

TERMS & CONDITIONS OF ENTRY TO “COLGATE DR. RABBIT CONTEST”

- 1) Information on prizes and how to enter the “COLGATE DR. RABBIT CONTEST” (*Competition*) form part of these Terms & Conditions of Entry (*Terms*).
- 2) Entry to the Competition is open to all legal residents of India and who are between the ages of 4 to 14 as at 1 June 2010 (each an *Entrant*). No purchase is necessary to enter the Competition. All Entrants must seek parental or guardian approval before participating in the Competition. It will be the responsibility of parents or guardians to monitor their children’s participation in this Competition. Employees (and their immediate families) of the Promoter (as defined in paragraph 18 below) or Turner (as defined in paragraph 19 below) or the related companies and advertising agencies of the Promoter or Turner, may not enter the Competition.
- 3) Entry to the Competition is via registration on the website located at the Uniform Resources Locator www.pogo.tv (*Website*). Entrants will be solely responsible for all charges incurred in registering himself or herself for the Competition, including any telephone, internet and, or mobile phone charges, and any applicable taxes, levies or duties. Entrants may enter the Competition as many times as they wish provided that each entry is separately submitted.
- 4) Entry to the Competition commences on 25 August 2010 and closes at last entry received on 22 September 2010 (*Competition Period*). By entering the Competition, Entrants accept these Terms.
- 5) The selection of Winners (as defined below) for the Competition will take place at the office of Turner (as defined in paragraph 19 below) on 23 September 2010 at 6.00pm (India standard time).
- 6) Viewers of television programming service presently called *Pogo (Channel)* will be required to log on to the Website and to participate in the Competition by playing all the levels of the online game titled *Colgate Dr. Rabbit Game (Game)*. In the first level of the Game, Entrants will be required to match the images of food with the appropriate images of the tooth to enter the second level of the Game. In the second level of the Game, Entrants will be required to fight against the virtual creatures called plague monsters and defeat them to enter the last level where the Entrants will be required to answer 5 (five) questions correctly to win prizes. At the end of the Competition Period, 27 winners (*Winners*) will be selected from among the Entrants who have qualified all the levels of the Game and submitted their entries during the Competition Period. In case the number of valid entries is more than 27, the Winners will be selected by way of a lucky draw. Winners will win the following merchandise (*Prizes*):
 - (a) 2 winners will each receive a Kodak branded digital camera valued at approximately Rs.5500/- each.
 - (b) 25 winners will each receive gift hamper each worth Rs. 250 (Rupees two hundred fifty only) from the Company consisting of (*Colgate Dental Cream* worth INR 56/- (Rupees fifty six only), *Colgate Total* worth INR 35/- (Rupees thirty five only), *Colgate Kids Toothpaste* worth INR 45/- (Rupees forty five only), *Colgate 360 Degree Toothbrush* worth INR 49/- (Rupees forty nine only), *Colgate Kids 2 Plus Toothbrush* worth INR 15/- (Rupees fifteen), *Palmolive Hand wash* worth INR 55/- (Rupees fifty five only)
- 7) The total value of all the Prizes is a maximum of Rs.23, 500/- (Rupees Twenty Three Thousand Five Hundred Only).
- 8) The judges’ decision is based on a set of pre-determined criteria and their decision will be final and binding. No correspondence will be entered into about the Competition or the judges’ decision(s). The Prizes are not transferable and not redeemable for cash. Subject, where required, to the authorisation and restrictions of any authorities that have issued permits for this competition, the Promoter or Turner accept no responsibility for any variation in the value of the Prizes (or any part of them) or for lost, damaged or misdirected Prizes or mail. Subject to any restrictions by relevant governmental authorities, Turner reserves the right to substitute any Prize (or any part of them) for an item of similar value. The specifications and brand (as applicable) of the Prize may change midway, before or after the commencement of the Competition at the sole discretion of Turner. Turner is not responsible for the service and support of the Prizes after they are delivered to the Winners.

- 9) Winners will be notified by telephone to the telephone number submitted with such Winners' Entry. Turner reserves the right to use any other method or medium deemed fit in its sole and absolute discretion for the purpose of announcing the Winners. Upon request, the Winners may be required to provide their contact details, passport/identity number, proof of residency, proof of age and or any other details deemed necessary and relevant by the Promoter in its sole discretion prior to the collection of any Prize. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, Turner may direct the judges to select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
- 10) The Prizes shall be delivered to the Winners at the address given at registration for the Competition on or before 25 September 2010.
- 11) The Winners and their 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 Turner in order to receive the Prize. All Prizes will be awarded to the Winners' parent or guardian as all Winners will be between the ages of four and fourteen. It is the sole responsibility of the Winners' parents or guardians to monitor or supervise the use of any of the Prize.
- 12) By entering into this Competition, each Entrant and his or her parent or guardian is deemed to have granted Turner the right, at its sole and absolute discretion, to use the nickname, names, photographs, voice or video recordings and entries of such Entrant and, or representatives of such Entrant without obtaining any other further consent or making any payment whatsoever to such Entrant and, or the representatives of such Entrant for publicity, advertising, trade or promotion purposes in any media.
- 13) Entrants' personal information (*PI*) will be collected to enable Turner to administer this Competition. The PI of Winners may be provided to others assisting Turner in this regard, including Turner and affiliates and to authorities that regulate this Competition (if applicable). If an Entrant does not truthfully provide all requested PI, Turner may determine that such Entrant is not eligible to win a Prize in this Competition.
- 14) All entries and all copyright and other rights in such entries become the property of Turner. By entering the Competition (unless otherwise advised by the Entrant), each Entrant consents to the information submitted with their entry being entered into a database and to the use by Turner and/or its affiliates of this information in any media in accordance with Turner's online privacy policy (located on Uniform Resources Locator at <http://www.pogo.tv/privacy-policy>) for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Entrant. All personal details (including the PI) of the Entrants will be stored at the office of Turner in accordance with the Turner's online privacy policy. Any request to access, update or correct any information should be directed to Turner at the address as listed below. The database information or any part of it may be provided to the Turner's affiliates in the Philippines, Hong Kong, the United Kingdom or the United States of America for the stated purposes.
- 15) To the extent permitted by law, the Promoter or Turner make no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, Turner or the Promoter shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, as a result of participating in the Competition or using any of the Prizes.
- 16) Turner reserves the right in its sole discretion to disqualify any Entrant who tampers with the entry process and, for the conduct of this Competition, to cancel, terminate, modify or suspend the Competition if, for any reason, this Competition is not capable of running as planned, including but not limited to reasons of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Turner that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
- 17) Turner and the Promoter assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. Turner and the Promoter are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Turner and the Promoter on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of the above (as applicable). **CAUTION:** any attempt to deliberately damage any

website or the information on a website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, Turner and the Promoter reserves the right to seek damages to the fullest extent permitted by law.

- 18) The Promoter is Colgate Palmolive India Ltd. and its office is at Main Street, Hiranandani Gardens, Powai, Mumbai.
- 19) Turner is Turner International India Pvt. Ltd. and its office is at Ground Floor, Empire Mills, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013.
- 20) Though these terms and conditions are hosted on the Website and the contest is being conducted by Turner on behalf of the Promoter, neither the Channel, nor the Website nor the proprietors or operators of the Website or Channel have any liability whatsoever to any person in respect of any aspect of the Competition or the Prize. Each Entrant in the Competition releases the proprietors and operators of Channel, their affiliates and their licensees, successors, assigns, and each of such person's employees, agents, directors and officers from all liability, rights, claims, demands, losses, damages, expenses, costs and actions (including attorney fees) which an Entrant may have at any time in relation to the Competition or a prize associated with the Competition.

None of the above paragraphs limits any other.

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