## **Disney Moments of Magic Rules**

We are offering up to Sixty (60) people the chance to have your video featured on Disney social media, Disney websites and Disney Junior channel.

*How to submit your video*: Access the Moments of Magic website at http://competitions.disney.co.za/moments-

	<ul> <li><u>http://competitions.disney.co.za/moments-of-magic-competition</u> (and either log-in to your account or register with the site) and upload your video in accordance with the instructions provide. You may submit a maximum of five (5) videos during the Promotional Period, if you submit more than five (5) videos, only the first five (5) submitted will be eligible.</li> <li>Before you submit your video:</li> </ul>
	<ul> <li>Make sure that your video does not contain any music, we are unable to use videos which contain music;</li> <li>Make sure your video is in focus and you/your child is fully in the frame;</li> </ul>
	<ul> <li>Make sure you have the permission (or the parent/legal guardians permission) of everyone appearing in your video;</li> <li>Videos which have been professionally filmed, edited or use special effects are not valid and will be disqualified.</li> </ul>
	Please note that if your video contains prominent brands we may not be able to use your video on channel, so please avoid wearing branded clothing or having branded images in your video.
	Entries will be moderated so please do not submit any videos which may offend.
Promotional Period:	05 May 2017, 11am SAST to 26 May 2017, 11am SAST
Submission Restrictions:	You must be a resident of South Africa aged 18 or over to submit your video.
Video Selection:	During the Promotional Period, Disney will moderate all entries received and will shortlist up to sixty (60) entries for publication on Disney social media pages, Disney websites and on Disney Junior. The entries selected will be those which best demonstrate humour, emotional connection, creativity and the Disney Junior brand values.
	Shortlisted entries will be contacted during the Promotional Period and must return all requested paperwork to Disney no later than 05 June 2017. If Disney cannot contact entrants by 05June 2017 or do not receive a positive response by this date, then Disney reserves the right not to use entrants video.
	Shortlisted videos who return the requested paperwork will be shown on the Moments of Magic promotional website and Disney social media pages, including without limitation Disney Junior Facebook and selected videos will be shown on Disney Junior channel. Shortlisting of your video does not mean it will be shown on Disney Junior.
	By entering this promotion you confirm (i) that you and they are the owner of the video submitted, (ii) the video does not knowingly copy or infringe the rights of any other person and (iii) Disney is permitted to reproduce and

use the video submitted by you online and publishing channels and social media platforms) anywhere in the world and without a time limit (in accordance with the release form signed which you will be required to sign) in order to carry out the promotion and select winners (which may include publishing your personal information) and for any and all related promotional purposes to promote the promotion and to promote Disney (including any partner sponsor).

Customer Services/ Contact Details:

The Walt Disney Company Limited, 3 Queen Caroline Street, London, W6 9PE ("Disney"). If you have any questions please contact Customer Services at <u>momentsofmagiccompetition@disney.co.za</u>

#### General Terms & Conditions

By participating you and where applicable your Parent or guardian agree to the requirements set out in all promotional materials and the following General Terms and Conditions

## 1. <u>Eligibility.</u>

- a. You must be a registered Disney member and have an active account to enter.
- b. If you are under 18 (eighteen) and the promotion is open to you (*please check the website as some of our promotions have age restrictions*) and you are not already a registered Disney member then we may need your parent or guardian's permission before we can activate your account and accept your entry. Your entry is not valid unless your new account has been activated before the Closing Date. Please always get your parent or guardian's permission before going online or calling to enter.
- c. Not open to employees (or their immediate families) of Disney, its agencies or anyone else professionally associated with this promotion.
- d. Maximum one entry per person unless otherwise stated. Entries via agents or third parties or use of multiple identities and email addresses are not permitted. Use of automated entries, votes or other programs is prohibited and all such entries (or votes) will be disqualified.
- e. Only online entries via the promotion website will be accepted. Entries must be completed online by the Closing Date.
- f. Disney reserves the right at any time to request proof of identity or to verify eligibility conditions and to award any prize to the winner in person.
- 2. **Personal Information.** To enter we will ask you to either submit your existing Disney username and password or to register your personal details with us. Your personal information will be used in accordance with Disney's current published Privacy Policy (click here to view) and may be passed to our agents to administer the promotion, send out prizes and to enable Disney to promote the promotion and its products and services (including the products and services of any partner sponsoring the promotion) in any media including without limitation TV, online and publishing channels and social media platforms. Personal information will only be used for direct marketing purposes if you have consented to receive future marketing from Disney (you may have already done this if you have registered your details with Disney previously).

#### 3. <u>Disney's Liability.</u>

- a. For online entries or online public voting: Disney cannot guarantee continuous, uninterrupted or secure access to the website and is not responsible for any disruption to the promotion or the website due to technical problems or otherwise due to events outside of its reasonable control. In the event of technical problems, entries or votes will be void and the winner will be selected by a panel of judges.
- b. Disney has arranged this promotion in good faith but, to the fullest extent allowed by law, accepts no responsibility for loss or damages as a result of anyone participating in the promotion

or any aspect of any prize awarded. Your legal rights as a consumer are not affected.

**<u>Prize Confirmation & Acceptance.</u>** If at any point during the promotion process:

we require a response from any winner (or their parent or guardian) before awarding any prize and no response is received after we have made reasonable efforts to make contact and within a reasonable period of time (or by the parental response date if listed under the promotion rules above), or:

- (i) a winner (or their parent or guardian) declines to accept the prize or;
- (ii) Disney is unable to contact the winner's parent or guardian, or;
- (iii) The requested documentation stated in the promotion rules is not received Disney by the requested date and time, or;
- (iv) The winner becomes unavailable;

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- 5. Disney reserves the right to withdraw prize entitlement and award the prize to a substitute winner chosen at the same time as the first name(s) are selected or judged to be a winner. Any prize which is returned or cannot be delivered will be used for another promotion or given to charity. Disney has no responsibility to anyone who has not responded.
- 6. <u>Prize Fulfilment.</u> No cash or other alternative prizes are available, except that in the event of circumstances outside of its control Disney (and/or any sponsor partner providing any prize) reserves the right to substitute a similar prize of equal or greater value. Prizes cannot be transferred or sold by winners unless a parent/guardian or grandparent is entering the promotion on behalf of a child or family member. Unless otherwise stated in the prize description, winners are solely responsible for all additional costs and expenses associated with claiming the prize. Disney reserves the right to ask winners (or their parent or guardian) to sign a written release, request proof of identity and verify the entry before awarding any prize.

# 7. <u>Cancellation or Disqualification.</u>

- a. Disney reserves the right to disqualify:
  - (i) late, misdirected, incomplete, corrupted, lost, illegible or invalid entries;
  - (ii) entries where appropriate parental authorisation is or was not provided;
  - (iii) entries where entrants or Parents, without Disney's prior written consent, publicises (including, without limitation publication on blogs and social networks) or discusses with any third party any information relating to the promotion (including without limitation information in relation to the promotion or Disney), except where such information is already public knowledge;
  - (iv) where requested, entrants who fail to disclose in writing full details of any and all criminal or civil proceedings/actions pending, proceedings served and/or convictions unspent as at the date of opening of the promotion; or
  - (v) entrants whose conduct (and/or whose Parent's conduct) during the promotion may bring Disney into disrepute (as Disney may decide in its discretion).
- b. Disney reserves the right to modify, suspend, cancel or terminate the promotion or extend or resume the entry period or disqualify any participant at any time without giving advance notice and will do so if it cannot be guaranteed that the promotion can be carried out fairly or correctly for technical, legal or other reasons or if Disney suspects that any person has been manipulating entries or the results, or has provided false information or has acted unethically in any other way.
  - 8. **Email safety.** In the event that Disney wishes to contact you (or a winner's parent or guardian) in connection with your entry we will do so via an email ending in 'disney.com' or by phone with a follow up e-mail. Any email which appears to come from Disney but using a different ending (e.g. hotmail.com, yahoo.com etc) should be treated with suspicion and forwarded to Customer Services. DO NOT respond or act on any e-mail if you are not sure that it comes from Disney. If you are in any doubt please contact Customer Services.
  - 9. <u>Publicity.</u> Winners may be required to participate in reasonable related publicity without further payment or permission. You agree that Disney may publish first name, surname initial, age, town/city and/or likeness.
  - 10. No purchase necessary.
  - 11. Disney's decision to select any winner is final and we reserve the right not to correspond on any matter.
  - 12. The laws of England and Wales apply and any disputes will be dealt with in the English courts only.

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