



GAYMERS MUSIC QUIZ TERMS AND CONDITIONS

1 Access

- 1.1 You can enter the Gaymers Music Quiz through the Gaymers Music Quiz application (hereafter referred to as "**Music Quiz**") on the Facebook platform. You can also find the Music Quiz on the "Music Quiz" tab on the "Gaymers Music" page on Facebook at www.facebook.com/gaymers. The Music Quiz is the sole property of The Gaymer Cider Company Limited (hereafter referred to as "GCC" or "We").
- 1.2 We reserve the right to terminate access to the Music Quiz without notice if any player is found to contravene these terms and conditions (the "**Terms**").

2 Facebook

- 2.1 The Music Quiz is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to GCC and not to Facebook. The information you provide will only be used in accordance with the GCC privacy policy which can be found at <http://www.gaymersmusicquiz.com/privacy-policy.pdf>
- 2.2 Any questions, comments or complaints regarding the Music Quiz must be addressed to GCC at music.quiz@gaymercider.eu.com and **MUST NOT** be directed to Facebook.
- 2.3 By participating in the Music Quiz you hereby release Facebook from all claims, liabilities, losses or damages incurred by you in connection with the Music Quiz.

3 Gameplay

- 3.1 By registering for the Music Quiz you acknowledge that you have read, understood and accept and agree to be bound by the Terms and by the decision of GCC in relation to all matters relating to the Music Quiz, whose decision shall be final. No correspondence shall be entered into.
- 3.2 To take part in the Music Quiz, you must:
- 3.2.1 Be aged 18 or over and of legal drinking age in your country of residence;
 - 3.2.2 Submit accurately and in full your name, email address, telephone number (if requested) date of birth and country of residence into the Music Quiz's registration page;
 - 3.2.3 comply with the following gameplay rules;
 - (a) you are only entitled to play through one Facebook account (being your primary account). Common contact details (including without limitation telephone numbers and e-mail addresses) for Music Quiz registrants may be taken as evidence of contravention of this clause by GCC and can result in a forfeit of any prize eligibility under clause 8.2.;
 - (b) you are forbidden from collusion and the sharing of information relating to questions and/or answers through any means; and
 - (c) you must not use any software or hardware to give a competitive advantage, or to interfere with the Music Quiz in any way.

4 Prize Eligibility

- 4.1 Whilst non-United Kingdom residents (of countries who are not subject to an embargo by the United States) may participate in the Music Quiz, only full time residents of the United Kingdom are, subject to clause 4.2 below eligible for a prize under these Terms (an "eligible player").
- 4.2 Prizes are available to all full time residents of the United Kingdom, except the employees and their families of GCC and its subcontractors,

subsidiaries and anyone professionally connected with the promotion ("excluded players"). For the avoidance of doubt, excluded players may participate in the Music Quiz for recreation.

- 4.3 For the avoidance of doubt, where prizes of any form are referenced in the remainder of these Terms, the reference applies to United Kingdom residents participating in the Music Quiz only.

5 League and Rounds

- 5.1 The Music Quiz is comprised of one league of four weekly rounds (the "**Weekly Rounds**"). Each Weekly Round is comprised of 10 questions. A new Weekly Round will be launched each Friday starting 16 July 12:00BST. Players should play each Weekly Round within the time limits provided in this clause 5 to be in contention for the Weekly Round prizes (as detailed in clause 6). Official opening and closing times for Weekly Rounds are as follows:

5.1.1 Weekly Round one opens on 16 July 2010 12:00 BST and closes on 23 July 2010 11:59 BST;

5.1.2 Weekly Round two opens on 23 July 2010 12:00 BST and closes on 30 July 2010 11:59 BST;

5.1.3 Weekly Round three opens on 30 July 2010 12:00 BST and closes on 6 August 2010 11:59 BST;

5.1.4 Weekly Round four opens on 6 August 2010 12:00 BST and closes on 13 August 2010 11:59 BST;

- 5.2 For the purposes of calculating Music Quiz participant scores, points will be awarded for answering the questions correctly and the faster an answer is correctly given, the more points are scored. Participants will have between 20 to 30 seconds to answer each question posed as part of a Weekly Round, with points being awarded for speed of response (provided that the answer is correct) on a sliding scale from 1000 to 0 points (for an incorrect answer) per question. Failure to answer any question will result in a 100 point penalty being subtracted from the participant's score (the "Music Quiz Scoring System")

6 Music Quiz Prizes

6.1 **Weekly Round, winner prize (in each of the 4 weeks) - Two tickets to Bestival (subject to clause 6.4).**

6.1.1 This prize will be awarded to the eligible player who has scored the highest total of points in a given Weekly Round, by the time/date that the relevant Weekly Round is due to close (see round open/close times in clause 5.1 above).

6.1.2 The winner of each Weekly Round winner prize will be notified by e-mail within five working days of the closing date for the relevant Weekly Round.

6.2 All tickets will be sent to the address of the prize winners (as provided by the relevant prize winner upon our request) a reasonable time in advance of the date of the relevant event.

6.3 Prize winners must ensure that they comply, and procure that any other users of the tickets comply, with the relevant venue and/or festival rules of entry. Any refusal of event entry is not the responsibility of GCC and GCC shall have no liability to the prize winner in respect of the same.

6.4 In the event of any tie for any of the prizes in accordance with the Music Quiz Scoring System, the winner will be selected by means of an independently witnessed draw.

6.5 Details of all prize winners will be made available upon the “prizes” page of the Music Quiz accessed from the homepage. In addition a written request can be made to music.quiz@gaymercider.eu.com.

6.6 By registering for the Music Quiz, all prize winners agree to participate in publicity and material relating to the Music Quiz if reasonably requested to do so by GCC (at GCC’s cost, if any) and GCC reserves the right to use the details of the prize winners in any publicity and/or promotional material.

6.7 Subject to clause 6.9 below, all prizes are as described, not transferable, not exchangeable for cash and no cash alternative will be offered in the event that the prize winners are unable to claim or use the prize for any reason. Notwithstanding the generality of the foregoing, any attempt by a prize winner or potential prize winner to sell any prize (or part of any

prize) to a third party will result in a forfeiture of prizes by that prize winner.

- 6.8 If any advertised prize is not available for any reason, GCC reserves the right to offer an alternative prize of equal or greater value.

7 Limitation of Liability

- 7.1 Except for death or personal injury caused by negligence of the GCC, its employees or agents, or for fraud or fraudulent misrepresentation, neither GCC, its employees nor its agents assume any responsibility or liability for:

- 7.1.1 any system failures on any website or at the handling house;
- 7.1.2 any failure to fulfill obligations of any third parties involved in the Music Quiz, although we will use reasonable endeavours to minimise the effect to the participant of such failure;
- 7.1.3 communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of the Music Quiz;
- 7.1.4 inaccessibility or unavailability of the internet or any website or any combination thereof through dial up, broadband, mobile internet or WAP connections;
- 7.1.5 any injury or damage to your or to any other person's computer which may be related to or resulting from any attempt to participate in the Music Quiz or download of software or reward as part of the Music Quiz;
- 7.1.6 any defects or quality issues with software or download.
- 7.1.7 the content of the software or download if, for any reason the Music Quiz or website is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorised intervention, fraud, technical failures or any other causes which may corrupt or affect the administration security, fairness, integrity or proper conduct of the Music Quiz;

- 7.1.8 any harm or loss suffered as a result of failing to comply with any instructions issued by GCC or failing to exercise due care;
- 7.1.9 any damage, loss, injury or disappointment suffered by you as a result of registering for or participating in the Music Quiz or as a result of accepting any prize; and
- 7.1.10 any other matter outside of our reasonable control.

8 General

- 8.1 We reserve the right to vary or amend these Terms or the format and nature of the Music Quiz from time to time where reasonably required to do so and you agree that no liability shall attach to GCC as a result thereof.
- 8.2 Any breach of these Terms by an eligible player will result in a forfeit of their eligibility for the prizes identified in clause 6.
- 8.3 Bulk Music Quiz registrations from trade, consumer groups or third parties will not be accepted/eligible for prizes identified in clause 6.
- 8.4 The Music Quiz and these Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England.