

TIMGUL HOLIDAY SEASON COMPETITION 2009

TERMS AND CONDITIONS

The competition is organised by TIMGUL (<http://www.mtv-music-generator.com>) .

Competition entries must be received by midnight on the 17th December 2009 through the TIMGUL website as a posting in the forums with an audio file download.

TIMGUL reserves the right to cancel or amend the competition or the rules at any time. Any changes will be posted within these terms and conditions. In the event of any dispute regarding the rules, conduct, results and all other matters relating to a competition, the decision of TIMGUL shall be final and no correspondence or discussion shall be entered into.

This competition is open to anyone aside from the competition Judge(s) and you may enter the competition as many times as you like.

By entering the competition, you hereby warrant that all information submitted by you is true, current and complete. TIMGUL reserves the right to verify the eligibility of all entrants. TIMGUL reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the rules.

All entries MUST be composed using one of the following software titles; MUSIC, MUSIC 2000, MTV MUSIC GENERATOR, MTV MUSIC GENERATOR 2, POCKET MUSIC (GBA/GBC), MUSIC 3000, MUSIC 2002 CLUB EDITION. TIMGUL may ask for proof that entries were created using one of the permitted products. To keep file sizes down we recommend MP3 as the preferred file format. To qualify you must post your entry to the TIMGUL website before midnight on 17th December 2009. Neither Jester Interactive Limited nor Codemasters plc are affiliated with this competition.

Prize winners will be selected by the Judge(s) appointed by TIMGUL. The winner will be selected from all entries received by midnight on the 17th December 2009. The judges' decision is final. No correspondence will be entered into. The winner(s) will be notified via e-mail and via the <http://www.mtv-music-generator.com> website.

Prizes are non-transferable and there is no cash alternative. TIMGUL reserves the right to change the available prize(s), competition categories, number of winners and other competition details at their discretion. No prizes will be awarded as a result of improper actions by or on behalf of any entrant. Prizes will be shipped to the winner(s) free of charge. All taxes, insurances, transfers and other expenses incurred in the receipt or use of any prize are the sole responsibility of the prize winner.

TIMGUL does not claim any rights of ownership in your entry. As such, you retain ownership of your entry and, although TIMGUL will be able to use entries as set out in the rules, you will also have the right to use your entry in any way you choose. You grant TIMGUL (and third parties authorised by TIMGUL) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the entry) to use, display, publish, transmit your entry for the purposes of the competition.

TIMGUL does not guarantee to use or otherwise make available any entry. TIMGUL may also, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to entries that appear to be legally or otherwise problematic e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory etc. or for any other reason.

By entering the competition you hereby warrant that your entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening.

TIMGUL cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. TIMGUL is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination of these, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation, uploading or downloading any materials in the competition.

If you do not agree with ALL the TERMS AND CONDITIONS do not enter the competition. The competition and rules will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.