

Two By Two Overboard

Terms and Conditions

This sheet collects basic information about competition regulations.

PROMOTION TERMS & CONDITIONS

Two by Two Overboard Competition

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 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 160 Old Street, London, EC1V 9BP, United Kingdom ("**Promoter**").
5. The Promotion is being conducted through the website at www.cartoonnetwork.co.uk/twobytwo (the "**Website**").
6. No employee or family member of an employee of Promoter 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 Promoter, whose decision shall be final, in relation to all matters relating to the Promotion. No further correspondence will be entered into by Promoter.

8. All times and dates set out in these Terms refer to the times and dates in the United Kingdom. In the event of any dispute over the time or date of any entry submitted, the decision of Promoter 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 or payment of any kind 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. Promoter 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 12 October 2020 ("**Commencement Date**") and the closing date for the Promotion is 23:59 on 25 October 2020 ("**Closing Date**").

13. Entrants may enter by:

a) acting in accordance with these Terms;

b) 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

c) answering the following question ("**Question**"): "Who is Finny's best friend?" It's a multiple choice question.

14. There will be one (1) prize draw throughout the Promotion (the "**Draw**"). Each entrant that validly submits their entry as set out above (each a "**Valid Entry**") will be entered into the Draw, where the first Valid Entry randomly selected from the Draw ("**Main Winner**") shall win a Main Prize (defined below), and the next ten (10) Valid Entries (each a "**Runner Up**") shall win a Runner Up Prize (defined below). For the purposes of this Promotion, the Main Winner and the Runners Up shall collectively be referred to as the "**Winners**" and each a "**Winner**".

15. The Selection Criteria shall mean answering correctly the Question set out in paragraph 13. c) 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. Promoter 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. Each Main Winner shall win the following ("**Main Prize**"):

One (1) Nintendo Switch console (worth approximately GBP 280);

One (1) Nintendo Switch Mario Kart 8 Deluxe game (worth approximately GBP 40);

One (1) Nintendo Switch Animal Crossing New Horizons game (worth approximately GBP 40);
and

One (1) Two By Two Overboard goody box (worth approximately GBP 40) containing the following movie merchandise:

- One (1) T-Shirt;
- One (1) Inflatable palm tree;
- One (1) Face paint pen set;
- One (1) Finny card mask;
- One (1) Leah card mask;
- One (1) Flower garland; and
- One (1) Postcard

18. Each Runner Up shall win the following ("**Runner Up Prize**"):

One (1) Two By Two Overboard goody box (worth approximately GBP 40) containing the following movie merchandise:

- One (1) T-Shirt;
- One (1) Inflatable palm tree;
- One (1) Face paint pen set;
- One (1) Finny card mask;
- One (1) Leah card mask;
- One (1) Flower garland; and
- One (1) Postcard

19. 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.

20. Failure to provide Promoter with this information within the reasonable timeframe set by Promoter may result in the potential Winner forfeiting their Prize and Promoter drawing

another qualifying entry as soon as reasonably possible thereafter.

21. For the avoidance of doubt, all other costs associated with the Prize not specifically included and outlined in the definition of the Main Prize and Runner Up Prize at paragraphs 17 and 18 above will be borne solely by the Winner.

Notification and Prize Delivery

22. Each Winner will be notified by email to the email address provided at entry of the Promotion up to four (4) weeks after the Promotion finishes ("**Notification**").

23. Unsuccessful entrants will not be notified.

24. Prize Winners can expect to receive their Prize within four (4) weeks of sending their details following Notification. The delivery details of the Prize shall be determined by Promoter 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 the Winner at Notification. For the avoidance of doubt, Winner will not incur costs for delivery of the Prize. **Please note that due to the Coronavirus there can be delays in delivery (especially caused by low courier availability).**

25. In the event that Promoter cannot contact a potential Winner within fourteen (14) days of the Notification or a potential Winner is unavailable to receive the Prize or attend the Prize for any reason whatsoever, such entry will be deemed null and void and Promoter shall draw another qualifying entry as soon as reasonably possible thereafter.

General Terms

26. No entry shall be able to provide alternative contact information to that provided to enter the Promotion for any reason.

27. All entries are deemed to have been received at the time of entry into the Promoter's database and not at the time when the entry is sent to the Website by the entrant.

28. If there is any dispute as to the identity of the Winner, the decision of Promoter shall be final.

29. 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. Promoter accepts no responsibility for entries that are incorrectly completed, lost, delayed or which are not received for any reason.

30. The Prize is as described and is not transferable, not exchangeable and no cash alternative will be offered in the event that a potential Winner is unable to claim the Prize for any reason whatsoever. In the event of unforeseen circumstances, Promoter reserves the right to replace the entire Prize or Prize components with prizes of equal or greater value.

31. 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 Promoter, and the Winner and its parent/guardian consent to Promoter using their name, photograph and audio and/or visual recordings of them in any publicity relating to the Promotion.

32. To the fullest extent permissible by law, none of Promoter or any of their affiliate companies, employees, directors, 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 or as a result of accepting any Prize. Proof of sending is not accepted as proof of receipt. Promoter 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 Promoter'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.

33. Events may occur that render the Promotion itself or the awarding of any Prize impossible due to reasons beyond the control of Promoter and accordingly Promoter may, at its absolute discretion, vary or amend the Promotion and the entrant agrees that no liability shall attach to Promoter as a result thereof.

34. Save as expressly set out in these Terms, Promoter 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.

35. Any dispute or complaint concerning this Promotion should be addressed to "Cartoon Network Two By Two Overboard October 2020 competition", Cartoon Network UK Digital, 160 Old Street, London EC1V 9BP, United Kingdom, and must be so submitted within ninety (90) days following the close of the Promotion. Promoter 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.

36. 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 Two By Two Overboard October 2020 competition", Cartoon Network UK Digital, 160 Old Street, London EC1V 9BP, UK. Please specify Official Rules or Winner List.

37. It is advised that all entrants retain a copy of these terms and conditions for future reference.

38. 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.

