Network 10

Minions: The Rise of Gru | Supervillain Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Minions: The Rise of Gru | Supervillain Competition ("Competition") is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter")and Universal Pictures International Australasia Pty Ltd (the "Sponsor"), and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.

3. Entrants under the age of 16 years must have prior parental consent to enter the Competition.

4. Entrants must be able to complete the prize on the date and time in the location closest to their place of residence, as specified in clause 28.

Competition Period

5. The Competition commences on **Sunday, 29 May 2022 at 16:00 AEST** and closes on **Friday, 10 June 2022 at 23:59 AEST** ("Competition Period").

6. The Competition will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

7. To participate in the Competition entrants must enter via one (1) of the following methods:
   a. Take a picture of your supervillain costume, and then either:
      i. Log into their Instagram account and upload the picture with the hashtag #supervillainwin. Account must be set to public and posted in the feed, not as an Instagram Story; or
      ii. Go to the Minion Supervillain Entry page at www.10play.com.au/win and upload the picture.
   b. In 25 words or less, tell us what your supervillain costume would look like?

8. It is free to become a 10 Play member, however, the cost of accessing the promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Play members rules at 10play.com.au/terms-of-use.

9. This is a game of skill; chance plays no part in determining the Winner/s. Each entry will be individually judged based on its creative merit to determine the most 'creative' supervillain costume as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.

10. Incomprehensible and incomplete entries will be deemed invalid.

11. Entrants who have won a Major Prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this Competition, excluding SA who are eligible to win more than once.

12. Entrants may enter as many times as they like; however, each entry must be significantly different to any previous entry.

13. Entries must be received by **Friday, 10 June 2022 at 23:59 AEST** to be included in the Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize Judging.

14. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost, or misdirected entries due to technical disruptions, network congestion or for any other reason.

15. The Promoter and Sponsor are entitled to use any of the entries submitted in any manner and for any purpose at their absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter and Sponsor are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.

16. Entrants warrant to the Promoter and Sponsor the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties and that any people featured in the videos have consented to their image being used as part of the entry. Entrants posting videos or images of people under 18 years of age acknowledge they have acquired parental or guardian consent and take full responsibility for all content uploaded as a part of their competition entry.

17. Entries must not include any third-party intellectual property (such as a logo). If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter and Sponsor against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

18. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Entries must not include swearing, inappropriate behaviour or language, MA or R rated images, vision, or audio. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible, and incomplete will be invalid. The entrant agrees to indemnify the Promoter and Sponsor.

19. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter and/or Sponsor is responsible for conducting the judging of entries, and will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.

Rights and Release

20. By entering into the Competition, you:
    a. Consent to the Promoter and Sponsor using your entry in any manner and for any purpose at their absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry video or photo in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Channel 10, Channel Bold or Channel Peach, publication on the Promoter and Sponsors' websites, social accounts, promotional, marketing and publicity purposes;
    b. Consent to the Promoter and Sponsor editing the entry in any way;
    c. Grant to the Promoter and Sponsor the right to use your name, image, and likeness in connection with the entry and the Competition;
    d. Assign to the Promoter and Sponsor, by way of present and future assignment of existing and future rights, all rights in all material created by in connection with the entry immediately upon their creation and grant to the Promoter and Sponsor a worldwide, royalty free, exclusive, irrevocable licence to exploit the entry;
    e. Consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms & Conditions of Entry and you agree that the Promoter and Sponsor are not required to credit you in its exploitation of the entry.

21. In consideration for the Promoter and/or Sponsor awarding the prize to the Major Prize Winner ("Winner"), the Winner hereby permits the Winner's image and/or voice, as recorded, photographed, or filmed during the Winner's participation in the prize to appear in connection with Network 10 or Universal Pictures International Australasia Pty Ltd or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.

Prize Judging

22. The Winners will be judged from all entries received throughout the Competition Period (via Instagram and Online) and Five (5) Major Prize Winners will be selected by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on **Monday, 13 June 2022 from 13:00 AEST**. The Winners will be the entrants who, in the sole opinion of the judges, have submitted the most 'creative' supervillain costume, as specified in clause 9. The Prize Winners will be notified by email and/or in writing and/or via an Instagram message by Network 10 within three (3) days of the Prize Determination Date. The method of Winner notification will be dependent on the contact information that is available for each Major Prize Winner. The Winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 15 June 2022**, subject to validation.

23. An entry that is made on behalf of an entrant by a third party will be invalid.

24. An Instagram entry will only be valid if the entry includes the relevant hashtag (as per clause 7a), and the entrant's Instagram is set to public status. Instagram posts must remain on the entrant's Instagram account for at least seven (7) days after the last time and date for judging.

25. As stipulated in clause 22, Network 10 will contact the Winners via email and/or direct message to their Instagram account and will provide them with an email to use to contact Network 10 to accept their prize. It is the responsibility of the entrant/s to check if they have been contacted as a Winner. The Winners are to contact Network 10 at the email address provided with acceptance of the prize and their required details within 48 hours of the Winner announcement. If they do not contact Network 10, the Winners will be re-judged as per clause

27.

26. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Error and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

27. All reasonable attempts will be made to contact the Winners following the process detailed in clause 25. If the Prize/s remains unclaimed, unallocated, or forfeited by the Winner/s for any reason within 48 hours of being contacted, the Prize/s will be re-allocated to the entrant/s that have submitted the entry which best meets the judging criteria excluding the entrant/s that has failed to claim the prize ("Unclaimed Prize Determination"). This Unclaimed Prize Determination will take place at Network 10 at 1 Saunders Street, Pyrmont, NSW 2009. The new Winner/s will be notified by email and/or in writing and/or via Instagram direct message within three (3) days of the Unclaimed Prize Determination and will be published on the 10 Play website at 10play.com.au within three (3) days of the Unclaimed Prize Determination.

Prize Details

28. There will be Five (5) Major Prize Winners judged from all entries received (via Instagram and Online) who will each win the following:

Number	Major Prize Details	AUD Value
Five (5) x Major Prizes	One (1) x Family Pass (admits 4) to attend the premiere screening of *Minions: The Rise of Gru* in the Winners State Choice of Premier Screenings are: • Hoyts Entertainment Quarter in Sydney on Saturday 18th June (1:15pm arrivals for 2:00pm film start). • Village Jam Factory – VMAX 10 in Melbourne on Saturday 18th June (1:30pm arrivals for 2:00pm film start). • Reading Cinemas Newmarket – Titan Luxe in Brisbane on Saturday 18th June (2:00pm arrivals for 2:30pm film start). • Event Marion – Cinema 1 in Adelaide on Saturday 18th June (1:30pm arrivals for 2:00pm film start). • Grand Cinemas Warwick – Cinema 9 in Perth on Saturday 18th June (10:00am arrivals for 10:30am film start). *(Winners State will determine which screening they will attend)*	$200.00
TOTAL PRIZE VALUE AT - AUD		**$1,000.00**

29. The total Prize Pool is valued at **$1,000.00.** The Promoters accept no responsibility for change in prize value between now the ultimate prize redemption date.

30. It is a condition of accepting the prize that the Winners must comply with all the conditions of use of the prize and the prize supplier's requirements.

31. The Premiere Screenings must be completed on the date stipulated by the Promoter and is subject to change at the Promoters discretion. If the Winner/s is unable to complete the prize on the specified date, they will be deemed an invalid winner and forfeit the prize in full. In this instance, a re-judging would take place to re-allocate the prize to a valid winner/s.

32. Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the Winners.

33. The Major Prize Winners and their companions are responsible for all other expenses including, meals (unless specified), drinks (unless specified), transfers (unless specified), incidentals, and all other ancillary costs.

34. The Major Prize Winners are not permitted to bring any additional companions beyond the three (3) they have selected. The Prize is exclusive for four (4) individuals only.

35. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoters accept no responsibility for any variation in the prize values. Prize Winners are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize.

36. In acceptance of the prize, the Winners acknowledge that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner.

37. If the Major prize is unavailable, for whatever reason, the Promoter and/or Sponsor reserve the right to substitute the prize for a prize of equal or greater value, subject to any directions given under State Regulation.

38. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.

39. It is a condition of accepting the prize that the Winners must comply with all the conditions of use of the prize and the Sponsor's requirements.

40. In the event that for any reason whatsoever a Winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Winner.

41. Personal information about the Winners will be shared with the Promoter, Sponsor and their agents, to the extent necessary for the promoters to organise the screening with the Winner/s.

42. If the Winner/s do not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Winner/s will have no further claim. A re-judging will be held to award the Prize to a valid entrant.

43. The Prize will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition Period it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

44. It is a condition of accepting the prize that the Winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

45. Should the Winner/s not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the prize, and a re-judging will take place to reallocate the prize to a valid Winner/s.

46. By accepting the prize, the Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of the prize. The Winners also agree to the potential use of their image or video footage being used for promotional purposes.

Standard Clauses

47. This promotion is in no way sponsored, endorsed, administered by or associated with Instagram. You are providing your information to The Promoter and not to Instagram. The information you provide will only be used for the purpose of this competition unless otherwise specified in these terms and conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Instagram.

48. Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with Instagram terms of use, including but not limited to clauses relating to entrants with an Instagram account who are under the age of 13 at the time of entry, which can be viewed at https://help.instagram.com/581066165581870.

49. This Competition adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: https://help.instagram.com/179379842258600.

50. All entrants unconditionally and irrevocably release and discharge Instagram from any and all liability in relation to this Competition.

51. If for any reason any aspect of this promotion is not capable of running as planned, including due to war, terrorism, state of emergency, pandemic, COVID-19, or any other kind of disaster, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in their sole discretion to disqualify any individual who tampers with the entry

process, take any action that may be available, and to cancel, terminate, modify or suspend the promotion and/or a prize, subject to any written directions from a relevant regulatory authority.

52. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified in accordance with these terms and conditions.

53. Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Sponsor (including their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference: (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters)due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or entrant; or (f) use of the prize.

54. If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate, subject to government legislation.

55. All entries become the property of the Promoter and Sponsor.

56. The Promoter and Sponsor shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter and Sponsor are not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

57. With your express consent to do so, by checking the box to opt-in to receive information from the Sponsor, Universal Pictures International Australasia Pty Ltd, the Sponsor will handle an entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at https://www.nbcuniversal.com/privacy. If you have opted-in to receive marketing communications from Universal Pictures International Australasia Pty Ltd, you consent that your personal information may be disclosed to a third party as a result of

entering this Competition, including but not limited to the Sponsor and other third-party agencies or service providers, in accordance with the Sponsor's Privacy Policy. Universal Pictures International Australasia's Privacy Policy may be updated from time to time, and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from The Sponsor by contacting them at privacy@nbcuni.com.

58. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this Competition, including but not limited to the Sponsor and Ansible Pty Ltd. Your personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the promotion.

59. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.

60. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.

61. The Sponsor is Universal Pictures International Australasia Pty Ltd (ABN: 44 122 951 099) of Level 32, 580 George St, Sydney NSW 2000.