

Nick Jr. Terms and Conditions

Christmas Caroloke 2016 (the “Competition”) – UPDATED 9 December 2016

We have a few rules (“**these Rules**”) which you’ll need to know and follow whenever you enter a Competition run by us, the promoter, Nickelodeon UK Limited (Company Registration No: 2797365) of 17-29 Hawley Crescent, London, NW1 8TT (“**Nickelodeon**”).

These Rules include details about how to enter the Competition, opening and closing dates, prize details, and anything else Nickelodeon thinks you may need to know about entering. By entering the Competition, you promise to follow and be bound by these Rules and by Nickelodeon’s decisions, which are final in all matters relating to these Rules, the Competition, the winner selection and/or the results, and no correspondence shall be entered into.

There may be some costs involved to enter the Competition, including for example, charges for using the Internet. So, please don’t forget to also ask the person who will be paying the bill. Costs to enter may vary and it is advisable that the person paying the bill checks the current rates with their network operator.

WHO CAN ENTER?

1. This promotion is open to UK and Eire residents only. You must be aged eighteen (18) or over to enter.
2. You are not allowed to enter the Competition if you are or your family members are employees of Nickelodeon, any other company associated with the Competition or their respective associated companies or agents. In these Rules, “family members” includes mother, father, brothers, sisters, sons, daughters, partner or spouse.

PROMOTION PERIOD

3. The Competition is open for entries from 11:00am on Friday 18 November 2016 (the “**Opening Date**”) to 09:00am Monday 19 December 2016 (the “**Closing Date**”). The period between the Opening Date and the Closing date shall be referred to in these Rules as the “**Promotion Period**”.
4. Entrants should note: Winners will be selected on four (4) different dates as set out in clause 18. Three (3) of these dates take place during the Promotion Period.

HOW TO ENTER

5. If you want to enter the Competition, you will need to do the following during the Promotion Period:
 - (a) go to the Nick Jr. website on www.nickjr.co.uk/carol;
 - (b) upload a video of your child singing ‘Deck the Halls’ (the “**Video**”) to the Competition application;
 - (c) fill in and submit the official entry form, including, without limitation inserting your name, age, telephone number, email address and your child’s name and date of birth; and

(d) give your permission for the Video to be used in accordance with these Rules.

(together an **“Entry”**).

6. You should not provide any materials or information as part of this Competition that you do not want published on air or on the Nick Jr website. If you do not wish to share your Entry in this way, you should not enter this Competition.
7. To be considered valid, any Video forming part of the Entry must:
 - (a) only be of one (1) child singing;
 - (b) be of a child who is aged between two (2) to seven (7) years old (inclusive) at the date of Entry;
 - (c) be of a child to whom you are the parent or registered legal guardian;
 - (d) not contain any identifiable branding or logos (e.g. on clothes);
 - (e) not contain any toys;
 - (f) not infringe any third party intellectual property rights or contain any music;
 - (g) not reveal any personal information, including but not limited to license plate numbers, personal names, email addresses or street addresses; and
 - (h) not be rude, obscene, defamatory or unsuitable for children and/or Nickelodeon’s purposes.
8. Nickelodeon shall at its sole discretion determine whether an Entry is valid. Each valid entry will be entered into the Competition.
9. Entrants may only submit one Entry for each child in respect of whom they are the parent and/or legal guardian.
10. Please take care when entering the Competition to ensure that we have your correct 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.
11. Entries received after the end of the Promotion Period will not be valid. Nickelodeon are not responsible if your Entry gets lost, delayed, misdirected, undelivered, damaged or if you have technical problems trying to enter the Competition. Entries sent in through agents or third parties will be disqualified.

PRIZE

12. Valid Entries may be featured in a gallery of entries which shall be made available on the Nick Jr. website (the **“Website Gallery”**). Each valid Entry will be shown within five (5) working days of the Entry being submitted.
13. There will be twenty (20) winners of the Competition (the **“Winners”**).
14. The Winners will have their Video shown in on air promos on Nick Jr. between 5 December 2016 and 25 December 2016 (**“the Prize”**).
15. The Prize is as stated and cannot be exchanged or transferred. No cash alternatives will be offered.

16. If Nickelodeon is unable to provide the Prize or any part thereof, Nickelodeon has the right to award substitute prizes of equal or greater value.

COMPETITION

17. Each valid Entry will be judged on the following criteria:
 - (a) how funny the Video is;
 - (b) how creative the Video is; and
 - (c) how imaginative the Video is,
(together the “**Criteria**”).
18. Valid Entries shall be judged on the Criteria by an external adjudicator, who shall select the Winners on the following dates:
 - (a) five (5) Winners on Monday 28 November 2016;
 - (b) five (5) Winners on Monday 5 December 2016;
 - (c) five (5) Winners on Monday 12 December 2016; and
 - (d) five (5) Winners on Monday 19 December 2016,
(the “**Selection Dates**”)
19. Entries judged on any of the Selection Dates shall include all valid Entries submitted during the Promotion Period, up to and including 10:00am on the Friday before the relevant Selection Date (with the exception of the final Selection Date, which shall include all entries submitted prior to 09:00am on the Closing Date).
20. Nickelodeon will try and notify the Winner’s parent/legal guardian that they have been selected as soon as possible by telephone, and in any event within twenty four (24) hours of the Selection Date.
21. Nickelodeon will ask the Winner’s parent/ legal guardian to confirm that they are happy to receive the Prize and will request written confirmation (the “**Release**”) from the Winner’s parent/legal guardian which confirms that they are happy for the Video that they submitted as part of the Competition to be used by Nickelodeon in accordance with these Rules.
22. Nickelodeon has the right to choose an alternate Winner if:
 - (a) the Winner or their parent/legal guardian does not comply with these Rules, or Nickelodeon has reasonable grounds for believing that a Winner or their parent/legal guardian has broken a Rule;
 - (b) Nickelodeon cannot contact the Winner’s parent/legal guardian within a reasonable time after the end of the Selection Date;
 - (c) the Winner or their parent/legal guardian does not (i) agree to these Rules; (ii) want to receive the Prize; or (iii) give their consent as may be requested by Nickelodeon within twenty four (24) hours; or
 - (d) if the Winner or their parent/legal guardian does not accept the Prize within the specified time period.

23. Nickelodeon reserves the right to cancel this Competition at any stage prior to the Promotion Period or to shorten or extend the time for entering the Competition beyond the Promotion Period, if Nickelodeon thinks it is necessary in its reasonable opinion, or if circumstances arise which are out of Nickelodeon's control. If the time for entering the Competition is cut short during the Promotion Period, the Winner shall be selected in accordance with these Rules from all eligible entries received prior to such termination date.
24. Nickelodeon 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 Nickelodeon which Nickelodeon reasonably considers to be inappropriate, unlawful or offensive. If a winning Entry is disqualified, Nickelodeon reserves the right to award the Prize to another entrant.

INTELLECTUAL PROPERTY RIGHTS

25. The parent/legal guardian of the Winner will be required to confirm, on behalf of the Winner, that they:
 - (a) grant to Nickelodeon an all media worldwide perpetual and royalty free licence to use, reproduce, edit, copy, add to, adapt, take from, translate, reformat, transmit, broadcast or publish the Video submitted as part of the Entry, as Nickelodeon in their sole discretion deem fit, in connection with the Competition;
 - (b) grant and confirm to Nickelodeon every consent under the present and future laws of every jurisdiction that may be required by Nickelodeon to make the fullest use of their Entry in accordance with the terms of the Release;
 - (c) waive all moral rights in the Entry; and
 - (d) irrevocably agree that the consideration shall be a full payment for the right to exploit the rights licensed under these Rules.

GENERAL

26. All changes to these Rules will be posted in revised terms and conditions on www.nickjr.co.uk/carol.
27. Nickelodeon will not be liable to you for any delays or failure (whether in whole or in part) in carrying out its obligations in respect of the Competition due to circumstances beyond Nickelodeon's reasonable control.
28. Nickelodeon will not be liable to you 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.
29. 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, any statement made by you, and your Entry to the Competition without payment or further consent. Nickelodeon may also require you to take part in such publicity (which may include taking your photograph, filming you or recording your voice) without payment or

further consent and such publicity will be owned by Nickelodeon forever for use throughout the world as Nickelodeon sees fit.

30. Any personal information collected by Nickelodeon for the Competition will be used in accordance with Nickelodeon's Privacy Policy set out at <http://www.nick.co.uk/info/privacy-policy>. 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.
31. If you would like to know who won the Prize for this Competition, please send a stamped addressed envelope to Nickelodeon at the above address marked **Christmas Caroloke Competition** within sixty (60) days of the Closing Date of the Competition and we will send you a list of the Winners' first names and their home counties.
32. Entrants will be deemed to have accepted these terms and conditions and agreed to be bound by them when entering this Competition.
33. The rules in respect of the Competition are governed by and construed in accordance with the laws of England and Wales and if there are any disputes the courts of England shall have exclusive jurisdiction.