

TERMS & CONDITIONS OF ENTRY – Cartoon Network’s Ben 10 Alien Swarm Big Screen Invasion Competition

1. Information on prizes and how to enter the Cartoon Network’s Ben 10 Alien Swarm Big Screen Invasion Competition (“Competition”) form part of these Terms & Conditions of Entry.
 2. Entry to the Competition is open to Australian residents who are under the age of 16 years as at 30 October 2009 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. By entering the Competition, entrants accept these Terms & Conditions of Entry.
 3. The Family Pass Runner-Up Prizes to *Ben 10 Alien Swarm* movie premieres in Sydney and Melbourne are available to residents of New South Wales and Victoria respectively only.
 4. Entry to the Competition is via www.CartoonNetwork.com.au.
 5. Entry to the Competition commences on 5 October 2009 and closes at the time of the last entry received on 30 October 2009.
 6. The prize draw for the Competition, including for all tiers of the Runners Up Prizes, will take place at Level 6, 107 Pitt Street, Sydney, NSW on 2 November 2009 at 1pm (NSW time).
 7. The Prize winners will be drawn from different pools, determined by how many “Humungo-Score” points the entrants have collected throughout the term of the competition.
 8. There will be one Major Prize winner chosen at random from all valid entrants who have collected at least 15,000 Humungo-Score points. The Major Prize winner will win a family trip to Sydney for the Ben 10 Alien Swarm movie Australian Premiere, including:
 - (1) Return economy flights to Melbourne from the winner’s closest capital city, as determined at the Promoters sole discretion (*valued at up to AU\$2,000*);
 - (2) Airport transfers to and from accommodation in the Melbourne CBD (*valued at up to AU\$200*);
 - (3) Accommodation in the Sydney CBD for one night with a minimum 3 star rating (*valued at up to AU\$250*);
 - (4) Transfers to and from the movie premiere venue (*valued at up to AU\$200*);
 - (5) One family pass for four (4) people to the Australian premiere of the movie *Ben 10 Alien Swarm* (*valued at up to AU\$68*); and
 - (6) One *Ben 10 Alien Swarm* movie jacket (*valued at up to AU\$99.99*).
- The total value of the Major Prize is up to AU\$2,817.99-
9. There will be 360 runners-up for this competition. Runners Up Prize eligibility will be determined by the number of Humungo-Score points collected by each entrant. Winners for each tier of prizing will be drawn at random from the pool of eligible entrants.
 10. Reaching one points tier and new level of prizing eligibility does not make the entrant ineligible for the previous tier(s) of prizing.
 11. The Runners Up Prizes include:
 - a) 3,000 points minimum:
 1. 50 winners will each win one Family Pass (4 tickets) to the Sydney premiere of the movie *Ben 10 Alien Swarm* (*valued at up to AU\$68 each*); or

2. 50 winners will each win one Family Pass (4 tickets) to the Melbourne premiere of the movie *Ben 10 Alien Swarm* (valued at up to AU\$68 each) depending on the location of the winner. Please note this prize is only available to residents of Sydney or Melbourne.
- b) 5,000 points minimum: 50 winners will each win one Ben 10 wrist watch (valued at up to AU\$6.93 each).
 - c) 6,000 points minimum: 10 winners will each win one Ben 10 Alien Force Ultimate Omnitrix (valued at up to AU\$19.99 each).
 - d) 7,000 points minimum: 40 winners will each win one Ben 10 Alien Swarm action figurine set (valued at up to AU\$19.99 each).
 - e) 8,000 points minimum: 50 winners will each win one Ben 10 DVD (valued at up to AU\$19.99 each).
 - f) 9,000 points minimum: 10 winners will each win one Ben 10 Alien Swarm Remote Controlled Car (valued at up to AU\$49.99 each).
 - g) 10,000 points minimum: 50 winners will each win one Ben 10 Walkie Talkie Set (valued at up to AU\$17.99 each).
 - h) 11,000 points minimum: 25 winners will each win one Ben 10 Alien Force Halloween Costume (valued at up to AU\$34.99 each).
 - i) 12,000 points minimum: 10 winners will each win one Ben 10 Alien Force Alien Creation Chamber (valued at up to AU\$69.99 each).
 - j) 13,000 points minimum: 10 winners will each win one Ben 10 Alien Swarm movie jacket (valued at up to AU\$99.99 each).
 - k) 14,000 points minimum: 5 winners will each win one Ben 10 Alien 38cm LCD TV DVD Combo (valued at up to AU\$499.99 each).

The total value of the Runner-Up Prizes is AU\$15,619.40

12. The total value of Prizes is AU\$18,437.39. The judges' decision will be final and binding and no correspondence will be entered into about the Competition or the judges' decision(s). The Prizes are not transferable and not redeemable for cash. The Promoter accepts no responsibility for any variation in the value of the Prize (or any part of it). 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 e-mail. Details of the Prize will be sent to the Prize winner by email. 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 the Prize winner will be published on www.CartoonNetwork.com.au and in The Australian newspaper, on 9 November 2009.
13. As the Prize winner will be under the age of 16 years, the Prize will be awarded to each winner's parent or guardian. On November 12, the Promoter may conduct such further draws for the Competition (at the same place and same time as the original draw) as are necessary to distribute the Major Prize if the Major Prize is unclaimed by that date. On 2 February 2010, the Promoter may conduct such further draws for the Competition (at the same place and same time as the original draw) as are necessary to distribute any eligible Prize unclaimed by that date. The names of the Prize winner in any such further draws will be published on www.CartoonNetwork.com.au and in The Australian newspaper on 9 February 2010.
14. The Major Prize must be taken for the movie premiere date of November 21st and is subject to item availability.
15. The movie ticket Runners-Up Prizes (see item 9.a) must be taken for the movie premiere date of November 21st.

16. The Runners-Up Prizes are subject to item availability.
17. 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.
18. 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.
19. The Promoter reserves the right to announce or publish the winner's name and/or photograph for publicity purposes. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the Prize. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss), or for any personal injury, that may be suffered or sustained as a result of participating in the Competition or using any prize.
20. 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, subject to the approval of those authorities which have issued permits for the conduct of this competition, 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.
21. 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.
22. Authorised under N.S.W. Permit No. **[LTPS/09/09495]**; S.A. Licence No. **[T09/2282]**; Vic. Permit No. **[#]**; A.C.T. Licence No. **[09/04006]**
23. 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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