

TERMS & CONDITIONS OF ENTRY TO – BEN 10 ALIEN SWARM BIG SCREEN INVASION

- (1) Information on prizes and how to enter the Ben 10 Alien Swarm Big Screen Invasion (**Competition**) form part of these Terms & Conditions of Entry. By entering the Competition, Entrants (as defined in paragraph 2 below) accept these Terms.
- (2) Entry to the Competition is open to all legal residents of Philippines (each an **Entrant**). Entrants under the age of eighteen years old must seek parental and/or guardian approval before participating in the Competition. It will be the responsibility of parents and/or guardians to monitor their children's participation in this Competition. Employees (and their immediate families) of the Promoter (as defined in paragraph (18) below), its related companies and advertising agencies may not enter the Competition.
- (3) Entry to the Competition is via: (a) registration at the website located at the Uniform Resource Locator: www.cartoonnetwork.com.ph; and/or (b) short message services (**SMS**) to the numbers (collectively **Competition SMS Numbers**): "4627" for Globe, Smart, Talk n Text, Touch and Sun Cellular subscribers, as such SMS services are provided by GMA-New Media Inc. (**NMI**, as defined in paragraph (19) below). Entrants will be solely responsible for all telephone/internet/ mobile call charges arising from calling and/or messaging the Competition Number. Each SMS sent by an Entrant will cost each Entrant a maximum amount of 2.5 pesos per SMS for Globe, Smart, Talk n Text and Touch subscribers, and 2.0 pesos for Sun Cellular subscribers, inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties. Entrants may enter the Competition up to 15 times a day provided that each entry is separately submitted.
- (4) Entry to the Competition commences on 12 October 2009 and closes at last entry received on 8 November 2009 (**Competition Period**).
- (5) The prize selection for the Competition will take place at the office of NMI on 9 November 2009 at 12:00pm (Philippines standard time).
- (6) The judges will select a total of 29 winners to the Competition as follows:
 - a) At the end of the Competition, from all the valid entries submitted during the Competition period in accordance with paragraphs 3 and 4 above, one grand prize winner will be selected and will win:
 - (i) a set of 4 tickets to the cinema premiere of Ben 10 Alien Swarm Big Screen Invasion, and
 - (ii) one night's accommodation in a Manilla hotel and return airfare (only available if the grand prize winner lives outside of Metro Manilla)(Collectively known as the **Grand Prize**);
 - b) at the end of the Competition, from all the valid entries submitted during the Competition Period in accordance with paragraphs 3 and 4 above, 28 runner up winners will be selected and each will win either: (i) an Omnitrix projector; (ii) a creation chip mini Benchip; (iii) a 6-inch Benchip; (iv) a figure Movie 3 Pack; (v) a Ben 10 Alien Force Evolution 4-pack; (vi) a Ben 10 Swampfire Alien creature set; or (vii) a Ben 10 Alien Force Ben Tennyson Collection Figure (**Runner Up Prizes**)

(The Grand Prize and Runner Up Prizes collectively known as the **Prizes**.)
- (7) The total value of the Prizes is approximately US\$3,000. The judges' decision is based on a set of pre-determined criteria and their decision will be final and binding. No correspondence will be entered into about the Competition or the judges' decision(s). The Prizes are not transferable and not redeemable for cash. Subject, where required, to the authorisation and restrictions of any authorities that have issued permits for this competition, the Promoter accepts no responsibility for any variation in the value of the Prizes (or any part of them) or for lost, damaged or misdirected Prizes or mail. Subject to any restrictions by relevant governmental authorities, the Promoter reserves the right to substitute any Prizes (or any part of them) for an item of similar value. The specifications and brand (as applicable) of the Prizes may change midway, before or after the commencement of the Competition at the sole discretion of the Promoter. The Promoter is not responsible for the service and support of the Prizes after they are delivered to the winners.
- (8) The Promoter's Agent, Y&R (as defined in paragraph 20 below) (**Agent**) will notify Prize winners by (i) telephone / SMS to the mobile telephone number submitted with such Prize winners' entry; or (ii) email to the address submitted with such Prize winners' entry. The Promoter and Agent reserves the right to use any other method or medium deemed fit in its sole and absolute discretion for the purpose of announcing the Prize winners. Upon request, Prize winners may be required to provide their contact details, passport/identity number, proof of residency, proof of age and or any other details deemed necessary and relevant by the Promoter in its sole discretion prior to the collection of any Prizes. If the Prize is declined, unclaimed or unable to be claimed, or if a winner cannot be contacted from the details supplied, the Promoter may direct the judges to select the next best and valid entry from the entries received as an alternative Prize winner at its sole discretion. Within 7 days of the Prize draw for the Competition, the names of all Prize winners will be published on www.cartoonnetwork.com.ph.
- (9) All Prize winners may collect the Prizes from the offices of the Agent as defined in paragraph 20 below.

- (10) Prize winners may, at the absolute discretion of the Promoter, be required to execute a deed of release and indemnity in a form prescribed by the Promoter in order to receive the Prizes. If any Prize winner is unable to receive a Prize, or is under the age of eighteen years old, the Prize will be awarded to that winner's parent or guardian. It is the sole responsibility of the winners' parents or guardians to monitor or supervise the use of any of the Prizes.
- (11) By entering into this Competition, each Entrant is deemed to have granted Promoter the right, at its sole and absolute discretion, to use the nickname, names, photographs, voice or video recordings and entries of such Entrant and/or representatives of such Entrant without obtaining any other further consent or making any payment whatsoever to such Entrant and/or the representatives of such Entrant for publicity, advertising, trade or promotion purposes in any media.
- (12) Entrants' personal information (**PI**) will be collected to enable the Promoter to administer and promote this Competition and its winners. The PI of Prize winners may be provided to others assisting the Promoter in this regard, including NMI, the Promoter's affiliates and to authorities that regulate this Competition. If an Entrant does not truthfully provide all requested PI, the Promoter may determine that such Entrant is not eligible to win a Prize in this Competition.
- (13) All entries and all copyright and other rights in such entries become the property of the Promoter. By entering the Competition (unless otherwise advised by the Entrant), each Entrant consents to the information submitted with their entry being entered into a database and to the use by the Promoter and/or its affiliates of this information in any media in accordance with the Promoter's online privacy policy (located on Uniform Resources Locator at www.cartoonnetwork.com.ph) for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Entrant. All personal details (including the PI) of the Entrants will be stored at the office of the Promoter in accordance with the Promoter's online privacy policy. Any request to access, update or correct any information should be directed to the Promoter at the address as listed below. The database information or any part of it may be provided to the Promoter's affiliates in the Philippines, Hong Kong, the United Kingdom or the United States of America for the stated purposes.
- (14) To the extent permitted by law, neither the Promoter nor NMI makes any representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, neither the Promoter nor NMI shall be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, as a result of participating in the Competition or using any of the Prizes.
- (15) The Promoter and/or NMI reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and, subject to the approval of those authorities which have issued permits for the conduct of this Competition, to cancel, terminate, modify or suspend the Competition if, for any reason, this Competition is not capable of running as planned, including but not limited to reasons of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Promoter and/or NMI that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
- (16) The Promoter and NMI assume 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. Neither the Promoter nor NMI accepts responsibility for any delayed SMS or SMS that cannot be delivered due to connection issues (failed/partial transmission), malfunctions, inaccessibility, unavailability, out of coverage areas, traffic congestion, acts or omission of service providers or unauthorised use of a mobile phone in relation to this Competition. The Promoter and NMI 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 by the Promoter or NMI on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of the above (as applicable), 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 or in connection with 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 and NMI reserves the right to seek damages to the fullest extent permitted by law.
- (17) The Permit Number for the Competition is 5125 Series of 2009.
- (18) The Promoter is Turner Entertainment Networks Asia, Inc. Its office is located at 30/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.
- (19) The office of GMA – New Media Inc. is located at 17/F Philam Life Tower, 8767 Paseo de Roxas, Makati City 1200, Philippines.
- (20) The office of Y&R is located at 9/F Marajo Tower, 312 26th Street Corner 4th Avenue, Bonifacio Global City 1634, Philippines.
- None of the above paragraphs limits any other.

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