

## TERMS & CONDITIONS OF ENTRY – Cartoon Network and Flapjack's Great Brain Drain

1. Information on prizes and how to enter the Cartoon Network and Flapjack's Great Brain Drain ("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 20 July 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. Entry to the Competition is via [www.CartoonNetwork.com.au](http://www.CartoonNetwork.com.au). 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 20 July 2009 and closes at the time of the last entry received on 14 August 2009.
5. The prize draw for all prizes the Competition will take place at Level 6, 107 Pitt Street, Sydney, NSW on 21 August 2009 at 1pm (NSW time).
6. There will be one Major Prize winner chosen at random from all valid entries received. The Major Prize winner will win a whale watching trip for 4 (the competition winner and 3 others), including:
  - i) Return economy class airfares for 4 people to Sydney from the winner's nearest capital city (*Valued at up to AU\$2,000-*);
  - ii) Transfers to and from Sydney Airport to accommodation in the CBD (*valued at up to AU\$200-*);
  - iii) 2 nights accommodation in Sydney in a minimum 3 star hotel (*valued at up to AU\$600-*); and
  - iv) A pass for 4 people for a Bass and Flinders Whale Discovery cruise (*valued at up to AU\$220*).

The total value of the Major Prize is up to AU\$3,020-

7. There will also be 20 Daily Prize winners chosen at random from all valid entries received on weekdays during the competition:
  - a) Daily Prize Winners will win one of 5 prizes:
    - i) "Win a Whale", a one year's sponsorship of a whale through the Whale and Dolphin Conservation Society (Australasia) (*valued at up to AU\$90 each – 4 available*);
    - ii) A Sailor's knot-tying instructional set, (*valued at up to AU\$50 each – 4 available*);
    - iii) An acre of the Pacific Ocean (*valued at up to AU\$30 each – 4 available*);
    - iv) The winner's weight in fish-fingers (*valued at up to AU\$500 each – 4 available*); or
    - v) A set of Sailor Skittles, (*valued at up to AU\$48.95 each – 4 available*).

The total value of the Daily Prizes is AU\$2,875.80

- b) The draw for all of the daily prizes will take place at the one time, separated by day of entry.
- c) The draw will take place at Level 6, 107 Pitt Street, Sydney, NSW on 21 August 2009 at 1pm (NSW time).

8. The total value of Prizes is AU\$5,895.80. 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 post, the cost of which will be borne by the Promoter. 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](http://www.CartoonNetwork.com.au) and in The Australian newspaper, on 28 August 2009.
9. 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 21 November 2009, 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. The names of the Prize winner in any such further draws will be published on [www.CartoonNetwork.com.au](http://www.CartoonNetwork.com.au) and in The Australian newspaper on 28 November 2009.
10. The Prize must be taken within 3 months of the draw date and is subject to booking and flight availability. 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. All spending money, taxes, insurance, meals, transfers other than as listed and all other ancillary costs and/or expenses are the responsibility of the winner and his/her travel companions. The Prize is subject to availability and black out periods including NSW public school holidays. Travel costs to the winners home to their nearest capital city for all prizes are to be borne by the winners. All components of Prize must be taken together by the Prize Winner or otherwise are deemed forfeited.
11. 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)) 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.
12. 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.
13. 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.
14. 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.

15. 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.

16. Authorised under N.S.W. Permit No. **[LTPS/09/06000]**; S.A. Licence No. **[T09/1511]**; Vic. Permit No. **[09/2046]**; A.C.T. Licence No. **[09/02479]**

17. 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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