

# AB Superheroes 2023 PROMOTION

1. The below points are additional general terms that apply to the above 'Terms & Conditions'.
2. It is the responsibility of each entrant to familiarise themselves with the terms and conditions of the above competition. To participate in this promotion, you are to accept these terms & conditions.
3. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. The Promoter is AB Superheroes.
5. AB Superheroes' decisions in relation to the promotion are final.
6. This promotion can't be used with any other in-store or online offer.

## ENTRY & PRIZES

1. Entries open on 1<sup>st</sup> September 2023 – Entries close 1<sup>st</sup> November 2023. Judging will take place 2<sup>nd</sup> November 2023 – Winners announced 9<sup>th</sup> November 2023.
2. To enter entrants must undertake the following during the above dates:
3. The entrant must submit a coloured-in page of the download available on the competition entry page.
4. Category 1 – Ages 10 through to 13. The entrant may use any traditional medium (such as markers, pencils, charcoal, paint, crayon, etc.). The entrant may not use digital art, and any digital art entries received from this category will be disqualified. No AI-generated art will be accepted, and any AI-generated entries received will be disqualified.
5. Category 2 – Ages 14 through to 18. The entrant may use any traditional medium (such as markers, pencils, charcoal, paint, crayon, etc.). The entrant may not use digital art, and any digital art entries received from this category will be disqualified. No AI-generated art will be accepted, and any AI-generated entries received will be disqualified.
6. Category 3 – Ages 19 and above. The entrant may use any traditional medium (such as markers, pencils, charcoal, paint, crayon, etc.). The entrant may also use digital art if they wish. No AI-generated art will be accepted, and any AI-generated entries received will be disqualified.
7. Entrant's uploaded files must be submitted in accordance with the relevant social media platform requirements.
8. Incomplete or indecipherable entries will be deemed invalid.
9. AB Superheroes reserves the right to alter, postpone or cancel the competition by any means necessary due to unforeseeable circumstances which affect the ability to conduct the competition.
10. It is the responsibility of the entrant to truthfully enter the competition & details related. If AB Superheroes become aware of entrants using multiple aliases or providing false content the entrant will be disqualified. It is the responsibility of the entrant to ensure they provide the correct contact details and provide AB Superheroes with detail updates if necessary.

11. AB Superheroes reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of citizenship) and reserves the right, in its sole discretion, to disqualify any individual whom AB Superheroes has reason to believe has breached any of these Terms and Conditions, provided false information, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion.
12. Errors and omissions may be accepted at AB Superheroes' discretion. Failure by AB Superheroes to enforce any of its rights at any stage does not constitute a waiver of those AB Superheroes' legal rights to recover damages or other compensation from such an offender are reserved.
13. Entrants acknowledge that even if AB Superheroes becomes aware of misconduct after a prize has been awarded to an ineligible participant that said prize will be reclaimed. Misconducts are and are not limited to; abuse, threats, harassment to promoters or other entrants or anyone associated with the promotion, tampering with the entry process or misleading, deceptive, fraudulent damage to the promoter or extended parties.
14. Entries that contain in the opinion of AB Superheroes offensive, defamatory, inappropriate or otherwise unsuitable material will automatically be disqualified at the sole discretion of AB Superheroes. Such misconduct does not apply with AB Superheroes' Terms & Conditions.
15. The prizes for each category are as follows:
  - a. The winner will receive one free copy of the Origin of Sword Master: Second Chances, OR a \$27 coupon for the AB Superheroes online store.
  - b. Second place will receive a 25% discount off their next purchase on the AB Superheroes website.
  - c. Third place will receive a 15% discount off their next purchase on the AB Superheroes website.
16. This promotion may be promoted on Facebook or Instagram, but it is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to AB Superheroes and not to Facebook or Instagram. Each entrant completely releases Facebook from any and all liability.
17. Entrants are encouraged to follow @absuperheroes on Instagram and/or AB Superheroes on Facebook to keep up to date with competition date or detail changes.
18. Entrants may enter as many artworks into the competition as they wish, ensuring each of their entries comply with entry requirements as specified in the points above and point 2 and the subpoints in the General section.

## **JUDGING AND NOTIFICATION OF PRIZE**

1. AB Superheroes will select the best entries based on creative merit during the Promotional Period. This is a game of skill and chance plays no part in determining the winners. AB Superheroes will select a number of reserves in the event that the

original winner is deemed ineligible or otherwise cannot participate in the Promotion. The winner will be notified by email to arrange delivery of the prize.

2. To announce winners, AB Superheroes will also repost photos entered by the winning participants to its followers on the AB Superheroes Facebook Page, @absuperheroes on Instagram and notify the winners through email.
3. Each individual prize-winning entrant will receive a coupon to the AB Superheroes website, which can only be used once.
4. To the fullest extent permitted by law, AB Superheroes shall not be responsible for and cannot be held liable for any element of the prize which is delayed or lost in transit or any other occurrence that is out of the reasonable control of AB Superheroes.
5. The prize is not redeemable for cash but can be transferred to a coupon for the absuperheroes.com store.
6. The prize value is in AUD.
7. This is a worldwide competition.

## **PERSONAL INFORMATION**

1. Participation in this Promotion is conditional on providing personal information. This includes your name, email and address and may vary depending on the promotion requirements. All information entrants provide will be used by AB Superheroes to administer this Promotion and award the prizes. AB Superheroes may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion and as required.
2. AB Superheroes' Privacy policy can be found at <https://www.absuperheroes.com/privacy-policy/>
3. All information provided for this promotion is used solely to administer entries into the competition.

## **GENERAL**

1. If, for any reason, a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited, and cash will not be awarded in lieu.
2. Entrants agree that they are fully responsible for any information or materials they submit via the promotion including, but not limited to, their name, photo creation, social media handle, comments, recordings and images ("Content"). AB Superheroes shall not be liable in any way for such Content to the full extent permitted by law. AB Superheroes may amend, remove or decline to publish any Content without notice for any reason whatsoever, and AB Superheroes may request the removal of entries from Instagram or Facebook at any time at its absolute discretion. Entrants warrant and agree that:
  - a. they will not submit any Content that is unlawful or fraudulent, or that AB Superheroes may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable concerning

- race, religion, origin or gender, not suitable for children aged under 13, indecent, inappropriate, or otherwise unsuitable for publication;
- b. their Content shall not contain viruses or cause injury or harm to any person or entity;
  - c. they will obtain prior consent to submit the Content following these Terms and Conditions from any person or the owner(s) of any property, including intellectual property, that appears in their Content, and if such person is under the age of 18, the prior consent of their parent or legal guardian. The entrant will obtain the prior agreement of any other person featured in the Content (or if such person is under the age of 18, their parent or legal guardian);
  - d. they own the copyright and/or intellectual property rights in the Content and have the rights in the Content to the uses contemplated by these Terms and Conditions, or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - e. to the extent permitted by law, they unconditionally and irrevocably consent to any use of the Content or act or omission which may otherwise infringe any moral rights in the Content and warrant that they have the full authority to grant these rights; and
  - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems; and Facebook and Instagram's requirements.