

## Terms & Conditions – Captain Underpants Competition (the “Competition”)

1. This Competition is open to UK residents aged 15 years or under. Proof of age may be required. You are not allowed to enter this Competition if you or members of your immediate family (including any live-in partner or household member) are employees of any Sky UK Group company (“**Promoter**”), or Nickelodeon UK Limited (“**Nickelodeon**”) or MTV Networks Europe, or Twentieth Century Fox Film Company Limited (the “**Advertiser**”) or any agencies involved with the Competition, or any affiliates of such companies.
2. Remember to get your parent’s or legal guardian’s permission before entering this Competition. Costs to enter competitions online may vary so don’t forget to ask the bill payer for their permission to enter this Competition.
3. This Competition opens at 00:01 on 10 July 2017 (“**Opening Date**”) and the closing date is 23:59 on 30 July 2017 (“**Closing Date**”)
4. You can enter the Competition by going to [www.nick.co.uk/underpants](http://www.nick.co.uk/underpants) and filling in and submitting the entry form between the Opening Date and Closing Date. This involves: (a) providing your personal details (i.e. name, age, address (including postcode), your contact telephone number and email address), (b) correctly answering the multiple choice question, (c) confirming that you have the consent of your parent or guardian to enter; and (d) confirming that you have read and accepted these terms and conditions (together (a), (b), (c) and (d) above shall be an “**Entry**”). Promoter does not accept responsibility for network, computer or software failures of any kind, which may restrict or delay the sending or receipt of your mail. Proof of sending is not proof of receipt.
5. One entry per person. Entries sent in through agents or third parties will be disqualified. Early, late, incomplete or otherwise ineligible entries will be disqualified.
6. There will be 1 Winner of the Competition (“**Winner**”). The Winner of the Competition will be the first Entry selected randomly from all the valid Entries received between the Opening Date and Closing Date. The Winner will be selected on or before 31 July 2017 and the Winner will notified by telephone within 7 days that they have been successful.
7. The Winner will receive the following Prize:
  - Entry for 4 people (comprising a maximum of 2 adults) to the ‘Wedgie-Power’ high-ropes adventure course in London which shall include qualified instruction and all safety equipment (the “**Course**”);\*
  - One (1) night minimum 4-star accommodation in London in a family room (i.e. comprising a maximum of 2 adults) on a bed and breakfast basis;\*\*
  - Entry for 4 people (comprising a maximum of 2 adults) to indoor skydiving in Milton Keynes which includes two (2) indoor skydiving flights per person, equipment hire and flight certificate;\*\*\*
  - Return train travel for the Winner and guests from London to Milton Keynes; and
  - Return travel allowance for the Winner and guests between UK mainland station and central London, to a maximum value of £150. Travel allowance to reimbursed on proof of travel (i.e. receipts or tickets) by BACS transfer or by cheque (as preferred by the Winner)

(the "Prize")

\*To participate in activities at the Course the minimum age is 10 years, the minimum height is 1.4 metres and the maximum weight is 20.5 stone. Participants under 16 years old must be supervised by a parent or guardian over the age of 18 years old. Children of all ages and a minimum height of 1 metre will be able to participate in the junior course with parent/guardian supervision. Participation it is not recommended for pregnant women and anyone with any underlying health conditions should seek advice from their doctor before taking part.

\*\*A valid credit or debit card will be required for security deposit purposes when checking into hotel accommodation. Stay must include a Saturday night in the hotel. Hotel check-in time is 3pm and check-out time is 11am.

\*\*\*The minimum age for indoor skydiving is 3 years old, flyers under 18 years of age must be supervised by a parent or guardian over the age of 18 years old, flyers with a history of neck, back, heart problems, or anyone who has previously suffered a shoulder dislocation, should seek advice from their doctor before flying. The maximum weight limit is 18 stone/114kg.

8. The Prize cannot be taken over Christmas, New Year, Easter and bank holidays. Winner will be asked to provide three preferred dates with at least 6 weeks' notice before departure. Prize is valid for 12 months from the date of notification of winning, and travel must be booked and completed within such time frame. All elements of the Prize must be taken at the same time.
9. The Prize does not include transfers, meals, trips, travel insurance, taxes, service charges, attractions, treatments, car hire, visas, personal expenses or any other service or item not specifically described above.
10. There is no cash alternative to the Prize and unless agreed otherwise in writing the Prize is non-refundable and non-transferable.
11. Once booked, the Prize cannot be altered or amended except in exceptional circumstances which will be considered in the Advertiser's sole discretion.
12. At least one of the guests must be aged 18 or over. Where any guests are aged under 18, they must have prior parental or guardian permission.
13. The Promoter and/or Advertiser reserves the right to substitute the Prize for a Prize of equivalent or greater monetary value if this is necessary for reasons beyond its control.
14. Except in the case of death or personal injury arising from its negligence or in respect of fraud and so far as is permitted by law, the Promoter and/or Nickelodeon and each of their associated companies and agents exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the Prize details beyond the Promoter's and/or Advertiser's control and for any act or default of any third party supplier.
15. The terms and conditions of any other third party supplier will also apply to the Prize where applicable. If there is a conflict between third party terms and conditions and these terms and conditions, these shall take precedence.
16. The Promoter and/or Advertiser will not be liable for any Prize that does not reach the Winner for reasons beyond the Promoter's and/or Advertiser's reasonable control.

17. The Promoter and/or Advertiser has the right to choose another Winner if:
  - 17.1. you do not comply with these rules or the Promoter and/or Advertiser has reasonable grounds for believing that you have broken a rule;
  - 17.2. the Promoter and/or Advertiser cannot contact you within a reasonable time after the closing date; or
  - 17.3. your parents/guardians do not (i) agree to these rules; (ii) want you to receive the Prize; or (iii) give consent as may be requested by the Promoter and/or Advertiser within a reasonable time.
18. The Promoter's and/or Advertiser's decision is final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these entry terms and conditions will be disqualified.
19. Details of the Winner(s) first name and county will be available for 60 days after the Closing Date by writing to the Promoter at the address below and stating the name and date of the Competition.
20. The first name, county and photograph of the Winner(s) may be used by the Promoter and/or Advertiser and each of their associated companies for post-event publicity purposes. The Winner agrees to allow the Promoter and/or Advertiser to use their name and likeness for advertising and publicity purposes without additional remuneration.
21. In addition to the use specified above, the Promoter and/or Nick UK and/or the Advertiser will use each entrant's, personal details for the purpose of administering this Competition. The Promoter's privacy policy can be found at <https://www.sky.com/help/articles/sky-privacy-and-cookies-notice>. Nickelodeon's privacy policy can be found at <http://www.nick.co.uk/info/privacy-policy>. The Advertiser's privacy policy can be found at <https://www.foxprivacy.com/uk/privacy.html>.
22. The Promoter and/or Advertiser reserve the right to extend the Closing Date or terminate the Competition and withhold the Prize(s) where events beyond the Promoter's and/or Advertiser's reasonable control make such action necessary. The Promoter's and/or Advertiser's decision is final with respect to any aspect of the Competition, including the choice of any Winner of a Prize. No correspondence will be entered into.
23. The Promoter may refuse or disqualify any entry (including winning entries) if the entrant concerned or anyone authorised by the entrant to deal with their entry, acts in a way towards the Promoter's and/or Advertiser's staff which the Promoter reasonably considers to be inappropriate, unlawful or offensive. If the winning entry is disqualified the Promoter reserves the right to award the Prize to another entrant.
24. Entrants will be deemed to have accepted these terms and conditions and agreed to be bound by them when entering this Competition.
25. This Competition, and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Competition.