

TERMS AND CONDITIONS OF THE YAMAHA FRETELLO APP PROMOTION

ARTICLE 1 – THE ORGANIZER

- 1.1. The organizer is Yamaha Music Europe GmbH, Siemensstraße 22-34, 25462 Rellingen, Germany (“Yamaha”).
- 1.2. Yamaha reserves the right to cancel the promotion at any time.
- 1.3 By registering, Participants agree to be bounded by these Terms and Conditions.

ARTICLE 2 – PARTICIPANTS

- 2.1 Participation in this promotion is restricted to retail customers of Territory of Yamaha (“Participants”). Employees of Yamaha, its affiliates, their families, agents, and other parties directly involved in this promotion are not entitled to participate. Participants must be over the age of 18. The promotion is only open to Participants who have purchased a corresponding product during the promotional period.
- 2.2 Yamaha reserves the right to verify the Participants’ eligibility and/or exclude Participants at its sole discretion at any time and for any reason. Resellers may not assert any claims on behalf of their customers.

ARTICLE 3 – RULES OF PARTICIPATION

- 3.1 In order to receive a free one month trial period to use Mobile Application offered by Fretello GmbH (“Fretello”) to be able to access to Guitar Lessons (“free trial”), the Participant must have: purchased Yamaha Pacifica product with the code of pac012 in any colour (“Product”) during the purchase period from any authorized Yamaha dealers (“Dealer”) (authorized) in Yamaha Territory.
 - 3.2 Promotional period: The period of the Free trial must take place in the period from 1st Feb 2023 to 31st December 2023.
 - 3.3 Purchase Period: The period when participants buy their Products between the dates 01st Feb 2023 - 31st December 2023.
- 3.3 The promotion does not apply to used, repaired, or upgraded products.
- 3.4 Only one (1) free trial may be submitted per purchase. Only one (1) free trial may be submitted per Participant.
- 3.7. Every newly purchased Pacifica 012 guitar now includes a voucher with QR code, after scanning the QR code you will be directed to Fretello App’s page to continue your registration and start your one-month free trial period.
- 3.8 The free trial requires a smart cell phone or a smart tablet to download the Fretello App to be able to use the application.

ARTICLE 4 – FREE TRIAL

- 4.1 The free trial cannot be exchanged for cash and also cannot be assigned to any 3rd Party.
- 4.2 The free trial cannot be offered to a Participant who:

- a. has not purchased the Product from an authorized Dealer; and/or
- b. has not [completed the registration to the Fretello's App](#) ; and/or

4.3 The free trial will be provided once the Participant has complied with the conditions under this Terms and Conditions and by completing and submitting their registrations on Fretello App, Participants confirm that they agree to be bound by those Terms and Conditions.

4.4 Promotional free trial may only be claimed once and cannot be used in combination with other promotional vouchers or offers for the Promotion.

4.5 This promotion does not affect the legal rights of any buyer or Participant. Faulty, damaged or defective products and products paid by the customer/participant in instalments or distance purchases must be returned to the Dealer for repair, exchange, or refund, in accordance with and in compliance with the local laws of the country in which the product was purchased.

ARTICLE 5 – DATA

Upon registration to Fretello App, the Participant may provide personal data such as their name, address, to receive the access for free trial provided by Fretello where your data will be stored and processed by Fretello for the purpose of managing free trials. Please refer to privacy policy of Fretello here: [Terms of Service | Fretello](#). You may object to the use of your personal data at any time by notifying dataprotection@contact.europe.yamaha.com.

ARTICLE 6 – DISCLAIMER

6.1 Yamaha accepts no responsibility for lost or late applications, or for applications that are not received on time.

6.2 Incomplete or illegible applications will be excluded from participation. The Participant is responsible for providing sufficient details to enable applications to be processed.

6.3 Yamaha is not liable for any costs incurred by the Participant in connection with the promotion.

6.4 Yamaha will not be liable for late applications of any kind in respect of this promotion.

6.5 Yamaha shall not be liable for any failure to perform under this offer if the failure is caused by force majeure (i.e. is beyond Yamaha's and Fretello's control) and/or events which, through no fault of the parties, make it impossible to perform or perform satisfactorily.

6.6 Yamaha reserves the right to refuse unjustified registrations, as well as to withdraw this promotion entirely at any time, or to unilaterally modify the Terms and Conditions without incurring any obligations.

ARTICLE 7 – JURISDICTION

These terms and conditions and any disputes or claims arising out of or in connection with them shall be governed by the local laws of the country in which the product was purchased, and participants agree that the courts of the country in which the product was purchased shall have exclusive jurisdiction.

ARTICLE 8 – SEVERABILITY

Should any provisions of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.