

ENGLISH

(deutsch- und englischsprachige Teilnahmebedingungen für Deutschland, Schweiz, Österreich, Belgien, die Niederlanden, Luxemburg, Norwegen, Schweden und Australien folgen weiter unten)

(see English language terms for U.K. and U.S. below)

Rules and Regulations "DG Newsletter Survey" – Promotion for Germany, Switzerland, Austria, Belgium, Netherlands, Luxembourg, Norway, Sweden, Australia

These Rules and Regulations apply to your participation in the "DG Newsletter Survey"- Promotion regarding the use of the website <https://competition.umusic.com/dgsurveygwsde>, <https://competition.umusic.com/dgsurveygwsen>, <https://www.umg-signup.com/stage-plus-recruitment#/> ("campaign website"). The personal names (e.g., participant) used herein in masculine form for purely language economics purposes include individuals of each sex (m / f / d).

PARTIES

1. Organizer of the promotion
Organizer of the above referenced promotion is Deutsche Grammophon GmbH, Stralauer Allee 1, 10245 Berlin, Germany. In addition to the above-mentioned campaign website, the organizer operates its own company website <https://www.deutschegrammophon.com/en> and its official Social Media accounts (e.g. Facebook, Instagram, Twitter). Imprint as well as information on security and privacy are available at: <https://www.deutschegrammophon.com/en/terms-and-conditions/privacy-policy>.
2. Participant
Participant is any natural person who enters this promotion by accepting these Rules and Regulations and thus uses the services of the organizer.

ELIGIBILITY

1. Any natural person who accepts these Rules and Regulations and is a legal resident of Germany, Switzerland, Austria, Belgium, Netherlands, Luxembourg, Norway, Sweden or Australia is entitled to participate. *[If the Participant is resident in the United States or United Kingdom, the "Rules and Regulations " DG Newsletter Survey" Promotion for United Kingdom and the United States" set out below shall apply.]*
2. The minimum age for participation is 16 years. Persons under the age of 18 require the consent of their legal guardian(s) to participate. The organizer is entitled to request the underage participant / winner to provide proof of the consent of the person(s) with parental authority at any time. Should this proof be requested by the organizer and not be provided by the participant / winner within the specified period, the organizer is entitled to exclude the underage participant / winner from participation / receipt of the prize.
3. Legal representatives and employees (as well as their relatives) of the organizer, of affiliated companies of the organizer are not eligible to participate.
4. The organizer is at all times entitled to exclude the participant from participation in the above-mentioned promotion, provided that he violates the Rules and Regulations.

START AND END OF THE PROMOTION

The promotion starts on 22nd February 2023 at 10:00 am German Time. The promotion ends 19th March 2023 at 11:59 pm German time ("closing date" or "close of the promotion").

All required actions to participate must be fulfilled by the closing date in order to participate in the promotion.

TERMINATION AND RESTRICTION OF THE PROMOTION

1. The organizer reserves the right to restrict or discontinue individual services and functions on the campaign website at any time and without giving reasons.
2. The organizer reserves the right to cancel or terminate the promotion if there are objective reasons for doing so. In such a case the participants are not entitled to any claims against the organizer.

PARTICIPATION (REQUIRED ACTIONS TO PARTICIPATE)

1. To participate the participant shall perform the action(s) described below and on the campaign website:

Participation in the Deutsche Grammophon reader survey at <https://r2.dotdigital-pages.com/p/53EL-6SC/deutsche-grammophon> or <https://r2.dotdigital-pages.com/p/53EL-6Y0/deutsche-grammophon>

Please note: If the participant has also registered for the study, there is no right to participate in the study. It is therefore possible that the participant will not be selected for this.

2. Furthermore, in order to participate in the promotion, the participant must provide the following information so that he/she can be notified in the event of a win: Email address, Name. The participant is responsible for the accuracy of the contact data provided by him. The organizer is not obliged to determine correct contact data.
3. Limit of one (1) entry per person regardless of entry method.

SELECTION PROCEDURE AND NOTIFICATION OF THE WINNER

1. The will be selected at random within three (3) to five (5) days after the close of the promotion.
2. The winner will be notified by e-mail that the participant provides on the campaign-website.
3. The notified winner must declare the acceptance of his/her prize by a clear answer in the same way of the winner notification not later than 22:00 German time of the day following the day of the notification. If the Organizer sets a different deadline, the winner must declare acceptance within the deadline set in the winner notification ("Acceptance Deadline"). If the winner does not respond to the prize notification within the Acceptance Deadline, the Organizer will set the winner a new deadline ("Grace Period") to accept the prize, if this is possible. If the winner also fails to respond within this Grace Period, he/she will lose his/her winning position and the Organizer will select a new winner.

PRIZE

1. As part of the above-mentioned promotion, there's the chance to win the following prize:

2 x 1 limited edition Chopin Masters Edition worth €59.99 each

20 x 1 voucher worth 20€ for the Deutsche Grammophon Store

20 x 1 voucher for a free month of STAGE+ worth 14,90€ each.

There will be 42 (in words: forty-two) winners.

2. The vouchers are subject to the conditions announced on the campaign website.
3. The prize cannot be redeemed for cash, transferred or assigned to other persons.
4. If tickets for events and concerts or, in individual cases, travel are part of the prize, the following also applies:

It may happen that the organizer itself receives the tickets only at short notice before the event. The tickets can be sent by post to the address in the Germany, Switzerland, Austria, Belgium, Netherlands or Luxembourg specified by the winner or as an electronic ticket to the e-mail address provided. Tickets can also be deposited at the event location. The winner will be informed of the specific method of transmission as part of the prize draw notification. In the case of the allocation of guest list places, the names of the winners and any accompanying persons to be named by the winner will be sent to the respective concert organizer. Winners and accompanying persons must ensure that they can identify themselves on site.

The terms and conditions of the respective concert organizer and ticket provider or the respective airline operating the respective flight or the railroad apply. The winner must ensure that he/she is in possession of all travel documents relating to the person (in particular, valid identity documents and, if necessary, visas) at the start of the trip. The travel dates will be agreed between the organizer and the winner. The winner has no right to travel on a certain date.

The organizer has no influence on postponements or the cancellation of events, concerts, etc.. In such a case, the organizer reserves the right to determine an adequate prize as an alternative. As soon as the organizer has information about possible changes, make-up dates, etc., he will usually announce this on the respective sweepstake website for ongoing sweepstakes and promotions. If a competition or promotion has already ended, the organizer will contact the respective winner(s) directly.

5. If non-cash prizes (e.g. merchandise) are part of the prize, the following also applies:

The winner must provide the organiser with an address in Germany, Switzerland, Austria, Belgium, Netherlands or Luxembourg. The organiser will commission third parties (e.g. DHL, UPS, etc.) to ship the prize to the address named by the winner. The organiser will bear the shipping costs to the winner's place of residence.

The illustrations of the material prizes on the competition website are merely exemplary. The individual prizes may differ in colour, design, etc. from the example model shown. The organiser is entitled to select an item of average type and quality that is adequate for the example model. The place of performance is the registered office of the organizer.

6. Additional costs and expenses incurred over and above the prize, such as travel, catering or similar costs, will not be borne by the organizer.

DISCLAIMER

1. The organizer is only liable for simple negligence in the event of a breach of material contractual obligations and limited to foreseeable damages typical of the contract. Material contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the participant regularly relies
2. Unforeseeable system failures may lead to temporary or permanent failures of the system and to loss of data. The organizer is not liable for any damage or loss of data caused by such failures. The organizer is not liable for damages of any kind caused by other participants of the website. The limitation under this clause 2 does not apply to the cases mentioned in clause 1.

FINAL PROVISIONS

1. The use of the campaign website and the participation in the promotion are free of charge for the participant.
2. Any recourse to courts of law is excluded.

3. The organizer may transfer his rights and obligations from these Rules and Regulations at any time, in whole or in part, to third parties for the purpose of carrying out the promotion.
4. German law shall apply to the Rules and Regulations, expressly excluding its choice of law rules and the UN Convention on Contracts for the International Sale of Goods. This choice of law does not deprive participants of the protection afforded to them under their own laws and such provisions that cannot be derogated from by agreement by virtue of the law of the participant's own jurisdiction.
5. If any provision of the Rules and Regulations is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.
6. The participant may can download these Rules and Regulations in PDF format, either by selecting this via the options of his browser or by right-clicking on the drop-down menu and clicking on "Save as".

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Deutsch

Teilnahmebedingungen für das „DG Newsletter Survey“ – Gewinnspiel für Deutschland, Schweiz, Österreich, Belgien, die Niederlanden, Luxemburg, Norwegen, Schweden und Australien

Diese Teilnahmebedingungen gelten für das „DG Newsletter Survey“ -Gewinnspiel und betreffen die Nutzung der Webseite <https://competition.umusic.com/dgsurveygwsde>, <https://competition.umusic.com/dgsurveygwsen>, <https://www.umg-signup.com/stage-plus-recruitment/#/> („Gewinnspiel-Webseite“). Die Personenbezeichnungen (z.B. Teilnehmer, Gewinner), welche im vorliegenden Dokument aus rein sprachökonomischen Gründen in maskuliner Form verwendet werden, umfassen Personen jeden Geschlechts (m/w/d).

BETEILIGTE PARTEIEN

1. Veranstalter des Gewinnspiels
Veranstalter des oben benannten Gewinnspiels ist die Deutsche Grammophon GmbH, Stralauer Allee 1, 10245 Berlin. Der Veranstalter betreibt neben der oben benannten Gewinnspiel-Webseite die eigene Unternehmenswebseite <https://www.deutschegrammophon.com/de> sowie seine offiziellen Social-Media-Accounts (z.B. auf Facebook, Instagram, Twitter, YouTube). Impressum und Hinweise zu Sicherheit und Datenschutz unter: <https://www.deutschegrammophon.com/de/geschaeftsbedingungen/datenschutzbestimmungen>.
2. Teilnehmer
Teilnehmer ist jede natürliche Person, die an diesem Gewinnspiel durch die Zustimmung zu diesen Teilnahmebedingungen teilnimmt und damit die Dienstleistungen des Veranstalters in Anspruch nimmt.

TEILNAHMEBERECHTIGUNG

1. Zur Teilnahme berechtigt ist jede natürliche Person (im eigenen Namen), welche diese Teilnahmebedingungen akzeptiert und ihren Wohnsitz hat in: Deutschland, Schweiz, Österreich, Belgien, die Niederlande, Luxemburg, Norwegen, Schweden und Australien.
2. Das Mindestalter zur Teilnahme beträgt 16 Jahre. Personen unter 18 Jahren bedürfen zur Teilnahme der Zustimmung ihrer erziehungsberechtigten Person/en. Der Veranstalter ist berechtigt, jederzeit den (minderjährigen) Teilnehmer / Gewinner zum Nachweis der Zustimmung der erziehungsberechtigten Person/en bzw. zum Altersnachweis aufzufordern. Sollte dieser Nachweis vom Veranstalter angefordert und nicht innerhalb der benannten Frist vom Teilnehmer / Gewinner erbracht werden, ist der Veranstalter berechtigt, den (minderjährigen) Teilnehmer / Gewinner von der Teilnahme / dem Gewinnerhalt auszuschließen.
3. Nicht teilnahmeberechtigt sind gesetzliche Vertreter und Mitarbeiter (sowie deren Angehörige) des Veranstalters, von verbundenen Unternehmen des Veranstalters sowie etwaiger an der Aktion beteiligte Unternehmen.
4. Der Veranstalter ist jederzeit berechtigt, den Teilnehmer von der Teilnahme an dem oben benannten Gewinnspiel auszuschließen, sofern dieser gegen die vorliegenden Teilnahmebedingungen verstößt, insbesondere bei Mehrfachteilnahmen (z.B. unter mehreren Namen, Accounts oder E-Mail-Adressen).

TEILNAHMESTART UND -SCHLUSS

1. Das Gewinnspiel startet am 22.02.2023 um 10:00 Uhr deutscher Zeit (MEZ, ggf. mitteleuropäische Sommerzeit je nach Datum). Das Gewinnspiel endet am 19.03.2023 um 23:59 Uhr deutscher Zeit (MEZ, ggf. mitteleuropäische Sommerzeit je nach Datum) („Teilnahmeschluss“).
2. Bis zum Teilnahmeschluss müssen sämtliche Teilnahmebedingungen erfüllt sein, um an dem Gewinnspiel teilzunehmen.

BEENDIGUNG UND BESCHRÄNKUNG DES GEWINNSPIELS

1. Der Veranstalter behält sich das Recht vor, einzelne Dienste und Funktionen auf der Gewinnspiel-Webseite jederzeit und ohne Angaben von Gründen zu beschränken oder einzustellen.
2. Der Veranstalter behält sich vor, das Gewinnspiel abzurechnen oder zu beenden, sofern hierfür sachliche Gründe vorliegen. Den Teilnehmern stehen in einem solchen Fall keine Ansprüche gegen den Veranstalter zu.

TEILNAHMEHANDLUNGEN (NOTWENDIGE HANDLUNGEN ZUR TEILNAHME AN DEM GEWINNSPIEL)

1. Zur Teilnahme an dem Gewinnspiel muss der Teilnehmer die auf der Gewinnspiel-Webseite beschriebene(n) Handlung(en) vornehmen:

Teilnahme an der Leserbefragung der Deutsche Grammophon unter <https://r2.dotdigital-pages.com/p/53EL-6SC/deutsche-grammophon> oder <https://r2.dotdigital-pages.com/p/53EL-6Y0/deutsche-grammophon>

Bitte beachte: Sofern sich der Teilnehmer auch für die Studie registriert haben sollte, so besteht kein Recht darauf, an der Studie teilzunehmen. Es kann also sein, dass der Teilnehmer hierzu nicht ausgewählt wird.

2. Der Teilnehmer muss folgende Daten angeben: Vor- und Nachname, E-Mail-Adresse, Land. Der Teilnehmer ist dabei selbst für die Richtigkeit der von ihm übermittelten Kontaktdaten verantwortlich. Der Veranstalter ist nicht verpflichtet, korrekte Kontaktdaten zu ermitteln.
3. Dem Teilnehmer ist es nicht gestattet, durch Verwendung von Softwareprogrammen, Algorithmen oder sonstige Manipulationen eine künstliche Beeinflussung herbeizuführen, welche sich auf eine bessere Positionierung des Teilnehmers im Rahmen des Gewinnspiels auswirkt. Der Teilnehmer hat die Teilnahmehandlungen selbst durch eigenes persönliches Handeln vorzunehmen.

AUSWAHLVERFAHREN UND BENACHRICHTIGUNG DES GEWINNERS

1. Die Auswahl des Gewinners erfolgt in der Regel unmittelbar nach Teilnahmeschluss innerhalb 3-5 Werktagen auf folgende Art: Per Losverfahren.
2. Die Benachrichtigung des Gewinners erfolgt in der Regel unmittelbar nach Auswahl des Gewinners und auf folgende Art: grundsätzlich per E-Mail.
3. Der benachrichtigte Gewinner muss die Annahme seines Gewinns durch eine eindeutige Antwort in der gleichen Art der Gewinnerbenachrichtigung spätestens bis 22:00 deutscher Zeit des auf den Tag der Benachrichtigung folgenden Tages erklären. Setzt der Veranstalter eine abweichende Frist, so hat der Gewinner die Annahme innerhalb der in der Gewinnerbenachrichtigung gesetzten Frist („Annahmefrist“) zu erklären. Sofern der Gewinner nicht innerhalb der Annahmefrist auf die Gewinnbenachrichtigung reagiert, wird der Veranstalter dem Gewinner eine erneute Frist („Nachfrist“) zur Annahme des Gewinns setzen, sofern dies möglich ist. Sollte der Gewinner auch diese Nachfrist reaktionslos verstreichen lassen, verliert er seine Gewinnposition und der Veranstalter wählt einen neuen Gewinner aus.

GEWINN

1. Im Rahmen des oben benannten Gewinnspiels besteht die Chance, folgenden Gewinn zu gewinnen:

2 x 1 limitierte Edition von Chopin Masters Edition im Wert von je 59,99€

20 x 1 Gutschein im Wert von 20€ für den Deutsche Grammophon Store

20 x 1 Gutschein für einen Gratis-Monat für STAGE+ im Wert von je 14,90€

Es gibt demnach insgesamt 42 (in Worten: zweiundvierzig) Gewinner.

2. Der Gewinn kann nicht ausgezahlt oder auf andere Personen übertragen werden.
3. Sind Sachgewinne (z.B. Merchandise-Artikel) Teil des Gewinns, gilt zusätzlich Folgendes:

Der Gewinner muss dem Veranstalter eine Adresse in Deutschland, Österreich oder der Schweiz nennen. Der Veranstalter beauftragt Dritte (z.B. DHL, UPS, etc.) mit dem Versand des Gewinns an die vom Gewinner benannte Adresse. Die Versandkosten bis zum Wohnsitz des Gewinners trägt der Veranstalter.

4. Die Bebilderung der Sachgewinne auf der Gewinnspiel-Webseite ist lediglich beispielhaft. Die einzelnen Gewinne können in Farbe, Ausführung, etc. vom gezeigten Beispielmodell abweichen. Der Veranstalter ist berechtigt, eine dem Beispielmodell adäquate Sache von mittlerer Art und Güte zu bestimmen. Leistungsort ist der Sitz des Veranstalters.
5. Sind Tickets für Events und Konzerte oder im Einzelfall Reisen Teil des Gewinns, gilt zusätzlich Folgendes:

Es kann vorkommen, dass der Veranstalter selbst die Tickets erst kurzfristig vor dem Event erhält. Die Tickets können auf dem Postweg an die vom Gewinner genannte Adresse in Deutschland, Schweiz, Österreich, den Niederlanden, Norwegen, Frankreich, Spanien, Australien, Kanada oder Japan gesendet oder als elektronisches Ticket an die angegebene E-Mail-Adresse geschickt werden. Daneben können Tickets auch am Veranstaltungsort hinterlegt werden. Dem Gewinner wird die konkrete Übermittlungsart im Rahmen der Gewinnspielbenachrichtigung mitgeteilt. Im Falle der Vergabe von Gästelistenplätzen werden dem jeweiligen Konzertveranstalter Namen der Gewinner und etwaiger, durch den Gewinner zu benennender Begleitperson übermittelt. Gewinner und Begleitperson haben dafür Sorge zu tragen, dass sie sich vor Ort ausweisen können.

Gewinnern, die das 16. Lebensjahr noch nicht vollendet haben, werden nur bei Begleitung durch einen Erziehungsberechtigten oder eine von diesen beauftragte Person in das Event gelassen. Ist der Veranstalter auch der Veranstalter des Events, kann der minderjährige Gewinner den Veranstalter im Voraus um ein Formular bitten, mit welchem die Erziehungsberechtigten ihr Einverständnis zur Teilnahme am Event erklären und eine Aufsichtsperson bestimmen. Anweisungen des Sicherheitspersonals und der Mitarbeiter von Veranstalter im Zusammenhang mit der Aktion vor Ort sind zu befolgen.

Es gelten die Bedingungen des jeweiligen Konzertveranstalters und Ticketanbieters bzw. der jeweiligen Fluggesellschaft, die den jeweiligen Flug durchführt bzw. der Bahn. Der Gewinner hat dafür Sorge zu tragen, dass er bei Antritt der Reise über alle die Person betreffenden Reisedokumente (insbesondere über gültige Ausweise und soweit erforderlich Visa) verfügt. Die

Reisetermine werden zwischen Veranstalter und Gewinner abgestimmt. Es besteht kein Anspruch des Gewinners, die Reise zu einem bestimmten Termin durchzuführen.

- Über den Gewinn hinausgehende zusätzlich anfallende Kosten und Spesen, etwa Reise-, Verpflegungs- oder ähnliche Kosten werden vom Veranstalter grundsätzlich nicht übernommen.

HAFTUNGSAUSSCHLUSS

- Für einfache Fahrlässigkeit haftet der Veranstalter nur bei der Verletzung von vertragswesentlichen Pflichten und beschränkt auf die vorhersehbaren vertragstypischen Schäden. Vertragswesentliche Pflichten sind solche Pflichten, deren Erfüllung die ordnungsgemäße Vertragsdurchführung erst ermöglicht und auf deren Einhaltung der Teilnehmer regelmäßig vertraut.
- Durch unvorhersehbare Systemausfälle kann es zu zeitweiligen oder permanenten Ausfällen des Systems und zu Datenverlusten kommen. Der Veranstalter haftet nicht für dadurch entstehende Schäden oder Datenverluste. Der Veranstalter haftet nicht für Schäden des Teilnehmers, gleich welcher Art, die durch andere Teilnehmer der Webseite verursacht werden. Die Beschränkung nach dieser Ziffer 2 gilt nicht für die Fälle, die in Ziffer 1 genannt sind.

SCHLUSSBESTIMMUNGEN

- Die Nutzung der Gewinnspiel-Webseite sowie die Teilnahme an dem Gewinnspiel sind für den Teilnehmer kostenfrei.
- Der Veranstalter kann seine Rechte und Pflichten aus diesen Teilnahmebedingungen jederzeit ganz oder teilweise auf Dritte zum Zwecke der Durchführung des Gewinnspiels übertragen
- Der Rechtsweg ist ausgeschlossen.
- Diese Teilnahmebedingungen unterliegen deutschem Recht, unter Ausschluss seiner Kollisionsnormen und des UN-Kaufrechts.
- Bei Unwirksamkeit einzelner Bestimmungen dieser Teilnahmebedingungen bleiben die übrigen Bestimmungen gültig.
- Der Teilnehmer kann diese Teilnahmebedingungen im PDF-Format downloaden, indem er dies entweder über die Auswahlmöglichkeiten seines Browsers auswählt oder per Rechtsklick das Dropdown-Menü öffnet und auf „Speichern unter“ klickt.

Rules and Regulations “DG Newsletter Survey” – Promotion for United Kingdom and the United States

These Rules and Regulations apply to your participation in the “DG Newsletter Survey”- Promotion regarding the use of the website <https://competition.umusic.com/dgsurveygwsde>, <https://competition.umusic.com/dgsurveygwsen>, <https://www.umg-signup.com/stage-plus-recruitment#/> (“campaign website”). The personal names (e.g., participant) used herein in masculine form for purely language economics purposes include individuals of each sex (m / f / d).

PARTIES

- Organizer of the promotion**
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- Participant**
Participant is any natural person who enters this promotion by accepting these Rules and Regulations and thus uses the services of the organizer.

ELIGIBILITY

- Any natural person who accepts these Rules and Regulations and is a legal resident of United Kingdom (excluding Northern Ireland) or the 50 United States + D.C. is entitled to participate. *[If the Participant is resident in Germany, Switzerland, Austria, Netherlands, Norway, France, Spain, Sweden, Australia, Canada or Japan, the “Rules and Regulations “L.Dre: Pre-Save to Win” Promotion fo Germany, Switzerland, Austria, Belgium, Netherlands, Luxembourg, Norway, Sweden or Australia” set out above shall apply.]*
- The minimum age for participation is 16 years. Persons under the age of 18 require the consent of their legal guardian(s) to participate. The organizer is entitled to request the underage participant / winner to provide proof of the consent of the person(s) with parental authority at any time. Should this proof be requested by the organizer and not be provided by the participant / winner within the specified period, the organizer is entitled to exclude the underage participant / winner from participation / receipt of the prize.
- Legal representatives and employees (as well as their relatives) of the organizer, of affiliated companies of the organizer are not eligible to participate.
- The organizer is at all times entitled to exclude the participant from participation in the above-mentioned promotion, provided that he violates the Rules and Regulations.

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Participation in the Deutsche Grammophon reader survey at <https://r2.dotdigital-pages.com/p/53EL-6SC/deutsche-grammophon> or <https://r2.dotdigital-pages.com/p/53EL-6Y0/deutsche-grammophon>

Please note: If the participant has also registered for the study, there is no right to participate in the study. It is therefore possible that the participant will not be selected for this.

2. Furthermore, in order to participate in the promotion, the participant must provide the following information so that he/she can be notified in the event of a win: Email address, Name. The participant is responsible for the accuracy of the contact data provided by him. The organizer is not obliged to determine correct contact data.
3. Limit of one (1) entry per person regardless of entry method.

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1. The will be selected at random within three (3) to five (5) days after the close of the promotion.
2. The winner will be notified by e-mail that the participant provides on the campaign-website.
3. The notified winner must declare the acceptance of his/her prize by a clear answer in the same way of the winner notification not later than 22:00 German time of the day following the day of the notification. If the Organizer sets a different deadline, the winner must declare acceptance within the deadline set in the winner notification ("Acceptance Deadline"). If the winner does not respond to the prize notification within the Acceptance Deadline, the Organizer will set the winner a new deadline ("Grace Period") to accept the prize, if this is possible. If the winner also fails to respond within this Grace Period, he/she will lose his/her winning position and the Organizer will select a new winner.

PRIZE

1. As part of the above-mentioned promotion, there's the chance to win the following prize:

2 x 1 limited edition Chopin Masters Edition worth €59.99 each

20 x 1 voucher worth 20€ for the Deutsche Grammophon Store

20 x 1 voucher for a free month of STAGE+ worth 14,90€ each.

There will be 42 (in words: forty-two) winners.

2. The vouchers are subject to the conditions announced on the campaign website.
3. Für die Gutscheine gelten die auf der Gewinnspiel-Webseite bekanntgegebenen Bedingungen.
4. The prize cannot be redeemed for cash, transferred or assigned to other persons.
5. If tickets for events and concerts or, in individual cases, travel are part of the prize, the following also applies:

It may happen that the organizer itself receives the tickets only at short notice before the event. The tickets can be sent by post to the address in the United Kingdom or United States specified by the winner or as an electronic ticket to the e-mail address provided. Tickets can also be deposited at the event location. The winner will be informed of the specific method of transmission as part of the prize draw notification. In the case of the allocation of guest list places, the names of the winners and any accompanying persons to be named by the winner will be sent to the respective concert organizer. Winners and accompanying persons must ensure that they can identify themselves on site.

The terms and conditions of the respective concert organizer and ticket provider or the respective airline operating the respective flight or the railroad apply. The winner must ensure that he/she is in possession of all travel documents relating to the person (in particular, valid identity documents and, if necessary, visas) at the start of the trip. The travel dates will be agreed between the organizer and the winner. The winner has no right to travel on a certain date.

The organizer has no influence on postponements or the cancellation of events, concerts, etc.. In such a case, the organizer reserves the right to determine an adequate prize as an alternative. As soon as the organizer has information about possible

changes, make-up dates, etc., he will usually announce this on the respective sweepstake website for ongoing sweepstakes and promotions. If a competition or promotion has already ended, the organizer will contact the respective winner(s) directly.

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The winner must provide the organiser with an address in United Kingdom or United States. The organiser will commission third parties (e.g. DHL, UPS, etc.) to ship the prize to the address named by the winner. The organiser will bear the shipping costs to the winner's place of residence.

The illustrations of the material prizes on the competition website are merely exemplary. The individual prizes may differ in colour, design, etc. from the example model shown. The organiser is entitled to select an item of average type and quality that is adequate for the example model. The place of performance is the registered office of the organizer.

7. Additional costs and expenses incurred over and above the prize, such as travel, catering or similar costs, will not be borne by the organizer.

DISCLAIMER

1. The organizer is only liable for simple negligence in the event of a breach of material contractual obligations and limited to foreseeable damages typical of the contract. Material contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the participant regularly relies. In the U.K., nothing in these Rules shall limit in any way any party's liability under U.K. law for death or personal injury caused by its negligence. Nothing in these terms and conditions shall affect your statutory rights.
2. Unforeseeable system failures may lead to temporary or permanent failures of the system and to loss of data. The organizer is not liable for any damage or loss of data caused by such failures. The organizer is not liable for damages of any kind caused by other participants of the website. The limitation under this clause 2 does not apply to the cases mentioned in clause 1.

FINAL PROVISIONS

1. The use of the campaign website and the participation in the promotion are free of charge for the participant.
2. Any recourse to courts of law is excluded.
3. The organizer may transfer his rights and obligations from these Rules and Regulations at any time, in whole or in part, to third parties for the purpose of carrying out the promotion.
4. German law shall apply to the Rules and Regulations, expressly excluding its choice of law rules and the UN Convention on Contracts for the International Sale of Goods. This choice of law does not deprive participants of the protection afforded to them under their own laws and such provisions that cannot be derogated from by agreement by virtue of the law of the participant's own jurisdiction.
5. If any provision of the Rules and Regulations is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.
6. By participating in this promotion, each Entrant located in the United States waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."
7. In all applicable territories except the United Kingdom, ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.
8. The participant may can download these Rules and Regulations in PDF format, either by selecting this via the options of his browser or by right-clicking on the drop-down menu and clicking on "Save as".

FAIR PROCESSING NOTICE FOR ANY ENTRANT LOCATED IN THE EUROPEAN ECONOMIC AREA

1. For the purposes of applicable data protection laws, organizer is the data controller in respect of any personal information processed in connection with the promotion.
2. Any personal information provided in the promotion will be subject to applicable data protection laws, organizer's privacy policy is available at <https://sicherheitunddatenschutz.deutschegrammophon.com/>. Organizer will collect, process and use the data provided concerning the participant; such personal data are transferred to Germany and the United States for purposes of management of the promotion; it is not possible for the participant to participate in the promotion without the participant's personal data being processed in this way.
3. Organizer will process any personal information collected in connection with the promotion for the purposes set out in these Rules and Regulations (including the management of the promotion) and organizer's Privacy Policy and in connection with any future offer any participant has expressly opted-in to receive. Organizer will only undertake further processing where organizer has obtained the relevant participant's consent or has another lawful basis to undertake such further processing.
4. It is necessary for organizer to use each participant's personal information for the above purposes in order to perform its obligations to each participant in relation to the administration of the promotion or it is in organizer's legitimate interest to use

each participant's personal information in the ways described in these Rules and Regulations in order to ensure the proper administration of the promotion and for the other purposes described.

5. Organizer will only share each participant's personal information with organizer's group companies, affiliates and suppliers who are assisting organizer in relation to the above purposes, with any third parties, if applicable, specified in organizer's Privacy Policy and as otherwise required by applicable law.
6. Organizer is located in Germany, organizer's group companies, affiliates and suppliers partially in the United States and therefore by entering the promotion each participant acknowledges that his or her personal information will be transferred and processed by organizer and organizer's group companies, affiliates and suppliers outside the European Economic Area. Organizer will take reasonable steps to ensure the security of each participant's personal information in accordance with applicable data protection laws.
7. Entrants in the European Economic Area have certain rights in relation to organizer's processing of their personal information including rights of access, rectification and erasure, a right to restrict processing, a right to data portability and the right to object to certain types of processing (including in relation to direct marketing). If any participant has a concern about any aspect of organizer's privacy practices, including the way organizer has handled the participant's personal information, the participant should contact organizer using the contact details in the "Parties" section above. Participants can also report any issues or concerns to their local supervisory authority. A list of contact details for all EU supervisory authorities can be found at: http://ec.europa.eu/justice/dataprotection/bodies/authorities/in-dex_en.htm.
8. For more information about organizer's processing activities and how to exercise data subject rights, including to opt out of the Promotion and any electronic marketing, please see organizer's Privacy Policy.