

TERMS & CONDITIONS OF ENTRY –Activision Kung Fu Panda Competition

1. Information on prizes and how to enter the Activision Kung Fu Panda Competition (“Competition”) form part of these Terms & Conditions of Entry.
2. Entry to the Competition is open to Australian and New Zealand residents who are under the age of 18 years as at 30 June 2008 only. Employees (and their immediate families) of the Promoter, its related companies and advertising agencies may not enter the Competition. No purchase is necessary to enter the Competition.
3. Entry to the Competition is via www.CartoonNetwork.com.au . Entrants may enter the Competition as many times as they wish, provided that each entry is separately submitted.
4. Entry to the Competition commences on Monday 30 June 2008 and closes at the time of the last entry received on Sunday 27 July 2008. By entering the Competition, entrants accept these Terms & Conditions of Entry.
5. The prize draw for the Competition will take place at Level 6, 107 Pitt Street, Sydney, NSW on Wednesday 30 July 2008 at 1pm (NSW time). The judges' decision will be final and binding and no correspondence will be entered into about the Competition or the judges' decision(s).
6. There are a total of 5 prize winners to the competition who will each win a Kung Fu Panda Nintendo DS game (*valued at approximately AU\$69.95 each*) (**Prizes**)
7. The total value of the Prizes is approximately AU\$349.75. The Prizes are not transferable and not redeemable for cash. The Promoter accepts no responsibility for any variation in the value of the Prizes (or any part of them). The Promoter reserves the right to substitute any prize (or any part of it) for an item of similar value. Prize winners will be notified by mail. Prizes will be sent to prize winners by post, the cost of which will be borne by the Promoter. The Promoter accepts no responsibility for lost, damaged or misdirected Prizes or mail. Within 7 days of the prize draw for the Competition, the names of all prize winners will be published on www.CartoonNetwork.com.au.
8. As prize winners will be under the age of 18 years, prizes will be awarded to each winner's parent or guardian. On Wednesday 30 of August 2008 the Promoter may conduct such further draws for the Competition (at the same place as the original draw) as are necessary to distribute any prizes unclaimed by that date, subject to any written directions given under Reg. 37 of the Lottery and Gaming Regulations 1993 (SA). The names of the prize winners in any such further draws will be published on www.CartoonNetwork.com.au.
9. All entries and all copyright & other rights in such entries become the property of the Promoter upon submission. No part of any entry will be returned to an entrant. By submitting an entry to the Competition (unless otherwise advised by the entrant), each entrant consents to the information that the entrant submitted with their entry (including their PI) being entered into a database and to the use by the Promoter or its affiliates of this information in any media in accordance with the Promoter's online privacy policy (located at www.CartoonNetwork.com.au) without any further reference or payment or other compensation to the entrant. All personal details of the entrants will be stored at the office of the Promoter (as listed below). A request to access, update or correct any information should be directed to that office in accordance with the Promoter's online privacy policy. The database information or any part of it may be provided to the Promoter's affiliates in Hong Kong, the United Kingdom or the United States of America.
10. Each entrant's personal information (“PI”) will be collected to enable the Promoter to administer and promote this Competition and the winners. The PI of winners may be provided to others assisting the Promoter in this regard, including the prize suppliers and deliverers, and to authorities that regulate this Competition. If an entrant does not truthfully provide all requested PI, the Promoter may determine in its sole discretion that they are not eligible to win a prize in this Competition.
11. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever, or for any personal injury, that may be suffered as a result of participating in the Competition or using any prize.

12. If for any reason, this Competition is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition or to disqualify any individual who tampers with the entry or Competition process.
13. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. The Promoter is 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 by the Promoter on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of them, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Competition. **CAUTION:** any attempt to deliberately damage any website or the information on a website, or to otherwise undermine the legitimate operation of this Competition, may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
14. The Competition is a game of skill and therefore does not require permits from any Australian authority.
15. The Promoter is Turner International Australia Pty. Ltd. (A.C.N. 003 174 614). Its office is at Level 6, 107 Pitt Street, Sydney, NSW 2000 Australia.

None of the above paragraphs limits any other.

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