

## COMPETITION TERMS & CONDITIONS

1. Please read these terms & conditions (*Terms*) carefully. By entering the **Bheem Ki Kalari Party - Meet and Greet Competition** (*Competition*), you are agreeing to be bound by these Terms. You should also read our privacy policy at [www.pogo.tv](http://www.pogo.tv) which explains how Turner will use the data you provide at the time of entry or during the Competition.
2. This Competition is being organized and operated by Turner International India Private Limited (*Turner*), 5th Floor, Radisson Commercial Plaza, National Highway No.8, Mahipalpur, New Delhi - 110037, India.
3. All natural persons who are legal residents of India and are aged up to 14 years (*Participants*) are eligible to enter the Competition for free. Employees of Turner, Turner's associated companies, Turner's sub-contractors, agencies or partners or others associated with this Competition and their immediate families are not eligible to enter the Competition.
4. All Participants under eighteen (18) years of age must have parental/guardian consent to enter the Competition and their parent or guardian must agree to these Terms for themselves and on behalf of the Participants. By entering this Competition each Participant and such parent/guardian (a) confirm that the Participant has obtained such consent; and (b) they agree to be bound by these Terms.
5. No purchase of any product or payment is necessary to enter the Competition.
6. A registered mobile phone number is required to enter this Competition. Participants shall ensure that they have the permission of the owner of registered mobile phone number. No refund shall be made for expenses related to the use of the mobile phone or mobile phone number connection for the purpose of participating in this Competition.

**OR**

A computer and internet access are required to enter this Competition. Participant and their parents/guardians shall ensure that they have the permission of computer's owner and internet service provider. No refund shall be made for expenses related to the use of computer and, or an internet connection for the purpose of participating in this Competition.

7. By entering this Competition pursuant to these Terms, each Participant and their parent/guardian agrees to be bound by these Terms and by the decision(s) of Turner, whose decision shall be final, in relation to all matters relating to the Competition. No further correspondence will be entertained by Turner.

### **Entry**

8. The Competition commences 02 May 2019 at 09:00 AM and will end on 31 May 2019 at 01:00 PM (Indian Standard Time) (*Competition Period*). Entries received before or after the Competition Period are void.
9. Participants may enter by:
  - a) acting in accordance with these Terms;

- b) watching Turner's television channel 'Pogo' (**Channel**) from 09:00 AM to 01:00 PM during the Competition Period and answering via SMS 'POGO' to 58888. For illustrations purposes only, the type of Competition question may be something like 'What is Bheem Holding? Answer options A – a Birthday Cake or option B – a Cricket Bat' (**Questions**) aired anytime during a commercial break. Competition questions will be aired on a daily basis.
  - (c) submitting their entries as above along with their parent/guardian full name and email address.
10. There will be one (1) prize draw throughout the Competition (**Draw**). Each Participant that validly submits their entry as set out above will be entered into the Draw, where the first twenty-five valid entries randomly selected from the Draw shall win the Prize
  11. The Selection Criteria shall mean answering correctly the Question specified in paragraph 10 (b) above.
  12. Participants may enter the Competition as many times as they wish provided that each entry is separately submitted however, the Participant (s) should not use multiple mobile phone numbers or email addresses to participate in the Competition.

### **Prize and Requirements**

13. At the end of the Competition Period, Turner will select 25 (twenty-five) winners i.e. 5 winners each from 5 different cities i.e. Mumbai, Delhi, Nasik, Chennai and Bangalore (individually a **Winner** and collectively referred to as **Winners**) from amongst the eligible entries. Winners will receive a goodie bag (**Prize**), worth approximately INR 3000/-each and have the opportunity to meet the character 'Chhota Bheem' at a 'Meet and Greet' event organized by the Prize Supplier.
14. The Winners will be selected on or about 3 May 2019 onwards. If Turner is notified or is otherwise of the opinion that any element of a Participant's entry infringes upon the rights including without limitation the intellectual property of another person/entity, the entry will be disqualified from the Competition.
15. Before being declared Winners and receiving their Prize, the potential Prize Winners may be required to: provide a proof of age, residence and identity, which may include but is not limited to a copy of proof of residence, passport or similar government issued identification before receiving their Prize.
16. Failure to provide Turner with this information within the reasonable timeframe set by Turner may result in the potential winner forfeiting their Prize and Turner drawing another qualifying entry as soon as reasonably possible thereafter.
17. For the avoidance of doubt, all other costs (including tax, if any) associated with the Prize not specifically included and outlined in the definition of the Prize at paragraph 14 above shall be borne solely by the Winners.
18. The Prize is provided by Imagine Networks (**Prize Supplier**), an entity outside of Turner's control. Where the Prize is to be supplied by an entity outside Turner's control and that entity fails, for whatever reason, to supply the Prize, Turner has no responsibility for the provision of the Prize and is not obliged to provide an alternative Prize or to take legal action to require the Prize Supplier to provide the Prize. To the fullest extent permissible by law, Turner nor any of their affiliate companies, employees, directors, employees, agents, assigns or sub-contractors accepts any

responsibility or liability for any damage, loss, injury or disappointment suffered by any Participant entering the Competition or as a result of the Prize Supplier failing to provide the Prize or any part thereof to the Winner.

### **Notification and Prize Delivery**

19. Winners will be notified on or about 3 May 2019 onwards on the mobile phone number via which the Participant's Competition entry was received or via the email address provided by the Participant at entry to the Competition. If a Winner or Winner's parent/guardian chooses to decline the Prize (or part thereof), the Prize will be deemed void and no substitution (monetary or otherwise) will be given. Inability of Turner to contact the winning Participant's parent/guardian within the reasonable timeframe set by Turner shall result in the Prize being forfeited and another Winner will be chosen using the same procedure as specified above.
20. Unsuccessful Participants will not be notified.
21. The Prizes and the Prize letter will be couriered to the Winners at the address provided by the Participant's parent/guardian following notification by Turner of their child being a Winner of the Competition. In the case of 'Meet and Greet' competitions, Winners and their parents/guardians shall have to travel to a pre-decided venue in or about their city of residence at a pre-decided time and date to avail of the Prize, such travel (and stay if any) shall be at the sole cost of the Winner's parent/guardian.
22. If Turner is unable to contact a potential winner within 24 hours of the notification or a potential winner is unavailable to receive the Prize or attend the Prize for any reason whatsoever, such entry will be deemed null and void and Turner shall draw another qualifying entry as soon as reasonably possible thereafter.

### **General Terms**

23. No entry shall be able to provide alternative contact information to that provided to enter the Competition for any reason.
24. If there is any dispute as to the identity of the Winners, the decision of Turner shall be final.
25. Submitting a SMS or WhatsApp entry or online entry or any other form of evidence of submitting the SMS or WhatsApp entry or online entry is not proof that a Participant's entry has been received. Turner accepts no responsibility for entries either via SMS or WhatsApp or online via the Website that are incorrectly completed, lost, delayed or which are not received for any reason.
26. The Prize is as described and is not transferable, not exchangeable and no cash alternative will be offered in the event that a potential winner is unable to claim the Prize for any reason whatsoever. In the event of unforeseen circumstances, Turner reserves the right to replace the entire Prize or prize components with prizes of equal or greater value.
27. The Winners and their parents/guardians (if applicable) hereby agree that the Winners shall participate in reasonable publicity resulting from the Competition if requested to do so by Turner, and the Winner's parent/guardian consent to Turner using their name, photograph and audio and/or visual recordings of them in any publicity relating to the Competition.

28. To the fullest extent permissible by law, none of Turner or any of their affiliate companies, employees, directors, employees, agents, assigns or sub-contractors accepts any responsibility or liability for any damage, loss, injury or disappointment suffered by any Participant watching Channel, entering the Competition or as a result of not winning/winning/accepting any Prize. Proof of sending is not accepted as proof of receipt. Turner are not responsible for any problems or technical malfunction of any telephone network or lines, internet, computer on-line systems, servers, or providers, computer equipment, software failure of any technical equipment or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any delay or failure of any postal or equivalent delivery service, or any combination thereof, including any injury or damage to the Participant's, their parents/guardians or any other person's computer or mobile telephone related to or resulting from participation in the Competition.
29. The Winners' parents or guardians may, at the absolute discretion of Turner, be required to execute a deed of release and indemnity in a form prescribed by the Turner in order to receive the Prizes.
30. The Participants/Winners and their parents/guardians should not deface or disparage any brand of the Turner in any manner in the process of creating and posting their response.
31. Turner will use information provided by the Participant and their parent/guardian in relation to the Competition and will not use the information for any other purposes and will keep the information for only as long as required in relation to the Competition. All information of the Participants will be stored at Turner's office. The information or any part of it may be provided to the Turner's affiliates in the Hong Kong, the United Kingdom or the United States of America as part of Turner's data processing requirements.
32. Events may occur that render the Competition itself or the awarding of any Prize impossible due to reasons beyond the control of Turner including any applicable law, ruling, order, regulation, requirement or instruction of any Central/State Government and accordingly Turner may, at its absolute discretion, vary or amend the Competition and the Participants and their parents/guardians agree that no liability shall attach to Turner as a result thereof.
33. Save as expressly set out in these Terms, Turner has no liability for costs or expenses that may be incurred by any Participants and their parents/guardians. The Winner will be liable for any tax chargeable in relation to the Prize.
34. Turner reserves the right to shorten, defer, alter or cancel this Competition (including without limitation the prizes offered) if it considers in its sole discretion that circumstances demand it; it cannot be held liable for this on any grounds whatsoever.
35. For events outside its reasonable control including but not limited to weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, terrorist attack, political unrest, riots, civil commotion, inevitable accidents, acts of God or any other circumstances amounting to force majeure Turner may, at its absolute discretion, vary or amend the Competition and the Participants' parents/guardians agrees that no liability shall attach to Turner as a result thereof.
36. None of the above paragraphs limits any other.

37. These Terms and Conditions are governed by the laws of India and the courts of New Delhi shall have sole jurisdiction.

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