

TERMS & CONDITIONS OF ENTRY TO – CARTOON NETWORK SUPER BIRTHDAY BASH

- (1) Information on prizes and how to enter the Cartoon Network Super Birthday Bash competition (**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 (**Competition SMS Number**): (i) "4627" for Globe, Smart, Talk n Text, Touch, and Sun Cellular subscribers, as such SMS services are provided by GMA New Media Inc. (**GMA**) (the Competition SMS Number is also referred to as the **Competition Number**). Entrants will be solely responsible for all telephone/internet/ mobile call charges arising from calling and/or messaging the Competition Numbers. 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 per SMS for Sun Cellular subscribers, inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties. 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 1 January 2008 and closes at last entry received on 31 December 2008 (**Competition Period**).
- (5) The prize selection for the Competition will take place at the office of GMA, as listed below, on the fifteenth day of each month at 3pm.
- (6) The judges will select a total of 12 winners to the Competition as follows:
 - a) during each month of the Competition Period, one valid entries will be selected and win: (1) a Cartoon Network Super Birthday Bash Party, valued at US\$965, and (2) either a (i) Ben 10 Gift pack, valued at US\$35, or (ii) Powerpuff Girls Gift pack, valued at US\$35; (**Prizes**)
- (7) The total value of the Prizes is approximately US\$12,000. 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) Promoter will notify Prize winners by (i) SMS to the mobile telephone number submitted with such Prize winners' entry; or (ii) email to the address submitted with such Prize winners' entry, or (iii) post to the address submitted with such Prize winners' entry. The Promoter 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 another valid entry from the entries received as an alternative Prize winner at its sole discretion.
- (9) All Prize winners are required to attend a Cartoon Network Super Birthday Bash Party (**Party**) on a date and at a venue to be confirmed by the Promoter, Agent (as further described in paragraph 19) and/or GMA. Prize winners will be required to attend the Party at their own cost and expense to collect their Prizes.
- (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 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 Agent 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 Agent 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 Agent 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 Agent that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
- (16) The Promoter and GMA 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 GMA 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 GMA 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 GMA 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 GMA reserves the right to seek damages to the fullest extent permitted by law.
- (17) The Permit Number for the Competition is 0559 Series of 2008.
- (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 Y & R Philippines Inc. is located at 20th Floor, Tower 1, RCBC Plaza, Ayala Centre, Makati City, Philippines.
- (20) The office of GMA New Media Inc. is located at GMA Network Complex, ESDA Cor. 11th, Jamboree Street, Diliman, Quezon City, Philippines

None of the above paragraphs limits any other.

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