompanying the winner, agree to release and hold harmless the Promoter and their respective parent

companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Prize Draw, or possession, acceptance and/or use or misuse of prize or participation in any Prize Draw-related activity and for any claims based on publicity rights, defamation or invasion of privacy. The Promoter is not responsible if the Prize Draw cannot take place or if any prize cannot be awarded including, but not limited to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

- 6.3. Nothing in these Official Contest Rules shall limit Promoter's liability for death or personal injury caused by their employees or agents' negligence or for fraud.

7. General

- 7.1. By entering this Prize Draw, entrants fully and unconditionally agree to be bound by these Official Contest Rules.
- 7.2. Entrants who do not comply with these Official Contest Rules or attempt to interfere with this Prize Draw in any way shall be disqualified. The Promoter reserves the right, in their sole discretion, to cancel, terminate, modify, extend or suspend this Prize Draw should (in their sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond their control corrupt or affect the administration, security, fairness or proper conduct of the Prize Draw. In such case, the Promoter will select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Promoter. The Promoter reserves the right, at their sole discretion, to disqualify any individual it finds, in their sole discretion, to be tampering with the entry process or the operation of the Prize Draw. The Promoter may prohibit an entrant from participating in the Prize Draw or winning a prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Prize Draw by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants.
- 7.3. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Official Contest Rules and the remaining clauses shall survive and remain in full force and effect.
- 7.4. These Official Contest Rules and this Prize Draw shall be governed by English law and by entering this Prize Draw all entrants agree that all disputes shall be submitted to the exclusive jurisdiction of English Courts. This Prize Draw is void where prohibited by local law.
- 7.5. This Prize Draw is not sponsored or promoted by Spotify Technology SA or its subsidiaries.

8. Official Contest Rules

- 8.1. To obtain a copy of these Official Contest Rules, send a self-addressed, stamped envelope by Monday 2nd July 2018 to: The xx c/o Beggars Group, 17-19 Alma Road, London SW18 1AA, Attention: "THE XX/FEATURE.FM NIGHT + DAY BILBAO PLAYLIST" Prize Draw.