

COMPETITION TERMS & CONDITIONS

BEFORE ENTERING THIS COMPETITION AND PRIZE DRAW you must read, understand, and accept the following terms and conditions.

Competition:	Pacific Avenue Golden Lanyard Competition 2025-2026.
BMG/We/us:	BMG Rights Management (Australia) Pty Ltd (ABN 53 605 518 312) of Level 3, 270 Devonshire St Surry Hills NSW 2010 Australia, including its affiliates, successors in title, licensees and assigns.
Entrant/you:	Any person that (i) enters the Competition, and (ii) satisfies the eligibility criteria for these Competition Terms and Conditions. Entry is open to all Australian residents over 18 years of age.
Prize:	The prize comprises of two (2) general admission tickets to a Pacific Avenue concert held anywhere in Australia on or after the Draw Date (as defined below). The Winner may attend an unlimited number of eligible concerts, provided that: (a) tickets remain available; (b) the winner complies with all venue and promoter conditions of entry; and (c) subject to the limitations set out below. The following limitations apply: (a) the tickets are valid only for publicly available, ticketed shows and exclude any private, promotional, invitation-only or otherwise non-public performances. (b) The Winning Entrant must notify BMG in writing via email to: [info.au@bmg.com of the concert they wish to attend at least two (2) weeks prior to the concert date. Fulfilment of this request is subject to BMG's absolute discretion, as well as band availability and touring schedules. Nothing in these T&Cs guarantees that tickets will be available for the Winning Entrant's preferred date, location, or performance. (c) If the Winning Entrant does not redeem the prize during the band's upcoming confirmed album tour, 'Lovesick Sentimental', they acknowledge and accept that future Pacific Avenue tours are not guaranteed. Any decision to delay redemption in anticipation of unscheduled future tours is entirely at the Winning Entrant's own risk. (d) The current estimated value of the tickets is AUD \$110. The Winning Entrant may continue to redeem two (2) tickets to eligible concerts until the cumulative total value of all tickets redeemed and covered by BMG reaches AUD \$2,999 ("Maximum Prize Value"). For the avoidance of doubt, once the Maximum Prize Value equals or exceeds AUD \$2,999 (whether through one concert or multiple concerts), the prize is exhausted and no further tickets will be made available to the Winning Entrant. The abovementioned limitations and inclusions are collectively referred to as the "Prize", subject to the terms and conditions outlined herein.
Entry Period:	Opening date for entries is on Monday, 17 November 2025 at 9:00am AEDT. Closing date for all entries is on Friday, 6 March 2026 at 9:00am AEDT. Any Competition entries received after the closing date are automatically disqualified.
Prize Draw:	During the Entry Period, to enter the Competition, Entrants must purchase the 'Lovesick Sentimental' album in digital download format (the Album) as part of the tour ticket bundle (which includes an Australian tour ticket to the "Lovesick Sentimental" tour) via the official Pacific Avenue website using the link provided (collectively, the Album Bundle): https://pacificavenue.com.au/#shows. Entrants will be automatically entered into the Competition upon purchase of the

	Album Bundle. Any cost associated with accessing the Competition page is the Entrant's sole responsibility and dependent on the Internet service provider used. Mailing list sign up is necessary for entry. Once your entry is deemed eligible and accepted, you will be added into a pool of Entrants from which the Winning Entrant will be selected at random. No other method of entry will be accepted.
Winning Entrant:	One (1) Entrant will be selected as the Prize winner in the Prize Draw. The Winning Entrant will be selected at random by BMG on or after Friday, 20 March 2026 (the "Draw Date"). The Winning Entrant will be announced on Friday, 27 March 2026 and notified via email.

By entering the Competition, you will be deemed to have accepted these Competition Terms and Conditions, including the Schedule above (the "**Rules**") and our [Privacy Policy](#).

1. Eligibility

- 1.1. The Competition is open to Australian residents, **EXCEPT**:
 - 1.1.1. employees of BMG or its holding or subsidiary companies;
 - 1.1.2. employees of agents or suppliers of BMG or its holding or subsidiary companies, who are professionally connected with the Competition or its administration; or
 - 1.1.3. members of the immediate families or households of (1.1.1.) and (1.1.2.) above.
- 1.2. In entering the Competition, you confirm that you are eligible to do so and eligible to claim the Prize. BMG may require you to provide proof that you are eligible to enter the Competition.
- 1.3. BMG will not accept entries that are:
 - 1.3.1. automatically generated by computer;
 - 1.3.2. completed by third parties or in bulk;
 - 1.3.3. incomplete; or
 - 1.3.4. reasonably deemed unrelated to the Competition or to be inappropriate.
- 1.4. Each *separate* transaction purchase of the Album Bundle by Entrants will be counted as an entry. Entries on behalf of another person will not be accepted and joint submissions are not allowed. For the avoidance of doubt, multiple entries from the same person (for example, via several purchases of the Album Bundle) will be counted separately with each purchase being submitted and counted as a separate entry.
- 1.5. For entry to be successful, the entrant must:
 - 1.5.1. Enter their full legal name, valid email address and all details required for purchase of the Album Bundle;
 - 1.5.2. Acknowledge acceptance of these Terms and Conditions; and
 - 1.5.3. Warrant that the content of their entry is truthful, accurate and complete, as well as otherwise compliant with these Terms and Conditions.
- 1.6. Entrants accept that incomplete and illegible entries, as well as entries that breach these Terms and Conditions, will be deemed invalid, as determined by BMG in its sole discretion. BMG will also disqualify any individual who has tampered with the entry process or any other aspect of this Competition. In particular, computer-generated entries and the use of "scripting" is not permitted and will not be accepted.
- 1.7. BMG reserves all rights to disqualify you if: (i) you breach these Rules; (ii) your conduct is contrary to the spirit or intention of the Competition; (iii) submit false information or act fraudulently; or (iv) you otherwise fail to satisfy the eligibility criteria outlined hereunder.

2. Entry Process

- 2.1. Standard telephone, mobile data, and internet connection charges may apply. Please check with your network provider for details of such charges.
- 2.2. BMG will **NOT** accept:
 - 2.2.1. responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind;

- 2.2.2. responsibility for any misdirected or incomprehensible entries in the Competition, or any problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to you or any other person's computer related to or resulting from participation in in this Competition; or
 - 2.2.3. proof of transmission as proof of receipt of entry to the Competition.
- 2.3. Entrants acknowledge that the Internet is not a secure medium and information submitted to this Competition via any third-party platform may be accessed by third parties and BMG accepts no liability for third party interaction and/or interference.
- 2.4. BMG hereby excludes all liability for any costs incurred, injury, disappointment and/or losses (including consequential loss of any nature howsoever arising) in any way arising directly or indirectly as a result of entering or attempting to enter this Competition including where caused by BMG negligence (as far as any exclusion is permissible by law which shall not for the avoidance of doubt include excluding any liability for death or personal injury caused by negligence or for fraud).

3. **Winning Entrant**

- 3.1. The Competition is a 'game of chance' lottery whereby BMG will randomly select one (1) Winning Entrant for the Prize from the pool of eligible participants who, purchase the Album Bundle and provide accurate contact details. The draw will take place via an electronic draw system at BMG's registered offices. Pursuant to clause 1.5 BMG's random draw of the Winner or any other aspect of the Competition is final and binding on each entrant who enters and no correspondence or discussion will be entered into regarding the Competition result.
- 3.2. BMG will contact the Winning Entrant as soon as practicable after the Draw Date using the telephone number or email address provided with the Competition entry. BMG is not obligated to leave a voice mail on an answering service. BMG shall have no liability for any winner notification that is lost, intercepted or not received by potential winner for any reason.
- 3.3. If the Prize is not claimed or the Winning Entrant's identity cannot be verified in accordance with these Terms and Conditions, within seven (7) days of receipt of notification of their winnings by BMG (or any later period set by BMG by written notice to the Winning Entrant as extended by BMG), the Prize will be forfeited and will be awarded to an alternate winner (**Alternate Winner**).
- 3.4. At BMG's sole and absolute discretion, the Winning Entrant may be required to verify their identity and proof of purchase of the Album Bundle, at the time of notification. BMG in its absolute discretion reserves the right to verify the validity of the entrant's identity (including an entrant's identity, age and place of residence), including by way of a statutory declaration, and to disqualify entrants if any information provided by an entrant is false or misleading in any way. If the Winning Entrant does not verify their identity, driver's licence or proof of purchase of the Album Bundle upon the request of BMG within seven (7) days of the request (or any later period set by BMG by written notice to the Winning Entrant as extended by BMG), the Prize will be forfeited and will be awarded to an Alternate Winner.
- 3.5. BMG reserves the right, in its sole discretion, to replace or substitute any disqualified Winning Entrant with any other eligible Entrant, but is by no means obliged to.
- 3.6. The Winning Entrant accepts that BMG will have the right, without additional payment or permission, to use appropriate personal information, and/or audio visual recordings of them that are relevant to the Competition, in connection with publicity/promotion for the Prize, and/or BMG (and its subsidiaries, divisions, affiliates, designees, sponsors, licensees, and advertising and promotional agencies).
- 3.7. The Winning Entrant agrees to:
 - 3.7.1. actively participate in good faith and to the best of their abilities during the activities entailed in the Prize, including but not limited to any and all publicity/promotion activity that is deemed appropriate by BMG in its sole discretion;
 - 3.7.2. comply with reasonable requests and instructions from BMG or its representatives prior to and during partaking of the Prize and activities entailed;
 - 3.7.3. take all reasonable steps to ensure their own health and safety when taking part in any events or activities forming part of the Prize Draw and/or Prize and they will comply with the safety standards notified to them by BMG; and
 - 3.7.4. organise their and their guest's travel arrangements (if applicable).

- 3.8. Once the Prize is claimed, the Winning Entrant may have their names published on Pacific Avenue's social media pages and various other media for promotional purposes.

4. The Prize

- 4.1. There is one (1) Prize per Prize Draw.
- 4.2. BMG reserves the right to cancel, amend or substitute the Prize with a prize or prizes of broadly equivalent value. If BMG amends the Prize in a way that may be materially to the detriment of any Entrants, BMG will notify the Entrant of the changes and the Entrant will be given an opportunity to withdraw from the Prize Draw. By continuing to take part in the Prize Draw after notification of the changes to the Rules, an Entrant will be deemed to have accepted the amended Rules.
- 4.3. Should the Prize be amended, cancelled or substituted in accordance with the preceding clause, BMG shall endeavour to inform the Winning Entrant as soon as possible, however BMG will not accept responsibility or be liable for costs, expenses or losses (including consequential losses howsoever arising) incurred directly or indirectly by Winning Entrant and their guest (if any) as a result of the Prize being amended, cancelled or substituted in any way.
- 4.4. The Prize is non-transferable, cannot be redeemed for cash, and it is not exchangeable for any other prizes, goods or services.
- 4.5. If for any reason beyond BMG's control, it is not possible to supply the Prize (or part of the Prize) as advertised, BMG is under no obligation to provide a substitute prize.
- 4.6. The Prize is provided 'as is' and to the extent permissible by law, BMG makes no warranties or representations regarding the appearance or suitability of the Prize, and any photos are illustrative only and should not be relied upon as an accurate description of the Prize (noting image quality will vary based on size and resolution of display). Notwithstanding, BMG limits its liability for breach of any guarantee, warranty or other term or condition under applicable legislation to:
- 4.6.1. the replacement of the Prize or the supply of an equivalent prize;
 - 4.6.2. the repair of the Prize;
 - 4.6.3. the supplying of the Prize again;
 - 4.6.4. the payment of the cost of replacing the Prize or of acquiring an equivalent prize;
 - 4.6.5. the payment of the cost of having the Prize repaired; or
 - 4.6.6. the payment of the costs of having the Prize supplied again.

5. Delivery of Prize

- 5.1. The Prize will be delivered to the Winning Entrant subject to Winning Entrant's compliance with these Terms and Conditions.
- 5.2. BMG will be responsible for the cost of shipping and insurance and agrees to bear the risk and liability of shipping the Prize to the Winning Entrant, until the Prize is delivered to the Winning Entrant.
- 5.3. On delivery of the Prize to the Winning Entrant, all right, title and interest in the Prize passes to the Winning Entrant, free from all encumbrances.
- 5.4. The Winning Entrant acknowledges that the delivery date and receipt of the Prize is dependent on the shipping timeframe to their location and agrees to not hold BMG responsible for delayed delivery or delivery faults beyond BMG's control.
- 5.5. If the Winning Entrant is unavailable to accept delivery of the Prize at the scheduled delivery time, the Winning Entrant agrees and acknowledges that they will forfeit the Prize and that BMG may award the Prize to an Alternate Winner.
- 5.6. The Alternate Winner will be decided by redraw of all entries and notified through the contact details provided in their entry, on the same terms set out in these Terms and Conditions. For the purposes of these Terms and Conditions, where an Alternate Winner has been decided, the Alternate Winner shall also be referred to as the Winning Entrant.

6. Limitation of Liability and Indemnification

- 6.1. Neither party subject to these Competition Terms and Conditions and Rules shall be liable for any failure or delay in performance in respect of this Competition to the extent said failures or delays are proximately caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary licence), fraud, a state of emergency, natural disaster, wars, epidemic, pandemic, government order, technical failures, insurrections and/or any other

cause beyond the reasonable control of the party whose performance is affected or if the administration, security, fairness, integrity or proper conduct of this Competition is compromised or at risk of being compromised, BMG reserves the right without liability to the entrants to cancel, modify, terminate, or suspend the Competition.

- 6.2. Except for any liability that cannot by law be excluded, BMG (including its respective officers, employees and agents) and any Related Bodies Corporate (as that term is understood to mean under *Corporations Act 2001* (Cth)) are not responsible for and exclude all liability (including negligence), for any personal injury; or any claim, loss, or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of acceptance of the Prize including, but not limited to: (a) any technical difficulties or equipment malfunction (whether or not under BMG's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by BMG) due to any reason beyond the reasonable control of BMG; (d) any variation in Prize value to that stated in these T&Cs; (e) any tax liability incurred by a Winning Entrant or Entrant; or (f) use or non-use of the Prize.
- 6.3. Each Entrant hereby agrees to indemnify and hold BMG (and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, subsidiaries, designees, clients, licensees, assigns, employees, officers and directors) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all costs, losses, damages, expenses and liabilities (including for, but not limited to, goodwill and loss of reputation) relating to or arising out a breach by the Entrant of either the Rules or the reasonable requests and instructions of BMG or its representatives in relation to the Prize (including but not limited to any behaviour that constitutes a disqualification under these Rules, and any failure to attend or failure to be punctual in regard to any arrangements made by BMG) or as a result of any breach of any of the warranties, representations or agreements of the Entrant hereunder.

7. Data Protection

- 7.1. BMG will collect personal information about Entrants for the purposes of conducting the Competition and awarding the Prize. BMG will collect and store all personal information in accordance with the *Privacy Act 1988* (Cth), the Australian Privacy Principles and BMG's Privacy Policy (which can be found at <https://bmg.com/au/privacy-policy.html>). In addition, it is a condition of entry into the Competition that:
- (a) all Entrants consent to subscribing to direct marketing communications from BMG about Pacific Avenue, including information about upcoming tours, releases and merchandise;
 - (b) the Winning Entrant consents to the publication of their name in any advertisements or articles relating to the Competition or the Prize; and
 - (c) the Winning Entrant agrees to participate in any media releases, which may include photographs of the Winning Entrant by BMG.

8. General

- 8.1. If any section or part of a section of these Rules is held by a court or some other relevant authority to be invalid or unenforceable the remaining sections of these Rules shall not be affected and the section or part of a section held to be invalid or unenforceable shall be amended by the minimum amount necessary to make it valid and enforceable (where it is possible to do so).
- 8.2. These T&Cs shall be governed by the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts in that State.
- 8.3. Failure by BMG to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 8.4. These Terms and Conditions constitute the entire agreement between each Entrant and the BMG.