

Nickelodeon's Competition Rules

SPONGEMASTER COMPETITION – MAY 2017 (the "Competition")

Just like school, there are a few rules you will need to follow if you enter the Competition. These rules (the "Terms") tell you how to enter the Competition, the opening and closing dates and times, all about our exciting prizes and anything else you might need to know before you enter.

KEY INFORMATION

1. Opening Date: 10:00am on 29 May 2017 ("**Opening Date**")
2. Closing Date: 3:11pm on 4 June 2017 ("**Closing Date**")
3. Promoter: Nickelodeon UK Limited (company registration number 2797365) of 17-29 Hawley Crescent, London, NW1 8TT ("**Nickelodeon, We or Us**")

WHO CAN ENTER?

4. To enter the Competition:
 - (a) you must be aged fifteen (15) years or under;
 - (b) you must live in the UK or Eire; and
 - (c) you, your parents/guardians or family members must not be employees of Nickelodeon, any other company associated with the Competition or their respective associated companies or agents. Your family members include your mother, father and any brothers or sisters.

PARENTAL CONSENT

5. Please make sure you get your parent/guardian's permission to enter. Costs to enter the competition via the internet may vary so please check with your service provider for current charges. You should seek the permission of the person paying the bill before entering.

HOW TO ENTER

6. To enter the Competition you need to do the following between the Opening Date and the Closing Date:
 - (a) download the SpongeMaster application from the iTunes App Store or Google Play and create an account on the application, including confirming that you have obtained your parent/guardian's consent and that you accept the Terms;
 - (b) watch SpongeBob Squarepants on the Nicktoons Channel, noting that a game will commence at 10.00am, 11.00am, 12.00pm, 1.00pm, 2.00pm and 3.00pm and last for eleven (11) minutes (each a "**Game**"); and
 - (c) use your SpongeMaster application to answer the questions which appear on screen on the Nicktoons Channel during a Game or Games.

(together, an "**Entry**").
7. You can enter as many or as few Games as you like.

8. Each entrant will need to download the SpongeMaster application.

WINNER SELECTION

Total number of Winners

9. There are six (6) Games per day and one (1) Daily Winner per day.
10. The Competition runs for seven (7) days and therefore in total across the period there shall be seven (7) Winners.
11. **Important note:** Nickelodeon is not responsible if your Entry gets lost, delayed, misdirected, undelivered, damaged or if you have technical difficulties trying to enter the Competition or if there are technical problems with the SpongeMaster application which affect your Entry.
12. In each Game, entrants shall be awarded points based on the number of questions they answer correctly and the time it took them to answer. The person who answers the most questions correctly in the shortest amount of time will be awarded the highest number of points. The entrants with the first, second and third highest number of points in the 10.00am daily Game shall have their usernames displayed on the leader board on the Nicktoons Channel (the "**Leader Board**"). The Leader Board will then display the usernames of the entrants which have accumulated the first, second and third highest number of points across all Games in in that day.
13. In the event that more than one entrant is awarded the first, second or third highest number of points per daily Game or Games, then an entrant (as applicable) shall be selected randomly by an automated process from those entrants who have been awarded the same number of points, and displayed on the Leader Board.
14. The entrant who has been awarded the most points overall on each day of the Competition will be the **Daily Winner**. You do not need to participate in every Game to be eligible to be the Daily Winner, but the more Games you play per day the greater the chance of having your username displayed on the Leader Board and winning a Prize.
15. Nickelodeon will contact winners within 28 days of the Closing Date to confirm that they have been successful and are eligible to receive a prize. Nickelodeon will use the contact details that entrants submitted when creating their account within the SpongeMaster application to contact winners.

PRIZES

16. **Important note:** Although it is possible that an entrant may: (i) participate in multiple Games, and (ii) have the first highest number of points over more than one day during the Competition, the total maximum possible number of prizes that an entrant can receive in this Competition is one.
17. Each Daily Winner shall receive one (1) Nintendo Switch console (the "**Prize**").
18. Nintendo is not affiliated with this Competition.
19. Nickelodeon may in its discretion ask a winner's parent/guardian to confirm that they are happy for the winner to receive a prize and may request written confirmation of this.
20. The Prize will be dispatched within 30 days of a winner or their parent/guardian confirming their delivery details to Nickelodeon and Nickelodeon receiving any confirmation it deems fit in accordance with the Terms.

21. Prizes can only be sent to a UK or Eire address so if a winner has moved somewhere outside the UK or Eire after entering the Competition, their Entry will not be valid.
22. Nickelodeon reserves the right to choose an alternate winner or not to award a prize to a winner if:
 - (a) a winner does not comply with the Terms or Nickelodeon has reasonable grounds for believing that a Winner has not complied with the Terms; or
 - (b) a winner or their parent/guardian do not (i) agree to these Terms; (ii) want to receive a prize; or (iii) give consent as may be requested by Nickelodeon within twenty four (24) hours; or
 - (c) Nickelodeon cannot contact a Winner within 7 days of notification of the winner's selection.

GENERAL

23. Nickelodeon reserves the right to cancel this Competition at any stage prior to the Opening Date or to shorten the time for entering the Competition on notice, if Nickelodeon thinks it is unavoidable, or if circumstances arise which are out of Nickelodeon's control. If the time for entering the Competition is cut short, winners shall be selected in accordance with these Terms from all eligible Entries received prior to such termination date.
24. Please take care when entering the Competition to ensure that you provide your correct contact details. Any Entries which are incomplete and/or can't be read clearly will not be valid and won't be entered for the Competition.
25. Nickelodeon shall at its sole discretion determine whether an Entry is valid, based on the entry requirements set out in these Terms and the requirements noted on the entry page within the SpongeMaster application. Each valid entry will be entered into the Competition. All Entries become our property upon submission and will not be returned.
26. Only entries from individuals will be accepted. Any entries that Nickelodeon believes have (a) been made via participation in a syndicate or (b) via any form of machine assisted intervention enabling computer generated multiple entries, will be disqualified.
27. The prizes are as stated and are non-transferable. No cash alternatives will be offered. If due to circumstances beyond Nickelodeon's control Nickelodeon is unable to provide any stated prize or any part of it, Nickelodeon reserves the right to award a substitute prize of equal or greater value. All prizes may be subject to the additional terms and conditions of the manufacturer or supplier. The prizes do not consist of anything other than expressly set out in the Terms and no additional costs are included.
28. Winners, or their parent/guardian, shall be responsible for any applicable taxes and expenses not specified in the prize description.
29. All entrants confirm that they have obtained the consent of their parent/guardian before entering the Competition and acknowledge that receipt of the prize may be subject to confirmation from the Winner's parent/guardian that they are happy for the Winner to receive the prize (if applicable).
30. Nickelodeon will not be liable for any loss or damage however it was caused (including without limitation in contract, tort or statutory duty) in connection with the Competition and/or Prize, other than death or personal injury caused by Nickelodeon's (and/or its employees') negligence.

31. By entering this Competition you agree that if you are declared a winner, Nickelodeon may use in connection with the promotion of this Competition, in any and all media throughout the world as Nickelodeon in its sole opinion sees fit, your name, biographical information and any statement made by you without payment or further consent.
32. Any personal information collected by Nickelodeon for the Competition will be used in accordance with Nickelodeon's Privacy Policy set out at www.nick.co.uk/info/privacy. A copy can be obtained by writing to Nickelodeon by email at letterbox@nick.co.uk or by post to Nickelodeon's address above, marked for the attention of The Data Protection Officer. In summary, personal information collected from entrants will be used by Nickelodeon solely in connection with the Competition and will not be disclosed to any third party except for the purpose of operating the Competition and fulfilling the Prize where applicable.
33. If you would like to know who won the Games forming part of the Competition, please send a stamped addressed envelope to Nickelodeon at the above address marked "SpongeMaster Competition – May 2017" within 60 days of the Closing Date.
34. These Terms are governed by and construed in accordance with the laws of England and if there are any disputes the courts of England shall have exclusive jurisdiction.