

This promotion is coming to an end, we will no longer be accepting entries from January 4th, 2018 onwards.

**We want to hear what your kids have to say
about their favourite toys...**



**Be in with a chance to
WIN 1 of 3 £100 / €100 Vouchers**

**each week if your video is picked to feature on
our YouTube page! Share your exciting video
packed with fun features of the product!**

How to enter:

**Simply upload your video to wetransfer and email
the wetransfer link to: videos@smythstoys.com**

Please refer to pt 14 of T&Cs for suitable content details. By entering the weekly Promotion, you confirm to us that you are the parent or guardian with parental responsibility of all children (under the age of 18) featured in the video, and that you have the right to consent to their appearance in. Your Content and the usage rights set out in the terms and conditions on page 2/3.

SMYTHS TOYS YOUTUBE STARS PROMOTION

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1. These are the terms and conditions which apply to the Smyths Toy Unboxing promotion ("**Promotion**"). The Promoter is Smyths Toys HQ UC ("**Smyths Toys**"). By entering, you agree to these terms and conditions

Eligibility

2. The Promotion is open to UK and Ireland residents aged 18+.
3. Smyths Toys' employees, agencies, any associated companies, their immediate family members or households (whether related or not), and anyone else professionally involved with the Promotion are excluded from entering and from winning.

How to enter

4. The Promotion will be run on a weekly basis with weekly prizes available. You are entitled to enter as many times as you wish. Each week Smyths Toys will review the eligible entries that have been submitted in the preceding 4 week period. The weekly Promotion will close for entries at 22:00 GMT each Monday. If you enter after the Weekly Closing Date, you will be entered into the following week's Promotion.
5. To enter, you will be required to submit a video of your child unboxing a toy. Simply upload your video to Wetransfer; then email the Wetransfer link, together with the name of the responsible parent or guardian and the name and age of the child, to videos@smythstoys.com. You can find out how to use Wetransfer here at www.wetransfer.com where you can also find the terms and conditions for use of the Wetransfer service. Smyths Toys shall not be liable for any loss or damage, or any loss of content or data arising in connection with the use of Wetransfer service. On receipt of your video, Smyths Toys will review the video and your entry to ensure it complies with these terms and conditions and the acceptable content standards set out below. Smyths Toys reserve the right to disqualify any video or entry which it believes does not comply with these terms and conditions at any time.
6. After the Weekly Closing Date, a panel of judges from Smyths Toys (which shall include an independent judge) will assess the eligible video entries to look for the video entries that in the opinion and sole discretion of the judging panel demonstrate the greatest degree of creativity, humour, talent and wit, while showing a toy being unboxed. All criteria are weighted equally.
7. Smyths Toys may elect to award up to three winners each week. In the event that there are less than 10 eligible entries in a weekly Promotion, Smyths Toys reserves the right not to award any prizes that week, but if this happens, any eligible entrants will be carried forward to the following week's Promotion. If you do not win a weekly prize, your entry will be carried forward to the following week's Promotion, and may be carried forward for up to 4 weeks in total, or until you are a winner of the weekly Promotion, whichever is the sooner. If your entry hasn't won a weekly Promotion within 4 weeks of entering, your entry will no longer be eligible for future weekly Promotions.
8. This Promotion may be ended at any time by Smyths Toys, provided that Smyths Toys will give not less than 4 weeks' notice of the final Weekly Closing Date on www.smythstoys.com/youtubestars.

Acceptable content standards

9. In relation to Your Content, by entering the weekly Promotion, you warrant and undertake (i.e. you confirm to us) that:
 - a. You are the parent or guardian with parental responsibility of all children (under the age of 18) featured in the video, and that you have the right to consent to their appearance in Your Content and the usage rights set out in these terms and conditions;
 - b. You have the written consent of any other third party featured in Your Content to them being featured in the video and to the usage rights set out in these terms and conditions (and you will give Smyths Toys evidence of such written consent on request);
 - c. Your Content will not show any identifiable addresses or features which could identify the address or location of where the video was filmed;
 - d. Your Content will not show any unsafe practices or show children using any tools which could be used as dangerous weapons (including scissors or knives);
 - e. Your Content does not feature any nudity or partial nudity;
 - f. Your Content does not contain any activity which is illegal, indecent, offensive, harmful, violent, inflammatory, political, anti-social, or inappropriate to be viewed by a very young audience;
 - g. Your Content does not contain any third party materials (such as music, branded clothing or other copyright material) in relation to which you don't own the rights, or in relation to which you have not obtained permission from the copyright owner;
 - h. Your Content will not cause any kind of harm to third parties (including malware, spyware, viruses etc);

Prize

10. The weekly prize is a £100/ €100 Gift Card for Smyths Toys (either one hundred pounds sterling or one hundred euros, whichever is applicable). If we consider it appropriate, the prizes might be varied or swapped for a suitable alternative in our discretion. You can only win a maximum of one prize. No cash alternative. Gift Cards are subject to terms and conditions which will be notified to you at the time of giving the Gift Card, including a closing date for Gift Card redemption.
11. Winners will be notified by Smyths Toys within 7 days via email.
12. Winners will be required to give their postal address to Smyths Toys in order that the Gift Card can be posted. In the event that a winner does not give their postal address to Smyths Toys within 3 weeks of the Weekly Closing Date, we shall be entitled to award the relevant Prize to another entrant.

Data Protection:

13. We'll keep all entrants' personal details confidential in accordance with Smyths Toys Data Privacy Policy. You can view the policy here: <https://www.smythstoys.com/privacy-policy>
We might also use your name and entry in the ways explained in these terms and conditions.

Use of your entries:

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14. In relation to the content that you share with us in order to take part in the Promotion, you agree that we can edit, re-post, re-tweet, publicise and otherwise use Your Content (with or without any accompanying comments and information like your handle and profile pic). You agree that we can do that via our YouTube channel, websites, and other social networks and platforms that we use. We'll never sell or charge anyone for copies of Your Content. You will remain the owner of the rights (e.g. copyright) in Your Content.
15. Once you have submitted Your Content, you acknowledge that we may or may not upload it to our channels as we see fit, and may do so without notifying you of our intention to upload and publish Your Content.

General

16. We reserve the right to withdraw or amend this Promotion and/or these terms and conditions if we consider it necessary or appropriate to do so, including for unforeseen reasons beyond our reasonable control.
17. If we consider that you or your entry are in breach of these terms and conditions, without limiting the options available to us, we may exclude you and/or your entry from the Promotion.
18. The judges decision is final and binding and no correspondence shall be entered into.
19. To the fullest extent permissible by law, except for liability arising from fraud or from death or personal injury caused by negligence, we exclude all liability to you and anyone else for any direct or indirect loss, damage or harm of any kind arising from the Promotion and your participation in it.
20. The Promoter is Smyths Toys HQ UC, Lyrr 1, Mervue Business Park, Galway, H91 K4HV, Ireland. References in these terms and conditions to 'Promoter', 'we/us/our' are to the Promoter and our authorised representatives collectively.
21. This Promotion, and these terms and conditions, are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the English courts.