Competition Terms and Conditions

"Marvel AUNZ X-Men '97 Custom Xbox Social Competition"

It is important that you read and understand these Terms and Conditions, particularly paragraphs about Disney's legal responsibility to you. If you do not understand these Terms and Conditions, you should seek help to understand them.

ENTRY DETAILS

A.	**Competition Period**	Entry is open from Thursday 16 May 2024 at 9:00AM (AEST) and closes on Monday 20 May 2024 at 11:59PM (AEST). Entry can only be made during the Competition Period.
B.	**Eligibility**	You must be 18 years of age or older at the time of submitting an entry, be a resident of Australia or New Zealand, and hold an active Facebook account or active public Instagram account.
C.	**How to Enter**	During the Competition Period, eligible entrants must: i. Sign into their Facebook or Instagram account and go to one of the following pages: a. the Marvel Australia & New Zealand Facebook page located at https://www.facebook.com/MarvelAUNZ/; or b. the Marvel Australia & New Zealand Instagram page located at https://www.instagram.com/marvelaunz/; (each a "**Competition Page**"); ii. Locate the Competition post for Marvel AUNZ X-Men '97 Custom Xbox Social Competition (the "**Post**") on the Competition Page; and iii. Comment on the Post with their answer to the following question: *"What is your favourite moment from Marvel Animation's X-Men '97"* (the "**Entry**").
D.	**Entry Limits**	Unlimited. Each person is eligible to win one (1) prize, subject to state legislation.
E.	**Prize Details**	There will be one (1) prize ("**Prize**") to be won, each consisting of the following: **PRIZE:** One (1) x X-Men '97 Custom Xbox Series X Console and Magneto XDL Designed Controller, valued at a maximum of $799 AUD inclusive of. GST). **The total Competition prize pool is valued at a maximum of $799 AUD, inclusive of GST.**
F.	**Winner Selection**	12:00PM (AEST) on Tuesday 21 May 2024 (the "**Selection Date**").
G.	**Notification of Winners**	The Winners will be notified via Facebook or Instagram direct message from the Competition Page that they submitted their Entry to within one (1) day from the Selection Date.

		All reasonable attempts will be made to contact the winner.
H.	**Prize Claim Deadline**	Upon notification by Disney (as detailed at Item G), the winner must claim their Prize and supply their contact details including their postal address and phone number by 5:00PM (AEST) on Thursday 23 May 2024.
I.	**Unclaimed Prize Draw**	If for whatever reason any Prize is not claimed by the Prize Claim Deadline, or the entrant is deemed ineligible to enter the Competition and claim a Prize, an unclaimed prize draw for the relevant Prize will be carried out Friday 24 May 2024 at 12:30PM (AEST). If the Prize is not claimed as part of this unclaimed prize draw Disney, in its sole discretion, will forfeit that Prize and no substitute will be offered.
J.	**Promoter**	The Walt Disney Company (Australia) Pty Limited ACN 054 610 025 ("**Disney**") of Building 10, Level 3, 658 Church Street, Richmond 3121, Australia

STANDARD TERMS AND CONDITIONS

1. These Competition Terms and Conditions consist of the Entry Details, the Standard Terms and Conditions and any other documents issued by Disney into which these Competition Terms and Conditions are incorporated by reference.

2. Unless the context otherwise requires, any capitalised terms contained in these Standard Terms and Conditions shall have the meaning contained in the Entry Details unless otherwise defined herein.

3. This Competition is a game of skill. Chance plays no part in determining the winner(s).

4. Entry is only open to eligible entrants as described in Item B ("you", "entrant"). Neither you nor anyone in your immediate family may be an employee of Disney or any of its respective affiliate, subsidiary or parent companies, or may be otherwise affiliated with Disney or connected to the Competition in any way.

5. Entry into the Competition is free (except for any normal internet or mobile connection charges that may apply)

6. Your Entry must be complete, in English and legible. You are solely responsible for the submission of your Entry. Disney accepts no responsibility for lost, late or misdirected entries. Disney reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process.

7. Disney may disqualify you if you or your Entry do not meet any one or more of the requirements set out in these Competition Terms and Conditions, if your Entry includes any objectionable material or infringes the rights (including intellectual property rights) of any third party, or if you tamper in any way with the operation of the Competition.

8. If entry into the Competition is via Facebook, Instagram or Twitter ("**Social Media Platform**"):

    a. Entry and continued participation in the Competition is dependent on the entrants following and acting in accordance with the terms and conditions of the Social Media Platform.
    b. Disney is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of conduct on the Social Media Platform, including any decision by the Social Media Platform to remove or not remove any content, except for liability which cannot be excluded by law.
    c. This Competition adheres to the terms and conditions and promotion guidelines of the Social Media Platform.
    d. This Competition is in no way sponsored, endorsed or administered by, or associated with the Social Media Platform.
    e. Entrants understand that they are providing their information to Disney and not to the Social Media Platform.
    f. Any questions, comments or complaints about this Competition must be directed to Disney and not to the Social Media Platform.
    g. All entrants unconditionally and irrevocably release and discharge the Social Media Platform from any and all liability in relation to this Competition.

    Judges will be selected by Disney and each Competition prize winner in the relevant Competition (each a "**Winner**") will be selected from the valid Entries submitted to the Competition and judged based on creativity and innovativeness.

9. The judges' decisions are final and no correspondence will be entered into.

10. If an entrant does not claim their prize by the Prize Claim Deadline detailed at Item H, or if any person first chosen as a Winner is found to be ineligible and is disqualified, in either event, another entrant may be selected as a replacement Winner as part of the Unclaimed Prize Draw at Item I.

11. If you are a Winner, you agree that:

    a. You may not transfer the Prize to anyone or ask for any alternative Prize (including cash).
    b. In the unlikely event that the Prize becomes unavailable, Disney may replace the Prize with another prize of equal value.
    c. If you are not able to take the Prize as stated (including where it is specified that the Prize

must be taken on a specific date or during a specific time frame), you will forfeit the Prize and no payment or compensation will be made in lieu.

d. Once the Prize has left the premises of Disney, responsibility for any damage, delay or loss to the Prize during transit will pass to you.
e. Disney may ask that you or your parent/legal guardian provide proof of your age, identity and residency, and to sign any required documentation including release forms, as a condition of claiming the Prize.
f. You or your parent/legal guardian are responsible for all expenses and taxes in connection with your participation in the Competition and for all expenses and taxes not expressly included in the Prize.
g. If requested by Disney, you may be required and must agree to be filmed during the presentation of the Prize.
h. You hereby grant to Disney the right to issue, and authorise others to issue, publicity in connection with the promotion of the Competition, and the right to use your name (including any professional name or sobriquet adopted by you), likeness and biographical data in connection with the promotion of the Competition.
i. Disney accepts no responsibility for any variation in the value or the make-up of the Prize or any event that occurs that is beyond Disney's reasonable control.

12. If the Prize includes attendance at an event:

a. You and your guest/s must at the very least be able and willing to attend the event on the date/s as specified by Disney.
b. You acknowledge that yours, and your guests', participation in and attendance at any event may be subject to additional terms and conditions imposed by third parties. Disney does not accept and is not liable for additional conditions imposed at any event or for the breach of those conditions by any person.
c. Except in the event that you are under the age of 18, in which case at least one of your guests must be a parent or legal guardian over the age of 18, Disney is not responsible for selecting any person accompanying you as your guest or determining any other details of the Prize or taking direction that relates to legal determinations concerning your guest/s. These are the responsibility of you as the Winner.
d. You are solely responsible for the actions of your guest/s while in attendance at the event.

13. If the Prize involves travel:

a. The exact cost of any flights that may be included as part of a Prize will vary depending on the Winner's place of departure.
b. You and your guest/s must at the very least be able and willing to travel on or between the date/s as specified by Disney in the Entry Details.
c. Redemption of travel, accommodation and other experiential components or activities that are part of the Prize are subject to availability at the time of booking and any additional ticketing requirements is at the expense of the Winner.
d. Except as set out in the Entry Details and unless to the extent otherwise specified, you are responsible for all costs and expenses connected to your participation in the Prize, including without limitation meals, drinks, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas and all other ancillary costs.
e. Except as set out in the Entry Details and unless to the extent otherwise specified, you are responsible for purchasing travel insurance. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
f. It is the responsibility and expense of each Winner and their guest/s to ensure that prior to traveling, their personal documentation (including but not limited to passports, visas etc.) is valid, they have undertaken any required health checks and/or immunisations and they have checked for travel warnings and any perceived hazards with appropriate authorities. Any expenses incurred as a result of not meeting such requirements are the sole responsibility of the Winner and their guest/s.

14. If any Prize (or portion of a Prize) is provided by a third party, that Prize (or portion of) is subject to the terms and conditions of the third party prize supplier and the provision of the Prize (or portion of) is the sole responsibility of the third party and not Disney. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Competition Terms and Conditions.

15. Disney will own and will not return your Entry at the end of the Competition. You may not disclose your Entry to anyone other than Disney and may only use your Entry to participate in the Competition. You may keep a copy of the Entry for archiving purposes.

16. You agree that all of the rights (including intellectual property rights) in your Entry, including any copyright works in your Entry, belong to Disney and you hereby assign any rights you may have to Disney. This includes all copyright (present or future), other intellectual property rights and rights of ownership. You grant a perpetual worldwide license (including a right to sub-license) to Disney of all rights in your Entry pending completion of this assignment.

17. You warrant and represent that any material submitted by You as part of your Entry will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that you have all rights to use the materials and have obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.

18. You agree to do all things necessary (which may include signing relevant documentation) to transfer these rights to Disney and you represent and warrant that you have all of the rights necessary to effect the transfer of rights to Disney

19. You consent to Disney doing or omitting to do anything that infringes your moral rights in your Entry. Moral rights are your inherent rights in your Entry as the author and/or performer in the Entry and comprises the rights:
    a. to be attributed as the author of the Entry;
    b. not to have your authorship of the Entry falsely attributed; and
    c. of integrity of authorship and/or performance.

20. If for any reason this Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, unforeseen legal or commercial circumstances or any other causes beyond the control of Disney which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, Disney reserves the right, in its sole discretion, to cancel, terminate, modify, delay or suspend the Competition.

21. To the fullest extent permitted by law, neither Disney nor any of its affiliated companies, nor any of their respective directors, officers, agents, employees, contractors or representatives (altogether the "**Entities**") are liable and accept no responsibility, and you release each of the Entities from liability, for any loss or damage that you may suffer in connection with your participation in the Competition, including without limitation if:
    a. the Competition if cancelled, modified or suspended or delayed, including under paragraph 21;
    b. Disney does not receive your Entry within the Competition Period for any reason; or
    c. if you win a Prize and there is any delay or failure by the third party to deliver the Prize, or there is any delay or failure relating to the Prize itself (including any negative encounter experienced by you or your guest/s, including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by any third party to meet any of its obligations in connection with a Prize.

22. The *Competition and Consumer Act 2010* (Cth) as well as other laws in Australia may imply certain conditions, warrants and undertakings, and give you other legal rights. If they apply, they cannot be modified or excluded by any contract. You may consider seeking legal advice as to whether they apply to you.

23. Nothing in these Terms and Conditions generally affect your rights under Australian consumer law

(as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and equivalent State and Territory fair trading legislation) regarding consumer guarantees to the extent that such consumer guarantees cannot be excluded by law. Other than these consumer guarantees, and subject to these Terms and Conditions, Disney makes no warranties about any prizes offered as part of the Competition, including warranties as to the quality, merchantability or fitness for purpose of such prizes.

24. You agree to indemnify the Entities against all liabilities suffered or sustained by any of the Entities arising from any claim that your Entry infringes the rights (including intellectual property rights) of any third party.

25. Disney will collect your personal information (such as your name and biographical data) as part of the Competition and may use this information for the purposes of administering the Competition and other purposes for which we obtain your express consent (including any "opt-in" to receive marketing communications from Disney and its Entities). Personal information may also be disclosed to third parties (including prize suppliers) for the purposes of administering the promotion or providing the prizes, or to the State and Territory lottery departments as required under the relevant lottery legislation.

26. Disney will comply with its privacy policy in the collection and use of your personal information. Disney's privacy policy is available at http://www.disney.com.au/policy.html.

27. Unless expressly stated in these Terms and Conditions, your participation in the Competition does not entitle you to use any of Disney's intellectual property rights (including any Disney trade mark or copyright) for any purpose.

28. These Competition Terms and Conditions are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there, and waive any right to claim that those courts are an inconvenient forum.

29. Any provision (or party therefor) of these Competition Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions not affect the validity of enforceability of that provision (or part thereof) in any other jurisdiction.

30. These Terms and Conditions contain the entire agreement between you and Disney with respect to the Competition. They set out the only conduct that you have relied on and supersede all earlier conduct and prior agreements and understandings between you and Disney in connection with the Competition.