

**Evolve Entertainment on behalf of Video Ezy Australasia Pty Ltd (Video Ezy)**  
**SamSam Competition**  
**Terms and Conditions**

1. This is a game of skill and chance plays no part in selecting the winner. The Promoter's decision is final and no correspondence will be entered into.
2. Information on how to enter forms part of the Terms and Conditions of entry. Entry into the 'SamSam' Competition (the Competition) is deemed acceptance of these Terms and Conditions of entry.
3. Entry is open to Australian residents of Western Australia, New South Wales, Northern Territory, Queensland, Victoria, South Australia, Australian Capital Territory and Tasmania, of all ages (*Eligible Entrant*). Entrants under the age of 18 must provide contact details for a parent or guardian. However, business directors, management and employees, their immediate families, their retailers, suppliers, associated companies and agencies of Evolve Entertainment and Video Ezy Australasia Pty Ltd are not eligible to enter.
4. The Competition commences at 12:00AM 21/09/2020 (AEST) and concludes at 11:59PM 04/10/2020 (AEDT) (the *Promotion Period*).
5. To enter, Eligible Entrants must complete the Google Form found at <https://bit.ly/VESamSam> and answer the question "Who is your favourite underrated superhero and why?" in 25 words or less. Entries must be received by 11:59PM 04/10/2020 to be considered eligible.
6. Eligible Entrants in the Competition may enter once. Second and subsequent entries will not be included in judging.
7. The Promoter reserves the right to request winners to provide proof of identity and proof of entry in order to claim a prize. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
9. All submissions will be reviewed by the Promoter and the best three (3) entries in the opinion of the Promoter will be chosen as the winners. The picking will commence at 8 Gash Court, Kialla, VIC 3631 no later than 10:00AM on 06/10/2020 (AEST) and the winners will be contacted via the email address provided on the entry form, where they will be asked to confirm their mailing address for prize delivery. Results will be published in relevant print or electronic media as required by State law. If address confirmation is not received within 28 days, the prize will be mailed to the address stated on the entry form.
10. The three entries selected as best by Evolve Entertainment will each receive one (1) DVD copy of Woody Woodpecker (RRP \$20), one (1) DVD copy of Monster Island (RRP \$20), one (1) DVD copy of Abominable (RRP \$20), and one (1) DVD copy of SamSam (RRP \$20).
11. Total prize pool value for the competition is RRP \$240.
12. All prices stated are in Australian dollars, represent the recommended retail price (RRP), include GST and were correct at time of printing. The Promoter accepts no responsibility for change in prize value between the time of printing and the ultimate redemption date of the prize.
13. All references to times and dates if otherwise unspecified are to times and dates in Victoria, Australia (AEST, or AEDT when applicable).

14. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant or in order to distribute any prizes unclaimed by that date, subject to any written directions given under relevant State or Territory legislation. In the event of any winners, they will be contacted by email within 5 working days.
15. The prize will be mailed out to the mailing address as provided by the winner within 28 days of confirmation of address by the winner. Once the prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
16. The Promoter and the agencies associated with the Competition accept no responsibility for any tax implications that may arise from the prize winnings and independent financial advice should be sought.
17. If a prize winner is under the age of 18 years the prize will be awarded to their Parent or legal guardian
18. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
19. By accepting the prize, the winner agrees 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 or filmed on platforms including but not limited to Facebook, Twitter, Instagram and the Video Ezy website.
20. 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 and cash will not be awarded in lieu of that element of the prize. The prize is not redeemable for cash.
21. Should an entrant's contact details change during the Promotion 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.
22. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
24. It is a condition of accepting the prize that any remedies available to consumers under the Australian Consumer Law for defective etc. goods can be made through Video Ezy.
25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
26. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
27. Evolve Entertainment, Video Ezy Australasia Pty Ltd and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, and delay in operation or transmission; a communication line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
28. If for any reason this Competition is not capable of running as planned, including due to 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 Competition, the Promoter reserves the right in its 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 competition, subject to any written direction given under State Regulation.

29. All entries become the property of the Promoter. The information provided by entrants will be used by the Promoter for the purpose of conducting the Promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting the Competition or communicating with entrants and to State and Territory gaming authorities where required to do so. A request to access, update or correct any information should be directed to the Promoter.
30. By submitting an entry to the Competition, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
31. The Promoter, or any of its related entities or affiliates are not responsible for any problems or technical malfunction or computer online (or wireless) systems, servers, or providers, computer equipment, software, or technical problems resulting from participation or sending or receiving of any communication or of any materials in this Competition.
32. No responsibility will be accepted for late, lost or misdirected entries. All entries are deemed to be received at the time of the receipt into the Promoter's database and NOT at the time of transmission by the entrant.
33. Video Ezy is collecting the entrant's personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the winner) and for any marketing related communications from Video Ezy, in accordance with the campaign terms and conditions. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants can access and correct the personal information Video Ezy holds about them by contacting Video Ezy on 1300 067 113. The Privacy Policy can be viewed at <http://www.videoezy.com.au/VideoEzy/company-info/VideoEzyPrivacy/>
34. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
35. The Promoter is Evolve Entertainment Pty Ltd ACN150 750 093 of 8 Gash Court, Kialla, VIC 3631; ph. 1300 067 113
36. By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
37. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.