

## **Nickelodeon's Competition Rules**

### **'It's Pony But Where?' Competition (the "Competition")**

The Competition is governed by these terms and conditions (the "**Terms**") and by entering the Competition, entrants agree that they have read and understood these Terms and will be bound by them. Any changes to these Terms will be posted as updates and will be made available on [www.nick.co.uk/ponywin](http://www.nick.co.uk/ponywin)

#### **IMPORTANT INFORMATION**

1. Opening Date: 00:01 on Monday 3 August 2020 ("**Opening Date**")
2. Closing Date: 23:59 on Friday 28 August 2020 ("**Closing Date**")
3. Promoter: Nickelodeon UK Limited (Company Registration No: 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 18 or over;
  - b) you must live in the UK or the Republic of Ireland; and
  - c) you and your 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 partner and any of your children.

#### **HOW TO ENTER**

5. To enter the Competition you will need to do the following between the Opening Date and the Closing Date:
  - a) watch Nickelodeon between 16:15 and 19:00 on weekdays and look out for the animated 'It's Pony But Where?' competition graphic which features the character 'Pony' from the show 'It's Pony' (the "**Competition Graphic**") which will appear onscreen daily during one of the following Nickelodeon shows:
    - Henry Danger;
    - The Thundermans;
    - Victorious;
    - Tyler Perry's Young Dylan; and
    - The Casagrandes.

- b) go to [www.nick.co.uk/ponywin](http://www.nick.co.uk/ponywin) on the same day that you saw the Competition Graphic and, from the choice of options presented on the entry page, select the Nickelodeon show during which you saw the Competition Graphic displayed;
- c) complete the personal details form (first name and email address); and
- d) confirm you are aged 18 years or over, live in the UK or the Republic of Ireland and have read and accepted these Terms and our privacy policy

(together an **“Entry”**).

6. Only one (1) entry is permitted per entrant per day. The more days you submit an entry the greater your chance of winning. Multiple entries per day however will be void and the entrant disqualified.

## **PRIZES AND WINNER SELECTION**

7. There will be one (1) winner of the Competition (the **“Winner”**) and five (5) runners-up (the **“Runners-Up”**).
8. The Winner will receive a framed digital print of their child illustrated in the style of ‘It’s Pony’ alongside characters Annie and Pony (the **“Illustration”**) and one (1) prize bundle which will include:

- one (1) Nintendo Switch video game console;
- one (1) ‘SpongeBob SquarePants: Battle for Bikini Bottom – Rehydrated’ platform video game for the Nintendo Switch video game console

(the **“Winner’s Prize Bundle”**)

(the Illustration and the Winner’s Prize Bundle together, the **“Winner’s Prize”**).

9. The Runners-Up will each receive one (1) prize bundle which will include:

- one (1) Nintendo Switch video game console;
- one (1) ‘SpongeBob SquarePants: Battle for Bikini Bottom – Rehydrated’ platform video game for the Nintendo Switch video game console

(together the **“Runners-Up Prize”**).

10. The Winner of the Competition will be the first Entry selected randomly by Nickelodeon from all valid Entries received between the Opening Date and Closing Date, and the Runners Up will be the following five (5) Entries selected.

11. The Winner and the Runners-Up will be selected on or before 7 September 2020 and Nickelodeon will notify the Winner and the Runners-Up on or before 7 September 2020 by email that they have been successful.

12. Nickelodeon will ask the Winner to confirm that they are happy to receive the Illustration and will request:

- a photograph of their child to create the Illustration (the **“Photograph”**); and
- written confirmation which confirms that they are happy for the Photograph to be used by Nickelodeon in accordance with these Terms (the **“Release”**).

13. The Photograph submitted by the Winner must:
  - a) feature only the Winner's child (front-facing, at least from the waist upwards);
  - b) be at least 1MB in size;
  - c) not infringe any third party intellectual property rights; and
  - d) not be rude, obscene, defamatory or unsuitable for children and/or Nickelodeon's purposes.
14. The Illustration will be dispatched to the Winner within ten (10) weeks of the Winner returning the Photograph and a signed copy of the Release and confirming their delivery details to Nickelodeon, plus Nickelodeon receiving any confirmation it deems fit in accordance with these Terms.
15. Where possible the Winner's Prize Bundle and the Runners-Up Prize will be dispatched within thirty (30) days of the Winner and Runners-Up confirming their delivery details to Nickelodeon and Nickelodeon receiving any confirmation it deems fit in accordance with these Terms. However, owing to the COVID-19 pandemic it may prove impossible for Nickelodeon to dispatch prizes within this time frame, in which case Nickelodeon will communicate with the Winner and Runners-Up to provide an updated time frame and award prizes as soon as it is safe and possible to do so.
16. Prizes can only be sent to a UK and/or Eire address so if a Winner or Runner-Up has moved somewhere outside the UK/Eire after entering the Competition, their Entry will not be valid.
17. Nickelodeon reserves the right to choose an alternate Winner if:
  - a) the Winner does not comply with these Terms or Nickelodeon has reasonable grounds for believing that the Winner has broken a rule contained in these Terms; or
  - b) the Winner does not (i) agree to these Terms; (ii) want to receive the Winner's Prize; or (iii) give any consent as may be requested by Nickelodeon (e.g. returning the signed Release,) within 21 days; or
  - c) Nickelodeon cannot contact the Winner or the Winner does not respond to any requests from Nickelodeon for information within 48 hours of such request.
18. Nickelodeon reserves the right to choose an alternate Runner Up if:
  - a) a Runner Up does not comply with these Terms or Nickelodeon has reasonable grounds for believing that a Runner Up has broken a rule contained in these Terms; or
  - b) a Runner Up does not (i) agree to these Terms; (ii) want to receive the Runners-Up Prize; or (iii) give any consent as may be requested by Nickelodeon within 24 hours; or
  - c) Nickelodeon cannot contact a Runner Up or a Runner Up does not respond to any requests from Nickelodeon for information within 48 hours of such request.
19. **Use of Entry:** By entering this Competition, you agree that Nickelodeon may in connection with this Competition use your Entry, including any names or biographical information submitted by you or any statement made by you, in any and all media

throughout the world as Nickelodeon in its sole opinion sees fit, without payment or further consent.

## GENERAL

20. 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.
21. Entries received after the Closing Date will not be valid. Nickelodeon is not responsible if your Entry gets lost, delayed, misdirected, undelivered, damaged or if you have technical problems trying to enter the Competition.
22. 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 into the Competition.
23. Nickelodeon shall at its sole discretion determine whether an Entry is valid, based on the entry requirements set out in these Terms. Each valid entry will be entered into the Competition. Any Entries sent in by post will not be returned.
24. 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.
25. 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.
26. The Winner and the Runners-Up shall be responsible for any applicable taxes and expenses not specified in the prize descriptions.
27. 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.
28. 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](http://www.nick.co.uk/info/privacy). A copy can be obtained by writing to Nickelodeon by email at [letterbox@nick.co.uk](mailto: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.
29. If you would like to know who won this Competition, please send a stamped addressed envelope to Nickelodeon at the above address marked "**It's Pony But Where Competition**" within 60 days of the Closing Date and we will send you a list of any Winner's first name and home county.

30. 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.