

## **TRANSACTION TERMS AND CONDITIONS**

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### **Online Store**

The online store may provide some or all of the following (individually and collectively defined as “**Products**”):

download services for music, videos and other Content such as wallpaper, screensavers and logos;

streaming services designed to enable you to preview and/or listen to and/or watch music and videos online; and/or

the ability to select and purchase CDs, DVDs, merchandise and/or tickets from us

in accordance with the terms below.

You will need to register with the Site to purchase Products. You may purchase downloads for your personal and non-commercial use only. You are not granted any commercial sale, resale, reproduction, distribution or promotional use rights for the Products or any other Content, including any rights for uses that require a synchronisation or public performance licence with respect to the underlying musical composition. We may withdraw Products from the Site at any time.

Please read these Transaction Terms and Conditions carefully.

These Transaction Terms and Conditions govern your relationship with Warner Music UK Limited (“**Warner**”, “**the Company**”, “**we**”, “**our**”, “**us**”) when purchasing Products from the online store.

In the event of conflict between these Transaction Terms and Conditions and any other terms and conditions posted on the Site, these Transaction Terms and Conditions shall prevail.

Please note the System Requirements for downloads and ensure your system is compatible before purchasing:

The services require a compatible device, internet or mobile access and (in some cases) particular third party software will need to be installed. These system requirements and any applicable fees are your responsibility.

For optimum viewing of the Site and use of services your PC will require one of the following browsers:

Internet Explorer 6 or later  
Firefox 2 or later  
Safari

Mac requires Firefox or Safari.

Certain elements of the Site require Flash v8 and Javascript to be enabled.

For any digital downloads purchased from the online store you will need a PC running Windows XP and Windows Media Player version 10 or above.

### **Prices and Payment**

Prices (including VAT and any delivery costs) are as set out on the Site. Prices are subject to change at any time before you submit your order. The text you send in and any download charges made by your network operator will be at your normal operator rate.

The credit and/or debit cards which we can accept for payment are as set out at the point of payment on the Site. Prices appear on the Site and are inclusive of VAT unless otherwise stated. We may change the prices for Products at any time by posting new prices on the Site. You are responsible for payment of VAT and, if you are based outside the UK, any other applicable import duties and taxes that are levied once the Products reach your country.

We do not store the payment information which you provide to the Site.

By paying using your credit or debit card you confirm that the card is yours and that there are sufficient funds or credit available to cover the charges. The purchase will appear on your credit card or bank statement under the merchant name Warner and you may receive separate order references if you purchase a mixed basket of digital and physical Products.

We use encryption technologies to protect the security of your payment details and log in information whilst we process your order.

Please note that downloads may be subject to data charges by your internet or mobile phone provider. You are responsible for payment of such charges. For mobile downloads we strongly recommend using a 3G service and that you have a mobile data tariff.

### **Making an Order**

To order a Product click on the "Buy Now" icon next to the relevant Product icon on screen. You will then be taken to the Basket screen, which displays the Product(s) selected and the delivery options for any physical Products. Once you have selected your delivery option (if appropriate), you should then click on the "Proceed" icon. At this point, you will be taken to a screen where you must enter your billing and delivery address and also add any additional notes to your order. You should then click on the "Proceed" icon and you will be taken to the Payment Details screen, where you will be asked to enter your credit card details. Once you have done this, you should then click on the "Proceed" icon and you will be taken to the Order Summary screen, which contains a summary of your order which may be amended if necessary. If you are happy to confirm your order, click on the "Confirm Purchase" icon, and your payment card details will be submitted to our payment services provider for secure processing. Once your payment has been securely processed, you will be taken to the Order Receipt Confirmation screen. The information on this screen will also be emailed to you at the email address you provide to us.

Your order represents an offer to us to purchase a Product which is accepted by us only once you reach the Order Receipt Confirmation screen. We may reject your order for any reason prior to acceptance. Legal title to the Products shall be retained by Warner until we receive payment from you in full in respect your Website order.

You can download each purchased download by clicking on the download link displayed on the Order Receipt Confirmation screen. You may only transfer downloads to portable devices (e.g. mp3 players) and burn downloads to CDs in accordance with the rules set out in the section headed **Usage Rules for Downloads** below.

### **Right of Cancellation**

With the exception of downloads and tickets, you have a right to cancel your purchase of Product(s) from the Site and receive a full refund if you retain such Product(s) unopened (i.e. in original sealed packaging) and undamaged and notify us at the customer service email address below within thirty (30) days beginning with the day after the day on which you received such Product(s). In the event of your cancellation as outlined above, you must return such Product(s) to us unopened and undamaged within ten (10) working days beginning with the day after the day on which we received your valid cancellation notice. The date upon which the package is post-marked will determine whether you have returned the Product(s) within this time period and Products will be deemed received 2 days after the date of the post-mark (not including Sundays and public holidays). We will not be responsible for the costs of such return, unless the value of your returned goods is EUR 40 (GBP 40) or more. Failure to comply with the return obligations under this clause will result in a deduction by us of the direct cost of recovering the unreturned Product(s). All refunds will be processed at our sole discretion according to the condition of the returned Product(s).

You have no right of cancellation in the event that you have unsealed (i.e. opened) audio or video Products received from us. Tickets and downloads purchased are non-refundable and non-exchangeable.

### **Delivery**

We will endeavour to process your order within 24 hours from receipt of payment from you. You should receive your Product within 5 working days of placing of your order. If there is going to be a delay, we will notify you by email of the estimated delivery dates, whereupon you will be given the option to

continue with your order or request a full refund.

### **Usage Rules for Downloads**

We are not able to cancel your purchase once we begin the process of supplying your download.

In respect of mp3 downloads, you are permitted two (2) re-deliveries of each mp3 previously downloaded by you to the PC, portable device or mobile device (as applicable) to which the mp3 was originally delivered in the event of a bona fide hard drive crash or operating system upgrade.

To initiate re-delivery, either (i) click on your original download link; or (ii) contact customer services at the email address provided below, and a download link will be re-issued to you.

You may not burn any audio-visual Products (e.g. video downloads) to DVDs or otherwise. Each purchased audio-visual Product may be activated on up to three (3) PCs, in each case, for personal use. You may transfer audio-visual Products from PCs to up to three (3) portable devices with security set at a level no less than "1000".

You may export, burn (if applicable) or copy Products (where permitted) solely for personal non-commercial use.

### **Technical Problems and Defective Products**

Occasionally, technical problems may delay or prevent delivery of a purchased Product. In the event that you receive a defective physical Product, provided that you return such defective physical Product to us within ten (10) working days following receipt (determined in the same manner as the **Right of Cancellation** above), we will (on your election) either send you a replacement physical Product, or provide you with a full refund. We will cover the cost of any defective physical Product returned by you up to the value of standard Royal Mail first class postage.

### **Miscellaneous**

If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions, shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions.

These Terms and Conditions and any posted operating rules constitute the entire agreement of the parties with respect to your use of the Site and the Services, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such use. You agree that you have not relied on any statements made by Warner in your decision to agree to these Terms and Conditions.

These Terms and Conditions shall be governed by and construed in accordance with the laws of England. You hereby agree to the non-exclusive jurisdiction of the Courts of England regarding any and all disputes relating to or arising from these terms and conditions or your use of the Site or the Services.

### **Contacting Us**

If you have any queries about these Terms and Conditions, the Site or any of our Services please contact us at the following address:

Business Affairs  
Warner Music UK Limited  
The Warner Building  
28a Kensington Church Street  
London  
W8 4EP

For all customer service enquires (including technical queries and returns), please contact us at the following email address:

[customerservices@warnerartists.com](mailto:customerservices@warnerartists.com)

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