

# Studio Universal Minions Competition

## Terms and Conditions

Last updated: 26 June 2015

### DEFINITIONS:

**“Competition”:** Studio Universal Minions Competition

**“Website”:** <http://www.studiominionscomp.co.za/>

**“Minimum Age”:** 18

**“Territory”:** The Republic of South Africa

**“Prize”:** Each of the Winners will receive a prize bundle comprising of:

- One (1) Minions Bob suitcase;
- One (1) Minions Kevin, Stuart and Bob shopping bag; and
- One (1) Minions stationary set.

**“Number of Winners”:** Three (3)

**“Start Date”:** 29 June 2015

**“Closing Time”:** 23:59:59 SAST on 13 July 2015

**“Entry Limit”:** Entrants may submit an unlimited number of entries into the Competition, however, the entries must originate from one email account per entrant and each individual entrant can only win one (1) Prize.

By entering the Competition on the Website, you acknowledge and agree that you accept and will be bound by the following terms and conditions (“**T&Cs**”) relating to the Competition.

**1. PROMOTER:** The promoter of the Competition is Sparrowhawk International Channels Limited (“**Promoter**”), a company registered in England and Wales with registered number 05325358 and whose registered office address is at 1 Central St Giles, St Giles High Street, London WC2H 8NU (“**Registered Office**”). If you have any questions or concerns in relation to the Competition, you can write to the Promoter at the Registered Office or email the Promoter at taryn.rose@nbcuni.com, marking your letter or email for the attention of The Marketing Team and giving the name of the Competition and details of the question or concern.

**2. ELIGIBILITY:** (a) **AGE** Entrants must be the Minimum Age or over. If the Minimum Age is less than 18, any person under the age of 18 who wishes to enter the Competition must have the consent of their parent or legal guardian. (b) **RESIDENCE** Entrants must be legally resident in the Territory. (c) **EMPLOYEES** The following entities or persons are not eligible to enter the Competition: (i) any employee or agent of the Promoter and their immediate families and household members; (ii) any employee of any entity within the same corporate group as the Promoter; (iii) any person who is, and any employee of any entity which is, involved in any way with the organisation, management, promotion and/or administration of the Competition, including without limitation any persons or entities providing the Prize. (d) **EMAIL ADDRESS** Entrants must have a valid email account to enter the Competition. (e) **INELIGIBLE ENTRIES** The Promoter reserves the right in its sole discretion at any time to (i) ask any entrant for proof that they satisfy any and all applicable eligibility requirements and to (ii) disqualify an entrant from the Competition in accordance with paragraph 8 below if, in the reasonable opinion of the Promoter, that entrant has not proved to the Promoter that they satisfy any and all eligibility requirements for the Competition.

**3. DATES:** The Competition starts on the Start Date and closes at the Closing Time. Any entries received before the Competition opens and/or after the Closing Time (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason) will be invalid and will not be entered into the Competition. Proof of sending an entry does not constitute proof of receipt of that entry and the computer of the individual administering the Competition on behalf of the Promoter will be the official timekeeper for all matters relating to the Competition.

**4. ENTRY:** (a) **GENERAL** Entrants must follow the Competition instructions set out on the Website (“**Competition Instructions**”) to enter. Once an entry is submitted, it cannot be amended in any way. The Promoter will not accept entries which (i) do not comply with the Competition Instructions and/or these T&Cs and/or (ii) entries which, in the reasonable opinion of the Promoter, are illegible,

unviewable, indecipherable, inaudible, incomplete, incomprehensible, damaged and/or otherwise defective (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason). By using the Website to enter the Competition, entrants agree that they are also bound by the Website terms and conditions at <http://www.studiominionscomp.co.za/>. **(b) MULTIPLE, AUTOMATED AND MACHINE ASSISTED ENTRIES** The number of times an entrant may enter the Competition is restricted to the Entry Limit and entrants may not submit more entries than the number specified as the Entry Limit. Where the Entry Limit limits the number of entries on a “per day” basis, the day will start at 00:00:01 GMT and will end at 23:59:59 GMT. Any entries made by an entrant in excess of the Entry Limit will be invalid and will not be entered into the Competition. Entrants are not permitted to enter as part of a syndicate or on behalf of any other person or entity. The authorised holder of the email account used to enter the Competition will be deemed to be the Competition entrant. The Promoter reserves the right to disqualify, in accordance with paragraph 8 below, any entries which, in the Promoter’s reasonable opinion, appear to be multiple (in violation of the Entry Limit), bulk, automated, machine assisted, third party, syndicate and/or other group entries. **(c) LOST ENTRIES** The Promoter has no liability for any entry that is not received by the Promoter (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason). Proof of sending an entry does not constitute proof of receipt of that entry. **(d) WEBSITE ACCESS** The Promoter does not guarantee continuous, uninterrupted or secure access to the Website and/or the Competition page on the Website and has no liability for any technical issues whatsoever encountered by entrants to the Competition.

**5. SELECTION OF WINNERS:** Within seven (7) clear days after the Closing Time, the Promoter will randomly select the Number of Winners from the pool of entrants who are eligible to be entered into the random prize draw (“Winners” and each a “Winner”). The pool of entrants will be made up of all entrants who satisfy the eligibility requirements and the other rules, requirements and instructions set out in these T&Cs and the Competition Instructions and have not otherwise been disqualified from the Competition pursuant to these T&Cs. The random selection of the Winners will be made by (i) a computer process that produces verifiably random results, (ii) by an independent person, (iii) under the supervision of an independent person and/or (iv) in accordance with any other requirements of the laws and regulations applicable to the Competition in the Territory. Provided that the Promoter complies with these T&Cs and (where applicable) ensures that any independent selection process complies with these T&Cs, the selection of the Winners will be final and binding and no correspondence relating to selection of the Winners will be entered into by the Promoter.

**6. PRIZE: (a) GENERAL** The Winners will each win the Prize. Each Prize is strictly non-transferable, non-exchangeable and may not be re-sold. No cash or any other alternative is available for any Prize. If any Prize becomes unavailable for any reason, the Promoter reserves the right to substitute it with a prize that the Promoter reasonably deems to be of at least the same value. The Prize does not include and/or cover any costs, taxes, fees, expenses and/or arrangements not expressly specified in the Prize description (“**Ancillary Costs**”). The Each Winner is solely responsible for any and all Ancillary Costs connected with their Prize and the Promoter is not liable to reimburse any Winner for any Ancillary Costs such Winner may incur. The Promoter makes no representation or warranty in relation to the Prize and, to the fullest extent permissible by law, the Promoter will have no liability to the Winners in relation to the Prize, the Prize’s fitness for purpose, merchantability or otherwise. The Promoter will have no liability in respect of the Prize if it is lost or stolen following delivery. **(b) CHEQUES, VOUCHERS AND GIFTCARDS** If the Prize is, or includes, a cheque, voucher and/or giftcard, these will be issued in the name of the applicable Winner only and cannot be issued to any third party. The Promoter will have no liability in respect of such a Prize if a third party refuses to accept a cheque, voucher and/or giftcard because it has been tampered with, defaced, duplicated, damaged in any way and/or because it is no longer valid.

**7. PRIZE CONFIRMATION AND ACCEPTANCE: (a) CONFIRMATION** Within fourteen (14) clear days after the Closing Time, the Promoter will notify each Winner that they have won the Prize by sending an email (“**Prize Notification**”) to the email address (“**Email Address**”) provided by such Winner at the time of entering the Competition or at the time of registration on the Website (as applicable). **(b) ACCEPTANCE** The Promoter must receive a response (“**Response**”) from each Winner to the Prize Notification by no later than twenty-one (21) days after the date of the Prize Notification. The Response must include any information requested by the Promoter in the Prize Notification (including without limitation any information requested by the Promoter to prove that the applicable Winner satisfies the Competition eligibility requirements) and a Prize will not be released to any Winner unless and until all such information has been received by the Promoter. If, within this twenty-one (21) day period, (i) the Promoter does not receive a Response, (ii) the Response received by the Promoter does not include all information requested by the Promoter in the Prize Notification and/or (iii) the Promoter is unable to contact a Winner at the Email Address, the Promoter reserves the right to deem that Winner’s Prize forfeited and may, in its sole discretion, select another winner in that Winner’s place. Proof of sending a Response does not constitute proof of receipt of the Response. Each Winner should allow up to twenty-one (21) days from the date the Promoter receives their

Response (together with all information requested by the Promoter) for delivery of their Prize.

**8. DISQUALIFICATION:** The Promoter is entitled in its sole discretion at any time to disqualify any entrant and/or any individual entry from the Competition without any liability on the Promoter's part if (i) that entrant and/or entry fails to comply with these T&Cs and/or the Competition requirements in any way and/or (ii) the Promoter has reasonable grounds to believe that that entrant has acted fraudulently, dishonestly, inappropriately and/or improperly in connection with the Competition. Without limitation, if the Promoter has reasonable grounds to believe that any entry has been generated by a script, software, macro or other automated means then the Promoter will be entitled to disqualify that entry and the relevant entrant in accordance with this paragraph. If a disqualified entrant is a Winner, the Promoter has the right to deem that Winner's Prize forfeited and, if that Winner's Prize has already been delivered to the disqualified Winner, the Promoter shall be entitled to recover that Winner's Prize at that Winner's cost.

**9. WINNERS' DATA:** The Promoter reserves the right to publish in all media and to disclose to third parties each Winner's first name, surname and area of residence ("**Winners' Data**"). The Winners' Data can be obtained by sending a written request to the Registered Office marked for the attention of the UK Marketing Team, stating the name of the Competition and enclosing a stamped self-addressed envelope.

**10. PERSONAL DATA:** All personal information about Competition entrants collected in connection with entering the Competition will only be used in accordance with the Promoter's privacy policy on the Website located at <http://www.nbcuni.com/privacy/> and for the following purposes: (i) to administer the Competition as set out in these T&Cs, (ii) to select the Winners, (iii) to arrange delivery of the Prize and (iv) for the purposes set out in paragraph 9 above.

**11. CANCELLATION AND AMENDMENT:** The Promoter reserves the right to cancel, postpone and/or amend the Competition and/or these T&Cs at any time without prior notice if any unforeseen circumstances or circumstances beyond the Promoter's reasonable control make it reasonably necessary or prudent to do so.

**12. SEVERABILITY:** If any part of these T&Cs is determined to be illegal, void and/or unenforceable by a court of competent jurisdiction, then such part shall be severed and deleted, to the extent of such illegality, invalidity or unenforceability, and the remaining parts of these T&Cs shall remain in full force and shall continue to be binding and enforceable to the maximum extent permitted by law.

**13. RIGHTS OF THIRD PARTIES:** These T&Cs do not create any right or benefit enforceable by any person not a party to them (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

**14. JURISDICTION:** These T&Cs shall be governed by and construed in accordance with the laws of England and Wales and the Promoter and all entrants to the Competition submit to the exclusive jurisdiction of the English Courts.