

## 1. General

- 1.1 These terms and conditions (the "**Conditions**") apply to the 'My Friend's Got Talent' competition (the "**Competition**") conducted and promoted by Carte Blanche Greetings Limited of Unit 3 Chichester Business Park, Chichester, West Sussex, PO20 2FT ("**CBG**") and featured on the [www.mybestfriendsgottalent.com](http://www.mybestfriendsgottalent.com) web site and any other web site (the "**Site**") owned and operated by CBG.
- 1.2 The legal agreement between you and CBG is governed by these Conditions.
- 1.3 By submitting an entry to the Competition, you accept these Conditions
- 1.4 If you are in any doubt as to the meaning of these Conditions, please ask a parent or legal guardian to explain them and ensure that they consent to you entering the Competition. If you are under 13 years of age you are not eligible to enter the Competition and a parent or legal guardian will have to enter it for you.
- 1.5 CBG reserves the right to amend the Terms of Use and these Conditions at any time and without prior notice. We recommend that you check the Site regularly for any updates to the Conditions or Terms of Use.
- 1.6 CBG further reserves the right to cancel or alter the Competition at any time and without prior notice.
- 1.7 CBG recommends that you print a copy of these Conditions for future reference.

## 2. Entry

- 2.1 The Competition is only open to residents of the United Kingdom and the Republic of Ireland aged 13 and over.
- 2.2 Entry to the Competition is not open to employees of CBG or their immediate families. CBG reserves the right to withdraw entries from such persons without recourse and without giving notice to such persons.
- 2.3 Entry to the Competition is by the submission of a video recording (the "**Video**") to the Site together with an application form in the form provided by CBG. The Competition is open only between 21<sup>st</sup> July 2010 and 29<sup>th</sup> August 2010. Any entries falling outside of this period will not be accepted by CBG and you may not be notified if the Video you submit is not accepted.

- 2.4 There is a limit of one entry per person. Entries must be made individually and no group entries will be accepted.
- 2.5 If you refuse to accept these Conditions or fail to obtain the necessary consents, as referred to in Condition 3 below and required at the time of submission of an entry, you will not be allowed to enter the Competition.
- 2.6 By agreeing to these Conditions and entering the Competition, you warrant that any and all information submitted is true, accurate and complete in all material respects.
- 2.7 CBG retains the right to disqualify any applicant that fails to comply with these Conditions or the Terms of Use.
- 2.8 A Video that represents CBG in a negative or harmful manner that could damage CBG's reputation or is in any way inconsistent with any brand owned and operated by CBG will not be accepted.
- 2.9 CBG accepts no responsibility for any Videos which are lost, delayed, damaged, not received or incompletely received for whatever reason.

### **3. Permissions**

- 3.1 You represent and warrant to CBG that, if you are under 18 years of age, you have obtained permission from your parent or legal guardian prior to entering the Competition, such consent acknowledging the nature of the Competition and Prize as described in these Conditions.
- 3.2 You represent and warrant to CBG that each and every individual performing in the Video (each a "**Performer**") has consented to the recording of their performance and to such performance being entered in the Competition. Where any Performer is under 18 years of age, you further represent and warrant to CBG that each and every such Performer has obtained consent from his or her parent or legal guardian prior to entering the Competition, such consent acknowledging the nature of the Competition and Prize as described in these Conditions.
- 3.3 You confirm to CBG that you have the consent of each and every Performer and, where any Performer is under 18 years of age, you have the consent of each and every such Performer's parent or legal guardian, to permit CBG to copy the whole or a substantial part of the Video, to issue the whole or a part of the Video and to make any part or the whole of the Video (or any alteration thereof) available to the public by any means which CBG may from time to time wish.

#### 4. Copyright & Third Party Rights

- 4.1 You represent and warrant to CBG that you have all licences, rights, consents and permissions necessary to submit the Video as an entry to the Competition and for CBG to show, alter, distribute and copy the Video as it wishes. You further represent and warrant that you will not upload as an entry to the Competition any Video for which you do not have the necessary licences, rights, consents and permissions.
- 4.2 You represent and warrant to CBG that you have all necessary licences in relation to any third party rights and proprietary rights (whether in relation to copyright, rights of privacy, rights of publicity or otherwise) that may subsist in the Video submitted to the Competition. You further represent and warrant that you will not upload a Video to the Competition for which you do not have all such licences and consents.
- 4.3 You further agree to indemnify and hold harmless CBG from and against any and all losses, claims, damages, costs and liabilities of whatever nature arising directly or indirectly from: (i) any allegation or claim that your Video has caused damage to a third party; or (ii) any allegation or claim that your Video infringes the intellectual property rights of any third party.
- 4.4 You warrant and represent that your entry does not contain any viruses, Trojan horses, adware, spyware or similar harmful material.

#### 5. The Prize

- 5.1 CBG will select ten Videos for inclusion on the dedicated web site [www.mybestfriendsgottalent.com](http://www.mybestfriendsgottalent.com).
- 5.2 The ten Videos selected in accordance with Condition 5.1 will then be put to a public vote to decide the winner (the "**Winning Video**"). The individual that submitted and the Performer featured in the Winning Video (the "**Winners**") will each receive a cheque for £250 and a day at a dance or recording studio (the "**Prize**").
- 5.3 If the Winners are under the age of 18, they must be accompanied by a responsible adult and provide a parent or legal guardian's signature as evidence of their having consented to the Winner taking part in the Prize.
- 5.4 The Winners must book the Prize by 30<sup>th</sup> April 2011.
- 5.5 The Winners will be responsible for all costs, including for insurance, applicable taxes, costs and charges not specified in this Condition 5.5 that arise in connection with the Prize.

- 5.6 The second and third place videos whose submissions were selected in accordance with Condition 5.1 (the "**Runners Up**") shall receive a Large My Blue Nose Friend Soft Toy and one full collection of My Blue Nose Friends Keyrings and Pin Badges available at retail in the UK and Eire up to 29<sup>th</sup> August 2010.
- 5.7 The first 50 entrants to submit Videos to CBG shall receive a Large My Blue Nose Friend Soft Toy.
- 5.8 The Winners and the Runners Up shall be notified of their selection as soon as reasonably practicable following close of the public vote.
- 5.9 CBG retains the right to refuse any prize (or, where the prize has already been awarded, seek its recovery) if these Conditions and the Terms of Use are not complied with in full.
- 5.10 In the event of a dispute regarding any matter in connection with the Competition, the Conditions or the Prize, the decision of CBG shall be final and CBG shall not enter into any correspondence or discussion regarding such a dispute.
- 5.11 Attendance at the Prize and any travel to and from such an event is at your own risk and CBG shall accept no liability or responsibility in this regard.
- 5.12 CBG does not accept any liability or responsibility for any loss, injury or disappointment suffered by you entering the Competition or as a result of the Winner accepting the Prize. Nothing shall exclude CBG's liability for death or personal injury as a result of its negligence.
- 5.13 Events may occur that render the Competition itself or the awarding of the prizes impossible because of reasons beyond the control of CBG and accordingly CBG may at its absolute discretion vary or amend the Competition and you agree that no liability shall attach to CBG as a result thereof.

## **6. Licence**

- 6.1 In entering the Competition you grant to CBG a world-wide, irrevocable, freely assignable and royalty free licence to use, alter, make copies of the whole or part, disseminate, display and perform the Video submitted to the Competition.
- 6.2 CBG shall not be obliged to revoke the licence that you grant under Condition 6.1 and shall be free to grant sub-licences and assign any such rights created under these Conditions to any third party.

6.3 You agree that your Video and any further information which you supply to CBG in connection with the Competition can be used by CBG and its partners in perpetuity for any promotional purposes and without compensation.

## **7. Legality**

7.1 You confirm to CBG that your Video submission to the Competition does not contain material which could be considered offensive or illegal.

7.2 You agree that the Video will not contain any material which is libellous, defamatory, harassing or threatening.

7.3 CBG reserves the right, but shall not be obliged, to monitor, screen, edit or remove all Videos which do not comply with the Conditions.

## **8. Data Privacy**

8.1 CBG would like to keep entrants informed of products and services available from CBG by email. However, if you specifically do not want to be contacted please email CBG at [info@cbg.co.uk](mailto:info@cbg.co.uk).

8.2 CBG will not pass your email address to third parties for marketing purposes, but CBG may from time to time make your name, postal address and/or telephone number available to carefully screened companies whose products we believe may be of interest to you. However, if you specifically do not want your details passed to third parties please email CBG at [info@cbg.co.uk](mailto:info@cbg.co.uk).

8.3 All personal data relating to the Competition entrants will be used solely in accordance with current UK data protection legislation and, where appropriate, in accordance with any rule, regulation or guideline which may from time to time be imposed or recommended by the Information Commissioner's Office.

## **9. Governing Law**

9.1 These Conditions, and any claims or disputes, whether contractual or non-contractual, arising out of or in connection with their subject matter, shall be governed by the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English courts.

9.2 If any provision of these Conditions is held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

9.3 CBG recommends that you print a copy of these Conditions for future reference.

**Carte Blanche Greetings Limited**

July 2010