City Beats Competition (the "Competition")

Terms and Conditions of the Competition (the "T&Cs")

Promoters

1. This Competition is organised and promoted by Manchester City Football Club Limited (the "**Promoter**").

The Competition

2. The Competition will commence at 17:00 (GMT) on 7 June 2012 ("**Competition Opening**").

3. In accordance with the Competition guidance (available at http://www.mcfc.co.uk/News/Club-news/2012/June/City-Beats-launch), entrants will be invited to submit recordings of their own original songs as performed by them (an "**Entry**") by uploading them to the DropBox at www.soundcloud.com/citybeatsmcfc. The file names of all Entries shall be the name of the entrant. Entrants may be individuals or groups of individuals. Entrants should also submit their contact details (including their name) to competitions@mcfc.co.uk no later than the Submission Deadline. There is a limit of one Entry per Entrant. Entrants will be required to have internet access to enter the Competition but the Promoter shall bear no responsibility for providing such access.

4. All Entries must be received by the Promoter before 17:00 (GMT) on Friday 6 July 2012 (the "**Submission Deadline**").

5. If you are under 18 years old you must obtain the prior consent of your parent or legal guardian before entering the Competition.

6. Entrants must be resident in the UK to enter the Competition.

7. The Promoter shall be entitled at any time throughout the Competition to request supporting documentation from entrants in order to obtain proof that conditions 5 and 6 above (i.e. birth certificate and/or valid passport) have been satisfied and that the entrant in question is therefore eligible to enter the Competition.

8. The Promoter reserves the right to disregard any Entry which does not comply with the competition guidance, is received before the Competition Opening, is received after the Submission Deadline or does not comply with any of these T&Cs.

9. On or after the Submission Deadline, the Promoter will select no less than one winner of the Competition ("**Winning Entry / Entries**"). The Promoter's decision shall be final. Each individual entrant may have no more than one of their Entries picked as a Winning Entry.

10. The Winning Entry / Entries shall appear on the Promoter's "City Beats" mobile phone application on or after 11 July 2012, the Promoter's website and at any other location and/or in any other media at the Promoter's choice (the "**Prize**"), which shall be non-refundable, for money or at all. There will be no cash or other alternative for the Prize.

11. The Winner(s) shall make themselves available at such times and in such locations as the Promoter may reasonably require in respect of the Competition including, without

limitation, rehearsals, publicity (both during and after the Competition), press calls, photographs, recordings and/or other contributions.

12. By entering the Competition, entrants agree to adhere to these T&Cs.

13. The Promoter reserves the right to amend any dates and times set out in these T&Cs, the competition guidance or otherwise (including, without limitation, verbally) and to terminate the Competition, at any time without liability to any entrant or potential entrant. The Promoter's decision in this respect shall be final.

14. A copy of these T&Cs will be available during all stages of the Competition on the Promoter's website or on written request to the Promoter at Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester, M11 3FF.

Intellectual Property

15. By entering the Competition, all entrants grant to the Promoter a perpetual, non-exclusive licence to use all the intellectual property rights they own in their Entries. This will include the right to permit the Promoter and users of the Promoter's mobile phone application to remix, sample and otherwise amend the Winning Entry / Entries. All intellectual property rights in all such remixes and reworkings of the Winning Entry / Entries shall belong to the Promoter.

16. By entering the Competition, all entrants agree to waive their moral rights in respect of their Entries to which they are entitled at the time of entry and at any future time under the Copyright, Designs and Patents Act 1998 as amended from time to time. This waiver is made in favour of the Promoter and users of the Promoter's "City Kick" mobile phone application.

17. Entrants warrant that all Entries they submit:

a. have been created by them; and

b. are wholly original; and

c. are not subject to any third party rights or encumbrances (such as any copyright in the recording submitted) which have not been notified to the Promoter prior to their submission in the Competition and the inclusion of their Entries as part of the Competition do not, and will not, infringe the rights of any third party nor any common law or statutory rights in the designs or artwork or any other material.

Entrant's Warranties

18. By entering the Competition, each entrant warrants that he/she:

a. has read, understood and agrees to adhere to these T&Cs and any Competition guidance;

b. is eligible to enter the Competition;

c. shall indemnify, keep indemnified, and hold harmless the Promoter in respect of all actions, proceedings, claims, damages and other liabilities which may be brought

against or incurred by the Promoter as a result of his/her breach of any warranties, representations, obligations or undertakings contained in the Competition guidance or these T&Cs;

d. has not and shall not enter into any agreement or arrangement with any person, firm or company in respect of his/her Entry into the Competition;

e. shall observe and adhere to all rules and instructions (including fire safety and security arrangements) in force or given by the Promoter in relation to any location attended by the entrant in connection with the Competition;

f. shall be deemed to have granted the licence detailed at term 15 above to the Promoter in respect of all intellectual property owned by that entrant in his/her Entry; and

g. has submitted to the Promoter personal details and/or any other information which is truthful, accurate and in no way misleading and shall inform the Promoter immediately if this information becomes inaccurate; and

h. is not a member of any performing rights organisation or any other organisation with the right to collect royalties on the entrant's behalf; and

i. agrees to observe all procedures and rules and obey all instructions in force or given by a member of the Promoter and/or any location staff in connection with the Competition and the management of the locations and the fire safety and security arrangements in those locations.

Winners

19. The Winner(s) will be notified by telephone, e-mail or post on or after 9 July 2012.

20. Information about the Winner(s) (excluding excessive personal information) will be made available on the Promoter's website and mobile phone application on or after 9 July 2012.

Disqualification from the Competition

21. The Promoter reserves the right to disqualify, at its sole discretion, any entrant who:

a. provides untruthful, inaccurate or misleading personal details and/or information;

b. who fails to abide by the Competition guidance and/or these T&Cs; or

c. who is deemed in the Promoter's opinion to be acting or to have acted outside the spirit of the Competition.

22. The Promoter's decision to disqualify any entrant in accordance with condition 21 above shall be final.

23. The Promoter will endeavour to operate the Competition and apply the T&Cs and any additional rules fairly and consistently.

Data Protection

24. All Personal Data held by the Promoter will be held and used in accordance with the Promoter's privacy policy (which can be found at www.mcfc.co.uk/common/privacy) and the Data Protection Act 1998.

25. Entrants agree, by submitting their personal information ("**Personal Data**") to the Promoter on entry to the Competition, that from time to time the Promoter's partners (including the Promoter), sponsors or associated companies may contact them by post, telephone, SMS message and/or e-mail with information regarding relevant goods and/or services they feel may be of interest to the entrant in question (subject to entrants' consent).

26. Any entrant who does not wish for their Personal Data to be held or used in this way should contact the Promoter by writing to Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester M11 3FF.

Force Majeure

27. The Promoter shall not be liable for any failure to comply with its obligations in relation to the Competitions where the failure is caused by something outside their reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to a force majeure event.

Limited Liability

28. The Promoter accepts no responsibility for any damage, loss, liabilities, injury or disappointment (direct or indirect) incurred or suffered by any entrant as a result of entering the Competition or accepting the prize. Nothing in these T&Cs shall exclude the liability of the Promoter for death or personal injury occurring as a result of its negligence, fraud or fraudulent misrepresentation

Severability

29. If any provision, or any part of a provision, of these T&Cs or any other rules or guidance relating to the Competition (the "**Rules**") is adjudged by a court to be void or unenforceable, then such provision or the part in question shall in no way affect any other provision of the Rules which shall be construed only to the extent necessary to bring it within legal requirement as if such invalid or unenforceable part did not exist.

Governing Law and Jurisdiction

30. These T&Cs and the Rules shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction.