

TERMS AND CONDITIONS
THE MIDNIGHT GANG DVD & BOOK COMPETITION
(“Competition”)

By entering the Competition, each Entrant (as defined below) (and where applicable the Entrant’s parent or legal guardian) unconditionally accepts and agrees to comply with these terms and conditions (“**Rules**”), and agrees to be bound by the decisions of the Promoter in respect of the interpretation of these Rules and otherwise in relation to the Competition. Entrants who do not comply with the Rules will not be eligible to win the Prize (as defined below).

Please read the Rules carefully.

1. Eligibility Requirements

The Competition is open to individuals who are residents of the United Kingdom and who are aged 13 years old and above (the “**Entrants**”). Entrants under the age of eighteen (18) must obtain their parent or legal guardian’s permission prior to entering the Competition.

The Competition begins at 12:00 PM GMT on 4 November 2019 and ends at 12:00 PM GMT on 11 November 2019 (the “**Competition Period**”).

Only one Entry per person.

2. How to Enter

No purchase is necessary to take part in this Competition.

Entrants may enter the Competition by:

- Visiting www.warnerbros.co.uk/news/articles (“**Website**”) and answering the question: “Which actor plays Tom in The Midnight Gang?”
 - Alan Davies;
 - David Walliams; or
 - Oliver Zetterström

(an “**Entry**”).

No other forms of entry will be accepted.

After the conclusion of the Competition Period, ten (10) winners (“**Competition Winner(s)**”) will be selected automatically by a computerised random number generator.

Warner Bros.’ decision concerning the determination of the Competition Winners and all matters relating to the Competition will be final and binding.

3. Prize

The Competition Winners will each receive the following:

- One (1) The Midnight Gang DVD; and
- One (1) The Midnight Gang Book.

(the “**Prize**”).

4. **Notifying the Competition Winner(s)**

The Competition Winners will be informed by way of email to the email addresses they used to enter the Competition on or by 11 November 2019. The Competition Winners will be required to confirm acceptance of their Prize by email within forty-eight (48) hours after receipt of notification of the Prize ("**Confirmatory Email**"). The Competition Winners must provide their full name, telephone number and mailing address in the Confirmatory Email. The Promoter will inform the Competition Winners of any arrangements for the redemption of the Prizes.

5. **Winner(s)' List**

Where required by local law, the surname and country of the Competition Winners may be available upon request. Please send a self-addressed stamped envelope to: The Midnight Gang DVD & Book Competition; Warner Bros. Entertainment UK Digital Marketing, Warner House, 98 Theobald's Road, London WC1X 8WB, within one (1) month of the Competition closing date.

6. **Promoter**

The Competition is organised by Warner Bros. Entertainment UK Limited (the "**Promoter**" or "**Warner Bros.**").

In order to administer the Competition, the Promoter may make use of advertising and promotional agencies ("**Warner Agents**").

7. **Prize Terms**

- 7.1 Prizes are subject to availability. The Promoter takes reasonable care to ensure that the Prizes are as described in these Rules. However, events may occur that make the awarding of the Prize impractical or inappropriate due to unforeseen circumstances or reasons beyond the control of the Promoter or Warner Bros. In this situation, the Promoter may vary or amend the Prize to provide a reasonable alternative as a result of which the Promoter or parties connected to the Promoter shall not be held liable.
- 7.2 No cash or credit alternative is available, and the Prizes are not transferable. Eligibility for the Prize may be subject to signing Warner Bros. Prize Acceptance Form (available on request).
- 7.3 The Prize does not include anything not mentioned in these Rules.
- 7.4 If the Prize involves travel, the Competition Winners must be over eighteen (18) or be accompanied on the Prize by a parent or legal guardian.
- 7.5 Where applicable, the Competition Winners and/or the parents or legal guardians of the Competition Winners will be required to sign a Prize Acceptance Form within seven (7) days of the date of issuance. If the Prize Acceptance Form is not returned within the specified time period, the Prizes will be forfeited.
- 7.6 If a Competition Winner does not confirm acceptance of the Prize within the required time period, he/she will automatically forgo their right to claim the Prize and a runner up will be selected as an alternative Competition Winner. If such runner up also fails to accept the Prize in the required manner, the next runner up will be selected as an alternative Competition Winner and so on until another Competition Winner is chosen and has duly accepted in accordance with these Rules.

8. Changes to the Rules

Subject to applicable law, the Promoter reserves the right to modify the Rules at any time without notice to Entrants. In such circumstances, updated Rules will be uploaded to and published on the Website.

For all that relates to the use of the Website, it is reminded that the Warner Bros. Privacy Policy <http://www.warnerbros.co.uk/Home/Info/PrivacyPolicy> and the Terms and Conditions of Use <http://www.warnerbros.co.uk/Home/Info/TermsOfUse> accessible on or via the Website are applicable. The Rules shall prevail over any inconsistent provision contained in the Terms and Conditions of Use or the Privacy Policy posted on or via the Website.

9. Promotions on Social Networking Sites

In addition, if the Entrant accesses and enters the Competition through a social networking site (including without limitation Facebook and Twitter), each Entrant agrees to comply with such site's terms of use and privacy policy. Please note that any Competition organised by Warner Bros. is in no way sponsored, endorsed or administered by, or associated with, such third-party social networking site.

10. Eligibility of Entries

- 10.1 Ineligible or fraudulent Entries are void. All Entrants will be deemed to have authorised the Promoter and Warner Agents to check the completeness and accuracy of the information they supply for purposes of participation. An Entrant who has supplied incomplete, inaccurate or fraudulent information will be automatically disqualified. Any Entry that uses offensive or inappropriate language will automatically be disqualified.
- 10.2 Where the Competition entry mechanism involves public voting, Warner Bros. reserves the right to disqualify any Entrant to the extent permitted by applicable law, if in Warner Bros.' sole discretion, the Entrant is considered to have manipulated or influenced the Competition outcome through fraudulent or dishonest means including, but not limited to, automated means and vote exchange forums or groups.
- 10.3 The Promoter and Warner Agents are not responsible for lost, late, or misdirected Entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Entries.
- 10.4 Proof of entering information on the Website does not constitute proof of delivery or receipt of such information. Warner Bros. is not responsible for the failure of any email or Entry to be received by it on account of technical problems or congestion on the internet or at any website.
- 10.5 Use of computer programs and other automatic means to enter the Competition is prohibited and may result in the disqualification of the Entrant.
- 10.6 The Competition is not open to employees or contractors of the Promoter, Warner Agents Warner Bros. Entertainment group of companies, including each of their affiliates, subsidiaries, divisions, or Facebook, or Twitter, or any person directly or indirectly involved in the organisation or running of the Competition or their direct family members.
- 10.7 In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted. All Entries become property of the Promoters and will not be returned.
- 10.8 Entries shall not be returned to Entrants.

11. Post-Competition Publicity

The Competition Winners may be invited and agree to take part in post-Competition publicity as may be requested by the Promoter. By accepting the Prizes, to the fullest extent permitted by applicable law, the Competition Winners acknowledge that the Promoter may use his/her name, photograph, likeness (including his/her voice), hometown and biographical information and statements concerning the Competition or the Promoter and/or its products without further compensation or notice for the purpose of advertising, promotion, and merchandising, throughout the world in perpetuity, and the Competition Winners grant all rights to edit or modify and to publish and copyright such details.

12. Content Uploaded by Entrants

12.1 In addition to Clause 10 above, if the Competition involves Entrants uploading content, each Entrant agrees that his/her Entry meets the following criteria, where applicable:

- (i) The Entry must not feature any person other than the Entrant(s), unless expressly required to do so by the Competition;
- (ii) The Entrant featured in the Entry must meet the minimum age requirements of the Competition;
- (iii) The Entry must not contain any obscene, offensive, defamatory, threatening, illegal or otherwise inappropriate images or material and must be free from advertising;
- (iv) The Entry must be original work and must not feature any images, material or rights belonging to any third party (including, without limitation, any copyright, trademarks or other intellectual property rights) and that the Entrant has the right to grant the licenses set out herein;
- (v) The Entry must be of sufficient clarity and technical quality for inclusion in the Competition;
- (vi) Entries must not have been submitted previously in any competition of any kind or exhibited or displayed publicly (i.e. disclosed beyond Entrant's immediate circle of friends and family) through any means; and
- (vii) The Entry must be suitable for presentation in a public forum.

12.2 Each Entrant hereby grants to the Promoter and any and all members of Warner Bros.' wider corporate group and any other party involved in the operation of the Competition a perpetual, irrevocable, royalty-free, fully transferable and sub-licensable, worldwide license to use (including, without limitation, the right to modify) the Entry in connection with the operation of the Competition and for commercial and promotional purposes in any format and using any media including, without limitation, any reproduction and/or broadcast of the Entry online, and/or on TV (whether or not now invented) at Warner Bros.' sole discretion. The Competition Winners shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Competition Winners' cost, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to the foregoing grant.

12.3 Each Entrant agrees that he/she will not post or upload or otherwise make available any text, images, audio, video or any other content or material whatsoever which is illegal or inappropriate for family viewing, which is of an adult-only nature or which is in any way offensive, defamatory, insulting, degrading, sexist, racist, discriminatory or obscene, violent, which is controversial or contains off-topic themes or content, or which may be harmful to the reputation of the Promoter, Warner Bros. or their products or services (or the reputation of any affiliates of Warner Bros. or their products and services or any social networking site).

12.4 Once submitted the Entry will be posted on the Website for the entire duration of the Competition, the contents of Entrant's videos, photos, submissions, uploads and/or other entries (including any personal data contained within them) will become accessible and may be linked to or copied from the public internet. Warner Bros. may not be able to prevent further use of Entries by third parties without permission during and after the Competition Period. Entrants should not include anything within their Entry which they, or others appearing in the Entry, do not wish to be distributed in this way.

12.5 Warner Bros. reserves the right to review the Entry following submission to ensure its compliance with the above conditions. If Warner Bros. at its sole discretion determines that the Entry does not comply with these conditions, it shall be disqualified from the Competition and Warner Bros. reserves the right not to make the Entry available on the Website or otherwise, and to remove the Entry, or links or any other means of access to the Entry, from the Website or otherwise at any time without giving notice.

13. Use of Personal Data

13.1 In order to participate in the Competition, Warner Bros. requires Entrants to provide certain information about themselves on the Website, such as Entrant's name, contact details and social media details. Some Entries may require the submission of user generated content (such as, pictures, videos, etc.), which may contain personal data. Warner Bros. has specified which information is mandatory in order to participate in the Competition.

13.2 Submitted information will be used by Warner Bros. to administer the competition, and to exercise its rights and legitimate interests, including use of your information to promote Warner as described above in 12.2. Entry information will be kept until the competition is fully administered but may be kept longer if it is necessary for Warner Bros. to exercise its rights or Warner Bros. is required to retain your information to comply with its legal obligations.

13.3 Warner Bros. may require Competition Winners to provide additional information in order to fulfil the Prize. This information may be shared with Warner Bros.' partners involved in the fulfilment of the Prize, e.g. prize providers.

13.4 If Warner Bros. receives a request to provide information on the winner(s) it will make available, the surname and country of residence of Competition Winners and where applicable, Competition Winners' winning entry, in order to demonstrate that a valid award has taken place. You have the right to object to this information being made available or you can request for the amount of information that is being made available to be reduced, by visiting privacy.wb.com.

13.5 Warner Bros. may use cookies and other similar technologies to keep track of your interactions on the Website, and offer you a more personalised experience. Please visit <http://www.warnerbros.co.uk/info/privacypolicy#cookies> for further information. As not all Website(s) are owned or operated by Warner Bros. please see any third party privacy policies made available on the Website.

13.6 Subject to applicable laws (such as those in the EU) and to the extent legal requirements are met, you have a right to access your personal data; to request that it be updated, deleted and/or restricted; and object to its processing upon legitimate grounds by visiting privacy.wb.com. You also have a right to lodge a complaint with your local data protection authority.

14. Limitation of Liability

14.1 The Promoter and Warner Agents do not accept any responsibility for any occurrences resulting from the Entrants' connection to the internet via the Website and/or resulting from participation in the Competition. In particular, the Promoter and Warner Agents do not accept responsibility for any

damage or loss caused in any way to Entrants, their computer equipment and/or to data which is stored on any such equipment, or to their personal, professional or commercial activities.

- 14.2 If, for any reason, the Competition is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure, human error or any other causes beyond the control of Warner Bros. that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Warner Bros. reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify, or suspend the Competition and let the Promoter select the Competition Winner(s) from all eligible Entries received prior to the cancellation or termination of the Competition.
- 14.3 In the event of unforeseen circumstances, the Promoter reserves the right to substitute any or all parts of the Competition. In this event, such a change will be publicised on the Website and any necessary amendments to these conditions will be made.
- 14.4 Entrants agree to the fullest extent allowed by applicable law to release and forever discharge Warner Bros., and its parent corporations, subsidiaries, assigns and employees, and any entity or person connected with the Competition from and against any and all claims, demands, losses and liabilities of any nature whatsoever which may now or hereafter arise, including but not limited to any loss of enjoyment, costs, delays or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of or in connection with the Prizes.
- 14.5 If any court or competent authority decides that any of the provisions of these Rules are invalid, unlawful or unenforceable to any extent, the Rule will, to that extent only, be severed from the remaining Rules, which will continue to be valid to the fullest extent permitted by law.
- 14.6 Any attempt by an Entrant to deliberately damage the Website or to undermine the legitimate operations of the Competition may be a violation of criminal and civil laws and should any such attempt be made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 14.7 The Promoter reserves the right to change, suspend or cancel the Competition without specifying the reasons for its decision and without incurring liability as a result. These Rules will apply to the Competition. The Promoter reserves the right to modify these Rules at any time prior to, during or after the Competition Period.
- 14.8 Warner Bros. does not exclude any liability for death or personal injury arising as a result of Warner Bros.' negligence in respect of the Entrants' use of the Website.
- 14.9 By entering the Competition, Entrants agree to release any social networking site that the Competition may be accessed through from any and all liability connected with the Competition.
- 14.10 If applicable law does not allow all or any part of the above limitation of liability to apply, the limitations will apply only to the extent permitted by applicable law.
- 14.11 The Competition is governed by the laws of your country of residence. You hereby consent and submit to the exclusive jurisdiction of the courts of your country of residence for any action however so arising out of these Rules.

15. **Contacting Us**

If you have any queries about the manner in which the Competition is administered, how your data is used by Warner Bros. and/or should you require us to remove your email address from our systems, please contact: Email: WBUKCompetitions@warnerbros.com, European Business and Legal Affairs,

Warner Bros, Warner House, 98 Theobald's Road, London WC1X 8WB, telephone: +(0)20 7984 5000, or online by visiting privacy.wb.com.

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