

Special Terms and Conditions

The following Special Terms and Conditions for the "Originals Fan Review" prize draw apply in addition to the General Terms and Conditions (listed below):

1. Anyone from any country may participate in this prize draw.
2. All entries for this competition must be received by [August 30, 2017, 23:59 CET](#).
3. In order to take part in this prize draw, it is necessary to upload a photo, graphic or video, which expresses best your feelings for a loved one on Facebook, Twitter and Instagram and tag it with the hashtag #romanzamusic.
4. As part of the competition the participant will only upload photos, graphics or videos produced by itself. The participant warrants and represents that it has not granted the rights in the photos, graphics or videos to a third party and that no other obligations prevent it from agreeing to and fulfilling these terms and conditions. The participant warrants that the photos, graphics or videos are original in themselves and do not infringe any copyright or any other right of any third party. The participant will indemnify the Label in respect of any claims arising from such rights.

The participant hereby grants, transfers and assigns to the Label the non-exclusive and transferable right to exploit the photos, graphics or videos in perpetuity throughout the world in whole or in part via the internet, in particular by means of making available to the public. The transfer of rights particularly includes the right to adapt the photos, graphics or videos, whether by translation or otherwise. The decision about the presentation of the photos, graphics or videos as well as about their publication as such is within the sole and unrestricted discretion of the Label. The participant is not entitled to any publication of the photos, graphics or videos by the Label.

5. The draw for the main prize will take place as follows: on the next working day after the end of the prize draw, Anna Netrebko and Yusif Eyvazov shall determine the main prize-winners. The Label shall inform the winner by contacting them within the social network in which they upload their winning photo, graphic or video. Neither the Label nor its partners will publish the name of the winner on its website without the express permission of the winner.

6. The main prize is 2 (two) tickets for the Berlin Waldbühne concert [on August 31, 2017](#) and the opportunity to meet Anna Netrebko and Yusif Eyvazov backstage – hotel & travel (train or up to two connected flights, more at the discretion of the label) will also be included from anywhere in the world.

General Terms and Conditions for Prize Draws

General Terms and Conditions for the prize draw promoted by:

Deutsche Grammophon Gesellschaft mbH

Stralauer Allee 1

10245 Berlin, Deutschland (hereinafter "the Label")

1. These General Terms and Conditions apply to the prize draw promoted by the Label on the websites of the Label and/or its legal affiliates.
2. To participate in the competition individuals must be over the age of 18 with full legal capacity. Representatives and employees of the Label and its legal affiliates, their first or second-degree relatives and relatives by marriage are ineligible to participate. Invalid participation will not give rise to entitlement to any prize. Entries made via competition or input services cannot be taken into account.

3. Each Participant must submit his/her entry under his/her own name. Prizes cannot be transferred to third parties.
4. The provision of compulsory and voluntary information required for participation in the competition, such as first and last names, address, age and/or email address and/or telephone number shall be handled by the Label in accordance with its statement of data protection and any additional declarations of consent provided. Eligibility for participation in the competition requires that where information is requested, all information submitted must be truthful. Otherwise, the Participant may be excluded from the competition, even at a later date.
5. Where there is a change in the law or legal interpretation or if there is a legal ban, the Label retains the right to exchange the published prize and to replace the prize with other prizes, to amend the relevant competition or to cancel the competition in its entirety. In such circumstances, prize-winners who have already been determined shall have no recourse against the Label or its legal affiliates.
6. Determination of prize-winners is made by the Label, its employees and agents or appointed third parties. In this respect the Label is not liable for simple negligence of these individuals during the prize-winner determination process.
7. If a Participant has won a prize, he/she will be notified in writing (in particular by email) or by telephone. If notification is made in writing, the prize-winner is required to inform the Label in the requested format within five (5) working days (valid once postmarked within this time) after receiving the notification whether he/she will accept the prize. If notification is made by telephone and the Label is unable to reach the prize-winner it will attempt to leave a message insofar as this is technically possible. The prize-winner is required to inform the Label in the requested format within three (3) working days (valid once postmarked within this time) after receiving the notification whether he/she will accept the prize. If these deadlines are not met, the Participant is no longer entitled to the prize. The Label in such case shall be entitled at its sole discretion to either not give the prize to anyone or to determine a new prize-winner and to award the prize to another participant. Claims by the original prize-winner against the Label are invalid.
8. Prizes are limited to the published specifications. For non-cash prizes, the Label will also be responsible for the postage of prizes. Any other services, such as the equipment necessary to use the prizes awarded or, in the case of a specified travel prize, any equipment which the winner may need for the trip or any travel needed to reach the point of departure or any costs incurred during the travel which in the definition of the prize are not listed as being part of the prize, are not included unless otherwise expressly stated in the prize draw rules. Accordingly, the Participant expressly accepts that any costs, expenses or other services incurred by him/her with respect to the prize (particularly with respect to travel) that are not included as part of the prize shall be for his/her own account. The Label furthermore accepts no liability for damages caused by the Participant or due to use of the prize and is hereby indemnified against all such claims from third parties.
9. No equivalent value in cash will be paid out for non-cash prizes.
10. If the Participant is in breach of any special competition rules or these Terms and Conditions, the Label is entitled at any time to exclude the Participant from the competition without prior notice.
11. No legal recourse is permitted.
12. If any provision of these General Terms and Conditions shall be invalid, the remaining provisions shall remain unaffected. The law of the Federal Republic of Germany is applicable. Where the Participant is resident outside the Federal Republic of Germany, it is hereby agreed that the express place of jurisdiction shall be the registered office of the Label.