

**Terms and Conditions: Headline Access - Release Cycle**

***Schedule to Conditions of Entry***

| <b>Promotion Name</b>                          | Headline Access - Release Cycle  |              |        |                   |                   |
|--|--|--------------|--------|-------------------|-------------------|
| <b>Promoter</b>                                | Pernod Ricard Winemakers Pty Ltd ('Pernod Ricard') in partnership with We Hear You Pty Ltd ('Muso')  |              |        |                   |                   |
| <b>Promotion Type</b>                          | Artists – Game of Skill  |              |        |                   |                   |
| <b>Relevant State(s) and/or Territory(ies)</b> | All States and Territories in Australia  |              |        |                   |                   |
| <b>Entry Restrictions</b>                      | Entry is only open to Australian artists on the Muso over the age of 18 years (Eligible Entrants). Eligible Entrants must not be a Director, Officer or employee of Muso, or Pernod Ricard or any of its agencies and companies associated with the promotion.   |              |        |                   |                   |
| <b>Promotion Period</b>                        | <p>The promotion runs from 8am AEDT on 26 May 2022 until 11:59pm AEDT on 26 June 2022 (Promotion Period).</p> <p><b><u>TABLE 1: Prize Promotion and Judging dates</u></b></p> <p>All valid entries into the promotion will be considered for the prize, which will be judged on the judging criteria. Valid entries are entries from Eligible Entrants only.</p> <table border="1"> <thead> <tr> <th>Entry Period</th> <th>Judged</th> </tr> </thead> <tbody> <tr> <td>26/5/22 - 26/6/22</td> <td>27/6/22 - 13/7/22</td> </tr> </tbody> </table>   | Entry Period | Judged | 26/5/22 - 26/6/22 | 27/6/22 - 13/7/22 |
| Entry Period                                   | Judged   |              |        |                   |                   |
| 26/5/22 - 26/6/22                              | 27/6/22 - 13/7/22  |              |        |                   |                   |
| <b>Verification requirements</b>               | The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant. |              |        |                   |                   |

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| <p><b>Entry procedure – New Users</b></p>           | <p>To enter the promotion, Eligible Entrants who <u>are not</u> currently signed up to Muso must join Muso.</p> <p>Create a Muso account and artist profile via the ‘Artist’ sign-up process. To sign up, Eligible Entrants must submit a link to an example of their original music. They must register their entry via an opt in button on Muso in the sign-up process.</p> <p>Eligible Entrants must upload music or videos of their music to their Muso profiles for Pernod Ricard and the campaign panellists to review in consideration for the promotion.</p>  |                |               |                |             |  |  |  |
| <p><b>Entry procedure – Existing Muso Users</b></p> | <p>All existing Muso users will be entered to the promotion.</p> <p>Existing Muso users can opt out of the competition by emailing <a href="mailto:promotions@muso.live">promotions@muso.live</a>.</p>  |                |               |                |             |  |  |  |
| <p><b>Maximum Number of Entries</b></p>             | <p>Eligible Entrants are restricted to one entry per act. If an entrant is a member of multiple acts, they may enter once per act of which they are a part.</p>   |                |               |                |             |  |  |  |
| <p><b>Judging Criteria</b></p>                      | <p>Each entry by Eligible Entrants will be individually judged based upon the act’s creative merit, execution, effort and alignment with the spirit of the Headline Access Release Cycle. The decision of the Pernod Ricard and the campaign panellists in relation to any aspect of the promotion will be deemed to be final and binding and no correspondence regarding the decision will be entered into with unsuccessful Eligible Entrants.</p> <p>Entrants agree that they are fully responsible for the content they submit and are complying with the terms of use of Muso. The Promoter and the campaign panellists shall not be liable in any way for such content to the full extent permitted by law. The Promoter and the campaign panellists may remove any content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any content that is unlawful or fraudulent, or that the Promoter and the campaign panellists may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the content, to the uses and terms herein; (d) their content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.</p> |                |               |                |             |  |  |  |
| <p><b>Judging Details</b></p>                       | <p>The Promotion Period will close at 11:59pm on the final day of the Promotion Period. The winner will be determined on the judging day stipulated in Table 1 above and all entries from Eligible Entrants will be judged by the Promoter at Muso.</p>   |                |               |                |             |  |  |  |
| <p><b>Prize Details</b></p>                         | <table border="1"> <tr> <td>Prize</td> <td>No. Available</td> <td>Value Per Unit</td> <td>Total Value</td> </tr> </table>   | Prize          | No. Available | Value Per Unit | Total Value |  |  |  |
| Prize   | No. Available   | Value Per Unit | Total Value   |                |             |  |  |  |

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|--|--|---|---|---|
|  | <p>A fund for independent artists to win the support to record, release and perform their music, as well as join a mentor program with a panel of industry experts</p> <p>The Release Cycle prize includes:</p> <ul style="list-style-type: none"> <li>● A day in the recording studio with Johnny Took (DMA's)</li> <li>● Mentorship session with Johann Ponniah (I OH YOU)</li> <li>● Mentorship session with Sose Fuamoli</li> <li>● Release distribution via The Orchard</li> <li>● PR consultation with Thinking Loud</li> <li>● Gigs booked through Muso</li> </ul>  | 1 | x | x |
| <p>The prize winner will be selected by Pernod Ricard and the campaign panellists on the date outlined in Table 1.</p> <p>The winner will be selected from the national pool of entries submitted during the entry period outlined in Table 1.</p> <p>The redemption period for this prize will be during July 2022.</p> |  |   |   |   |
| <p><b>Prize Restrictions</b></p>   | <p>All costs associated with the prize, other than the cost of the items within the prize, are the responsibility of the winner. Unless expressly stated, all other expenses become the responsibility of the winner.</p> <p>The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with the prize, except for any liability which cannot be excluded by laws.</p> <p>The prize is non-transferable and non-redeemable for cash. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. Prize cannot be exchanged. In the event that, for any Yeah reason whatsoever, a winner does not take the prize at the time stipulated by the promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.</p> <p>The prize cannot be gifted to other persons in lieu of the winner not being able to accept the prize.</p> <p>Gigs for the winner booked through Muso will include Headline Acts branding.</p> |   |   |   |

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| <b>Notification of Winners</b>                | Winners will be notified via email or phone (call) from Pernod Ricard.   |
| <b>Publication Details</b>                    | <p>The winner will be announced via Headline Act's Facebook/Instagram page as well as through a press release distributed to media.</p> <p>The winner may also be announced through various means of publication, including but not limited to Social Media (ie. Facebook, Instagram, Twitter, YouTube), Online media outlets, Press releases, Print media outlets, Broadcast Media outlets (TV, Radio), The Promoters and associated businesses/agencies owned channels (Website, eDM).</p>   |
| <b>Prize Claim Date</b>                       | Prize must be claimed within 24 hours of the winner being contacted by the Promoter.   |
| <b>Unclaimed Prize Arrangements</b>           | If the Prize is not claimed within the Prize Claim Date or the entry is deemed invalid, the next best entry, as determined by the judge(s) shall be awarded the Prize.   |
| <b>Additional Terms – Usage of entries</b>    | <p>By submitting an entry to the Promotion, each entrant acknowledges that if they are selected as a winner, as a condition of accepting their prize they must irrevocably and unconditionally grants Pernod Ricard and Muso and their authorised agents:</p> <ul style="list-style-type: none"> <li>• the right to use their name, likeness, image, voice, and biography in connection with the promotion and the Promoter's business generally;</li> <li>• a non-exclusive licence to reproduce, publish, perform, communicate and otherwise exploit any content contained in the entry (including without limitation compositions, sound recordings, and associated artworks and videos) and any modifications, adaptations or edits thereto, in whole or in part whether in original or modified form;</li> </ul> <p>throughout the world in perpetuity in all media now known or hereafter invented, without payment to the entrant of any royalties, compensation or otherwise, provided that Pernod Ricard and Muso will only use such content 'in-context' with the promotion.</p> <p>By submitting an entry, each entrant irrevocably and unconditionally consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. Pernod Ricard and/or Muso may also allow third parties to perform these actions on its behalf. .</p> |
| <b>Additional Terms - Social requirements</b> | <p>Winner must share following posts on Instagram account while redeeming prize (posts must remain online for at least six (6) months from date of posting):</p> <ul style="list-style-type: none"> <li>• Must share an instagram post on the day that they have won - imagery/assets to be provided by Pernod Ricard</li> <li>• Must share an Instagram post about the process of recording and releasing their single</li> <li>• Must tag @headlineactswine and use the hashtag #HeadlineActsWine</li> </ul> <p>All posts should be compliant with the Alcohol Advertising and Promotion standards set out by the <a href="#">ABAC Responsible Alcohol Marketing Code</a> and <a href="#">ASA Code for Advertising and Promotion of Alcohol</a> .</p>  |

## Conditions of Entry

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule).
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
3. Directors, management, employees and contractors of the Promoter, including Pernod Ricard, Muso and those of any agencies, retailers and suppliers associated with this promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.
4. The promotion will be conducted during the Promotion Period.
5. Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Entry Period. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). Pernod Ricard and/or their representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion. Ineligible entries will be deemed to be invalid.
7. Where an entry is deemed invalid (at the Promoter's absolute discretion) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
8. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
9. Once submitted, no changes to or withdrawal of an entry will be permitted.
10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
11. Incomplete entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
12. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
13. An entrant's entry must not include:

a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent and appropriate releases from the relevant person to allow them to make the grant of rights to the Promoter hereunder;

b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they are the copyright owner of such content, or that they have all necessary licences and permissions from the relevant copyright owner to allow the Promoter to use the entry in accordance with these Conditions of Entry.

14. The Promoter may, in its absolute discretion, exclude or request removal or take-down any part of an entrant's entry.

16. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, and electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

17. Winners will be notified in accordance with the Notification of Winners and Publication Details. Winners' names and State/Territory of residence will be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of the winners on their website(s).

18. In addition to the above, the Promoter may use, and may disclose in any newspaper, advertisement, publication, media statement or other general and promotional material, any materials entrants provide in relation to the competition for the Promoter's promotional and business purposes.

19. All valid entries will be judged by the Judge(s) based upon the Judging Criteria. This is a game of skill and chance plays no part in determining the winner. The Prize(s) will be awarded according to the Prize Details.

20. The Prize is/are specified in the Prize Details. The Prize is/are subject to any Prize Restrictions, Additional Terms or any other restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule.

21. The entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize. Any entrant, Prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign any acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.

22. The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that

caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

23. The Promoter accepts no responsibility for any tax implications that may arise from winning the prize. Independent financial advice should be sought.

24. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer, tablet or mobile phone, related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserve the right to amend, suspend or cancel the competition subject to approval from any relevant authority.

25. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Promotion. Entrants can enter the Promotion up to the Maximum Number of Entries. Entries must meet the Entry Requirements and be subject to the Entry Restrictions.

26. The Promoter may, in their sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:

- a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
- b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

27. The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

28. The Promoter may use any personal information entrants provide in connection with this competition for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. Some of the Promoter's related bodies corporate and contractors to whom the entrant's personal information may be disclosed are located overseas, and as a result the entrant's personal information may be disclosed overseas. If entrants do not provide the information requested they will not be able to enter the Promotion. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter by emailing [promotions@muso.live](mailto:promotions@muso.live). A copy of the Promoter's terms and conditions can be viewed at <https://www.muso.live/terms-and-conditions>

[conditions](#). The Terms and Conditions contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them.