

**TERMS & CONDITIONS OF ENTRY –  
Ben 10: What's UP With That Alien Promotion ("Competition")**

1. Information on Prizes and how to enter Cartoon Network's Ben 10: What's UP With That Alien to Win' ("Competition") forms part of these Terms & Conditions of Entry.
2. Entry to the Competition is open to Australian and New Zealand (each a **Territory**) residents aged 6-12 (as at 1 November 2011) with the consent of a parent or guardian ("Eligible Entrants"). 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. Entry to the Competition opens at 00:01 (AEDST) on 1 November 2011 and closes at 23:59 (AEDST) on 30 November 2011 ("Promotion Period").
  - To enter the Competition, an Eligible Entrant will be required to (a) look for Ben 10 aliens featured on Ben 10 print, on-air and online advertising, then (b) visit [www.cartoonnetwork.com.au](http://www.cartoonnetwork.com.au) or [www.cartoonnetwork.co.nz](http://www.cartoonnetwork.co.nz) and complete the online entry form including their response to what alien they saw and where by selecting the correct options from a drop down box.
4. Eligible Entrants may enter the Competition a maximum of one (1) entry per alien option per day in their Territory throughout the Promotion Period.
5. All Prize draws for the Competition will take place at 11:00 (AEDST) on 1 December 2011 at Oxygen Interactive Marketing, Level 1, 16 Palmer Parade, Cremorne, VIC 3121.
6. Major Prizes: There will be one (1) Major Prize winner randomly drawn from all eligible entries for each Territory. Each Major Prize winner will win a Ben 10: Destroy All Aliens movie pack, including:
  - a. A voiceover role in the upcoming Ben 10: Destroy All Aliens movie
  - b. Four (4) Return flights from the winner's nearest capital city to Sydney, valued at up to \$2400
  - c. Four (4) Return airport/hotel transfers via private car, valued up to AUD200
  - d. 2 nights hotel accommodation in a family room (4 star), valued up to AUD760
  - e. Return private Hummer transfers to the sound studio, valued up to AUD425
  - f. Sound studio hire (1.5 hour per family), valued at AUD225
  - g. Travel insurance, valued at up to AUD165

Winner must be able to travel between 16<sup>th</sup> – 18<sup>th</sup> December 2011 to coincide with the scheduled studio times.

The total value of each Major Prize is AUD4175

7. Minor Prizes: There will be five (5) Minor Prize winners randomly drawn from all eligible entries in each Territory. Each Minor Winner will win a Ben 10 Tech Blaster valued at AUD30.00 each.
8. The total maximum Prize pool value is AUD8650. 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 phone and e-mail within 2 days of the Prize draw. Details of the Prize will be sent to the Prize winner 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. The name of the Major Prize winners will be published in The Australian newspaper (AUS winner) and the New Zealand Herald (NZ Winner) on 8 December 2011.

1. As Prize winners will be under the age of 16 years, all Prizes will be awarded to each winner's parent or guardian on behalf of the winner. On 8<sup>th</sup> December 2011, 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 Prize unclaimed by that date. In the event of any second chance winners, they will be notified by e-mail and their name will be published on [CartoonNetwork.com.au](http://CartoonNetwork.com.au) and [Cartoonnetwork.co.nz](http://Cartoonnetwork.co.nz) and if required the Major Prize winner name will be published in The Australian and/or the New Zealand Herald on 12<sup>th</sup> December 2011.
2. The Major Prize must be taken 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup> December 2011 to coincide with the scheduled studio times. Prize is subject to booking and flight availability. The Major Prize will be administered by the Major Prize Fulfilment Agent. Selection of airline and flight times is at Promoters sole discretion. All persons taking the trip must depart from and return to the winner's nearest capital city (to be determined by the Promoter in its sole discretion) at the same time and may be required to sign a waiver of liability and an indemnity in a form determined by the Promoter in its absolute discretion. Accommodation is in a 3 star room or better, at Promoters sole discretion. Other than any applicable airline or airport tax and travel insurance, the cost of which will be borne by the Major Prize Fulfilment Agent, all spending money, taxes, insurance, meals, transfers other than as listed, petrol, spending money and all other ancillary costs and/or expenses are the responsibility of the winner and his/her travel companions.
3. Travel costs to and from the winners home to their nearest capital city are to be borne by the winners. All components of Prize must be taken together by the Prize Winner or are otherwise are deemed forfeited.
4. 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](http://www.CartoonNetwork.com.au) and [www.cartoonnetwork.co.nz](http://www.cartoonnetwork.co.nz)) 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. Authorised under N.S.W. Permit No: LTPS/11/09925, A.C.T. Permit No. TP 11/04520
10. The Promoter is Turner International Australia Pty. Ltd. (ABN. 24 003 174 614). Its office is at Level 6, 107 Pitt Street, Sydney, NSW 2000 Australia.
11. Prize Fulfilment Agent is Oxygen Interactive Marketing Pty Ltd. Its office is located at Level 1, 16 Palmer Parade, Cremorne, Victoria, 3121, Australia

None of the above paragraphs limits any other.

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