

# Music Medals Competition

## Terms and Conditions

This page sets out the Terms and Conditions for the ABRSM competition to win an Amazon gift voucher. ('ABRSM' means The Associated Board of the Royal Schools of Music, a company registered in England and Wales under company number 01926395 and having its registered office address at 4 London Wall Place, London EC2Y 4AU, United Kingdom).

Please read these Terms and Conditions carefully and make sure that you understand them before you enter the Competition. By entering the Competition, you confirm that you agree to comply with them and that all the information submitted by you on the Competition entry form is accurate and truthful. If you do not accept these Terms and Conditions, you must not enter the Competition.

ABRSM reserves the right to amend these Terms and Conditions from time to time. If we do so, those amendments will be notified via the main ABRSM website at [www.abrsm.org](http://www.abrsm.org).

## 1. The Competition Promoter

The Competition is promoted by ABRSM.

## 2. Who can enter the Competition?

2.1 The Competition is open to individuals throughout the UK who complete a survey regarding Music Medals, except employees (and their families) of ABRSM, its subsidiaries, affiliates and agents, and anyone involved in running or closely related to the Competition.

2.2 ABRSM reserves the right to verify the eligibility of all Competition entrants.

## 3. How to enter

3.1 To enter the Competition you will need to access the survey from the link provided in emails and on the ABRSM home page in the UK at [www.abrsm.org](http://www.abrsm.org) and then follow the link to complete the survey. You will need to provide ABRSM with your email address – you must ensure that this email address is and remains valid.

## 4. One entry per person

You are not permitted to submit more than ONE entry. An entrant's first valid entry will count; any subsequent entries will be disqualified.

## 5. Closing Date

Entries must be received by ABRSM by no later than 23:59 (GMT) on 16 October 2017 ('the Closing Date'). Entries which are received after the Closing Date will not be accepted.

## 6. Disqualified or Invalid Entries

6.1 Entries that do not comply with these Terms and Conditions, (including those containing false names, false email addresses and/or other false information), will be disqualified.

6.2 Entries that are incomplete, illegible or indecipherable will be invalid.

6.3 An entry must be made directly by the individual entering the Competition. Any entry made via a third party or agent or using methods generated by a script, macro or the use of automated devices will be invalid.

## 7. Disclaimer and Exclusion of Liability

ABRSM accepts no responsibility for any entries that are lost, incomplete, corrupted or which fail to reach ABRSM by the Closing Date for any reason, including, but not limited to, any technical failure or malfunction or any postal irregularities. Proof of submitting an entry form is not proof of receipt.

## 8. The Prizes

8.1 The prize for each winner is one £30 Amazon gift voucher. There will be 5 vouchers available.

8.2 The vouchers are not transferable and no cash or other alternatives will be offered. The vouchers cannot be used in conjunction with any other ABRSM promotion or special offer.

8.3 All details and other restrictions applying to the vouchers not specified in these Terms and Conditions shall be determined by ABRSM at its sole and absolute discretion.

## 9. The Prize Draws and the Winners

9.1 5 winners will be drawn at random from all complete entries received by the closing date:

9.2 The winners will be notified by 30 October 2017 via the email address provided on the Competition entry form. To claim their prize all winners will need to supply ABRSM with a postal address at which they can receive their voucher. The vouchers will be posted to winners within four weeks of ABRSM being notified of the winner's address. If a winner fails to provide a postal address for delivery of the voucher, ABRSM reserves the right to offer the prize to the next

eligible entrant drawn at random. Unsuccessful Competition entrants will not be contacted.

9.3 ABRSM reserves the right to ask all winners for the details of any existing ABRSM exam bookings.

9.4 No correspondence will be entered into in connection with these prize draws. The results from these prize draws will be final.

9.5 ABRSM shall not be liable for any damage caused to the vouchers during postage or any delay in the delivery of the vouchers.

9.6 In the event of unforeseen circumstances, ABRSM reserves the right to substitute the voucher with an alternative prize (of equal value) or to cancel, modify, extend or suspend the Competition. ABRSM cannot be held responsible for any such unforeseen circumstances.

## 10. Details of the Winners

A list of winners can be obtained by sending a stamped self-addressed envelope to the following address within two months of the Closing Date:

**Marketing Department**

ABRSM

4 London Wall Place

London

EC2Y 5AU

United Kingdom

Only the last name and country of residence of the winners will be disclosed.

## 11. Data Protection

By entering the Competition, you consent to the use by ABRSM of your personal data (and that of your parent or guardian, if applicable) for the purposes of administering the Competition (including publishing your last name and country of residence, if you are a winner) and for any other purposes to which you consented during the entry form submission process. ABRSM will only use and process such personal data for those purposes and in accordance with ABRSM's [Privacy Policy](#), which is incorporated into these Terms and Conditions by this reference.

## 12. Copyright and other Intellectual Property Rights

In consideration of ABRSM approving your entry into the Competition, you assign to ABRSM, throughout the world with full title guarantee, the entire copyright and all other intellectual property rights, now or later known or arising, in your

Competition entry form submission and/or any statements made by you regarding the Competition, for the full period for which such rights subsist, including any renewals, revivals, extensions and reversions, present, future or contingent thereof and whether or not provided for or contemplated under the law of any country in the world, to hold the same unto ABRSM absolutely.

### **13. Availability of the Web Page at [www.abrsm.org/win](http://www.abrsm.org/win)**

13.1 The survey is provided “as is” and on an “as available” basis.

13.2 ABRSM accepts no liability for any disruptions or non-availability of this web page resulting from external causes, including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **14. Limitation of Liability and Indemnity**

14.1 To the maximum extent permitted by law, ABRSM accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from your entry into the Competition and/or your use of the Competition prize.

14.2 Nothing in these Terms and Conditions shall exclude or restrict ABRSM’s liability for death or personal injury resulting from any negligence or fraud on the part of ABRSM.

14.3 You agree to indemnify ABRSM, its successors, assigns, subsidiaries, affiliates, directors, officers and employees from and against all costs, claims, demands, litigation, damages, losses and expenses, including reasonable legal fees, which may be incurred or suffered by ABRSM as a result of your entry into the Competition, (including, but not limited to, any claim of infringement of any intellectual property right made by any third party) and/or any breach by you of these Terms and Conditions.

### **15. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained within them, this shall not be construed as a waiver of that right or remedy.

### **16. Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from and shall not affect the validity and/or the enforceability

of the remainder of these Terms and Conditions which will remain in full force and effect.

## **17. Entire Agreement**

These Terms and Conditions together with our Privacy Policy comprise the entire agreement between you and ABRSM with respect to your entry into the Competition.

## **18. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party under the Contracts (Rights of Third Parties) Act 1999 (as amended or replaced from time to time). The agreement created by these Terms and Conditions, together with our [Privacy Policy](#), is between you (and your parent or guardian, where applicable) and ABRSM.

## **19. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of England and Wales. Any dispute relating to these Terms and Conditions shall fall within the non-exclusive jurisdiction of the English courts.