

## **PROMOTION TERMS & CONDITIONS**

1. Please read these terms & conditions ("**Terms**") carefully. By entering the Promotion (as defined below), you are agreeing to be bound by these Terms. You should also read our privacy policy at <https://www.cartoonnetwork.co.uk/privacy-policy> which explains how we will use the data you provide us with when entering this Promotion.
2. Subject to the provisions of paragraph 6 below, this promotion ("**Promotion**") is open to all persons who are resident in the United Kingdom and the Republic of Ireland.
3. All entrants who are under eighteen (18) years of age must have parental/guardian consent to enter this Promotion and their parent or guardian must agree to these Terms for themselves and on behalf of the entrant. By entering this Promotion each entrant confirms that he/she has obtained such consent and agrees to be bound by these Terms and confirms that he or she has obtained the required parental/guardian consent.
4. This Promotion is being organised and operated by Turner Broadcasting System Europe Limited of Turner House, 16 Great Marlborough Street, London W1F 7HS, United Kingdom ("**Turner**").
5. The Promotion is being conducted through the website at <http://www.cartoonnetwork.co.uk/christmas> (the "**Website**").
6. No employee or family member of an employee of Turner or its affiliated companies, subcontractors, agents or assigns or anyone else professionally connected with the Promotion is permitted to enter the Promotion.
7. By entering this Promotion pursuant to these Terms, each entrant ("**you**", "**your**", "**entrant**") agrees to be bound by these Terms and by the decision(s) of Turner, whose decision shall be final, in relation to all matters relating to the Promotion. No further correspondence will be entered into by Turner.
8. All times and dates set out in these Terms refer to the times and dates in United Kingdom and in the Republic of Ireland. In the event of any dispute over the time or date of any entry submitted, the decision of Turner shall be final.
9. For the avoidance of doubt a computer and internet access is required to enter this Promotion. It is the responsibility of the entrants to ensure permission is gained from the owner of the computer and the individual who pays for the internet service provider. No refund may be claimed for expenses related to the use of an internet connection for the purpose of participating in this Promotion.
10. No purchase of any product is required to enter this Promotion.
11. Entries will not be valid where they are made online using methods generated by a script, macro or the use of automated devices. Turner reserves the right to verify the validity of entries and to exclude entries it believes have been made using any automated entry techniques.

### **Entry**

12. The commencement date of the promotion is 00:01 on 01 December 2019 ("**Commencement Date**") and the closing date for the promotion is 23:59 on 01 January 2020 ("**Closing Date**") ("**Promotional Period**").
13. Entrants may enter by:
  - 13.1. acting in accordance with these Terms;
  - 13.2. submitting their details as directed on the Website (being Valid Entry's full name and email address; or Valid Entry's parent/guardian full name and email address, should Valid Entry be a minor); and
  - 13.3. answering correctly the daily following question ("**Question**"): "Which character did you see being picked today on your TV screen?" on the website. The questions are multiple choice questions. The answer will be on the Cartoon Network TV channel during the promotional period.
14. There will be one (1) prize draw each day throughout the Promotional Period (each a "**Daily Draw**"). Each entrant that validly submits their entry as set out above (each a "**Valid Entry**") will be entered into the relevant Daily Draw, where the first Valid Entry randomly selected from the Daily Draw (each a "**Daily Winner**") shall win a Prize (defined below). Each Winner shall be selected at random within seven (7) days after the relevant Daily Draw.
15. The Selection Criteria shall mean answering correctly the question set out in paragraph 13.1 above.
16. Entrants are limited to five (5) entries per person and each entrant shall not submit or attempt to submit more than five (5) entries for the duration of the Promotion. Turner reserves the right to refuse entry of any individual to the Promotion who submits or attempts to submit more than five (5) entries.

### **Prize & Requirements**

17. There are twenty five (24) prizes available to be won and are detailed below (each a "**Prize**"). For the avoidance of doubt, each Winner shall win only one (1) Prize of the ones listed below, which shall be determined by Turner in its absolute discretion, subject to availability:
  - 17.1. One (1) Adidas Badge of Sport Backpack (worth approximately GBP 20 (or the equivalent in Euros));
  - 17.2. One (1) Sonneti Blake Jacket Junior (worth approximately GBP 35 (or the equivalent in Euros));
  - 17.3. One (1) pair of Adidas Originals Gazelle II Junior (worth approximately GBP 43);
  - 17.4. One (1) New Era MLB New York Yankees Tape 9FORTY Cap (worth approximately GBP 25 (or the equivalent in Euros));
  - 17.5. One (1) McKenzie Girls' Skylar Jacket Junior (worth approximately GBP 45 (or the equivalent in Euros));
  - 17.6. One (1) Vans Check Backpack (worth approximately GBP 30 (or the equivalent in Euros) );
  - 17.7. One (1) gift card for an amount of fifty pound sterling (GBP 50.00) (or the equivalent in Euros) to be redeemed at any JD Sports retail store located across the United Kingdom and/or the Republic of Ireland;
  - 17.8. One (1) Nike Academy Track Pants Junior (worth approximately GBP 25 (or the equivalent in Euros) );

- 17.9. One (1) pair of Adidas Originals Gazelle II Junior (worth approximately GBP 43 (or the equivalent in Euros) );
  - 17.10. One (1) Fila Younes Bum Bag (worth approximately GBP 20 (or the equivalent in Euros) );
  - 17.11. One (1) Nike Sportswear Fleece Tracksuit Junior (worth approximately GBP 50 (or the equivalent in Euros) );
  - 17.12. One (1) pair of Adidas Originals U\_Path X Junior (worth approximately GBP 45 (or the equivalent in Euros) );
  - 17.13. One (1) Nike Premier League 2019/20 Strike Football (worth approximately GBP 23 (or the equivalent in Euros) );
  - 17.14. One (1) gift card for an amount of one hundred pound sterling (GBP 100.00) (or the equivalent in Euros) to be redeemed at any JD Sports retail store located across the United Kingdom and/or the Republic of Ireland;
  - 17.15. One (1) New Era MLB Toronto Blue Jays 9FORTY Cap (worth approximately GBP 20 (or the equivalent in Euros));
  - 17.16. One (1) Puma Girls' Core Leggings Junior (worth approximately GBP 20 (or the equivalent in Euros));
  - 17.17. One (1) Adidas Originals Continental 80 Junior (worth approximately GBP 45 (or the equivalent in Euros));
  - 17.18. One (1) New Era MLB New York Yankees 9FORTY Cap (worth approximately GBP 23 (or the equivalent in Euros));
  - 17.19. One (1) Nike Girls' Shine Crop Overhead Hoodie Junior (worth approximately GBP 35 (or the equivalent in Euros));
  - 17.20. One (1) pair of Nike Air Max 95 Junior (worth approximately GBP 75 (or the equivalent in Euros));
  - 17.21. One (1) gift card for an amount of one hundred and fifty pound sterling (GBP 150.00) (or the equivalent in Euros) to be redeemed at any JD Sports retail store located across the United Kingdom and/or the Republic of Ireland;
  - 17.22. One (1) McKenzie Backpack (worth approximately GBP 15 (or the equivalent in Euros) );
  - 17.23. One (1) pair of Vans Old Skool Junior (worth approximately GBP 47 (or the equivalent in Euros) );
  - 17.24. One (1) gift card for an amount of two hundred and fifty pound sterling (GBP 250.00) (or the equivalent in Euros) to be redeemed at any JD Sports retail store located across the United Kingdom and/or the Republic of Ireland;
- 18. Before being declared a Winner and receiving their Prize, the potential Prize winner may be required to: provide a proof of age, residence and identity, which may include but is not limited to a copy of proof of residence, passport or similar government issued identification before receiving their Prize.
  - 19. Failure to provide Turner with this information within the reasonable timeframe set by Turner may result in the Winner forfeiting their Prize and Turner drawing another qualifying entry as soon as reasonably possible thereafter.
  - 20. For the avoidance of doubt, all costs associated with the Prize not specifically included and outlined in the definition of the Prize at paragraph 17 above will be borne solely by the Winners
  - 21. It is the responsibility of the Winners to provide any required documentation and any other legal requirements for the Prize and/or documentation required by law and/or Turner.

#### **Notification and Prize Delivery**

- 22. Each Winner will be notified by email via the email address provided at entry into the Promotion within fourteen (14) weeks of the Daily Draw ("**Notification**").
- 23. Unsuccessful entrants will not be notified.
- 24. The delivery details of the Prize shall be determined by Turner in its complete discretion. Details of delivery of the Prize (including but not limited to the time, date and location of delivery) shall be provided to each Winner at Notification.
- 25. No entry shall be able to provide alternative contact information to that provided to enter the Promotion for any reason.
- 26. In the event that Turner cannot contact the potential winners within seven (7) days of the Notification or the potential winners are unavailable to retrieve the Prize for any reason whatsoever, such entry will be deemed null and void and Turner shall draw another qualifying entry as soon as reasonably possible thereafter.

#### **General Terms**

- 27. No entry shall be able to provide alternative contact information to that provided to enter the Promotion for any reason.
- 28. All entries are deemed to have been received at the time of entry into the Turner's database and not at the time when the entry is sent to the Website by the entrant.
- 29. If there is any dispute as to the identity of a Winner, the decision of Turner shall be final.
- 30. Submitting the online entry form or any other form of evidence of submitting the online entry form is not proof that your entry has been received. Turner accepts no responsibility for entries that are incorrectly completed, lost, delayed or which are not received for any reason.
- 31. The Prize is as described and is not transferable, not exchangeable and no cash alternative will be offered in the event that a Winner is unable to claim the Prize for any reason whatsoever. In the event of unforeseen circumstances, Turner reserves the right to replace the entire Prize or prize components with prizes of equal or greater value.
- 32. The Winner and their parent/guardian (if applicable) hereby agree that the Winner shall participate in reasonable publicity resulting from the Promotion if requested to do so by Turner, and the Winner and its parent/guardian consent to Turner using their name, photograph and audio and/or visual recordings of them in any publicity relating to the Promotion.
- 33. To the fullest extent permissible by law, none of Turner or any of their affiliate companies, employees, directors, employees, agents, assigns or sub-contractors accepts any responsibility or liability for any damage, loss, injury or disappointment suffered by any entrant accessing the Website, entering the Promotion competition or as a result of

accepting any Prize. Proof of sending is not accepted as proof of receipt. Turner are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any delay or failure of any postal or equivalent delivery service, or any combination thereof, including any injury or damage to the entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Promotion. Nothing shall exclude Turner's liability for fraudulent misrepresentation, death or personal injury as a result of such entity's negligence or any other liability that cannot be excluded or restricted by law.

34. Events may occur that render the Promotion itself or the awarding of any Prize impossible due to reasons beyond the control of Turner and accordingly Turner may, at its absolute discretion, vary or amend the Promotion and the entrant agrees that no liability shall attach to Turner as a result thereof.
35. Save as expressly set out in these Terms, Turner has no liability for any costs or expenses that may be incurred by any entrant. The Winner will be liable for any tax chargeable in relation to the Prize.
36. Any dispute or complaint concerning this Promotion should be addressed to "Cartoon Network Christmas competition 2019", Turner House 16 Great Marlborough Street, London, W1F 7HS, United Kingdom, and must be so submitted within ninety (90) days following the close of the Promotion. Turner reserves the right to shorten, defer, alter or cancel this Promotion (including without limitation the prizes offered) if it considers in its sole discretion that circumstances demand it; it cannot be held liable for this on any grounds whatsoever.
37. A hard copy of these Official Rules and/or a list of winners can be obtained by sending a stamped, self-addressed envelope to the following address within forty five (45) after the Closing Date: "Cartoon Network Christmas competition 2019", Turner House, 16, Great Marlborough Street, London, W1F 7HS, UK. Please specify Official Rules or Winner List.
38. It is advised that all entrants retain a copy of these terms and conditions for future reference.
39. The Promotion and these Terms are governed by the laws of England and Wales and any disputes (contractual or non-contractual) arising under or in connection with the Promotion or these Terms are subject to the non-exclusive jurisdiction of the Courts in England and Wales.