

TERMS & CONDITIONS OF ENTRY

- 1) Information on prizes and how to enter this contest (**Contest**) form a part of these Terms & Conditions of Entry (**Terms**).
- 2) Entry to the Contest is open to all legal residents of India who are between the ages of 4 to 14 as on 1 September 2011 (each an **Entrant** and collectively **Entrants**). No purchase is necessary to enter the Contest. All Entrants must seek parental or guardian approval before participating in the Contest. It will be the responsibility of parents or guardians to monitor their children's participation in this Contest. Employees (and their immediate families) of the Promoter (as defined in paragraph 18 below) or Turner (as defined in paragraph 19 below) or related companies and advertising agencies of the Promoter or Turner may not enter the Contest.
- 3) Entry to the Contest is via sending the text "Safety (space) A or B or C" using short message services (**SMS**) to the number "58888" (**Contest SMS Number**) as such services are provided by Times Internet Limited (**Indiatimes**). Entrants will be solely responsible for all charges incurred in participating in the Contest, including mobile phone charges. Each SMS sent by an Entrant will cost each him or her a maximum amount of Rs. 3.00 per SMS, inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties. Entrants may enter the Contest as many times as they wish provided that each entry is separately submitted.
- 4) Entry to the Contest commences on 13 September 2011 and closes at 00.00 hrs on 12 October 2011 (**Contest Period**). By entering the Contest, Entrants accept these Terms.
- 5) The prize selection for the Contest will take place at the office of the Promoter on 1 November 2011 at 12:00 pm (India Standard Time).
- 6) The viewers of the television programming service titled *Cartoon Network* and *Pogo* (**Channels**) will be required to watch the Contest advertisement, which will be aired on the Channels throughout the day, requiring the viewers to answer a question. The Contest advertisement will carry the question along with the choice of answers. Entrants will have to identify the correct answer as A or B or C and submit their entries via entry mechanism mentioned in paragraph 3 above.
- 7) At the end of the Contest Period, from among all the correct and valid entries received, Promoter will select a total of 5 (five) winners (each a **Winner** and collectively **Winners**) each of whom will receive a *Sony* play station portable worth approximately INR 7,500/- (Rupees Seven Thousand Only) sponsored by the Promoter; (each a **Prize** and collectively **Prizes**). The total value of all the Prizes shall be approximately worth INR 37,500/- (Rupees Thirty Seven Thousand Five Hundred Only).
- 8) The Promoters' 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 Contest or Promoter's decision(s). The Prizes are not transferable and not redeemable for cash. Promoter or Turner accepts 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. Promoter or Turner reserves the right to substitute any Prizes (or any part of them) for an item of similar value. The specifications and brand (as applicable) of the Prizes may change midway, before or after the commencement of the Contest at the discretion of the Promoter or 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 participant's entry. Turner reserve 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 Turner in its sole discretion prior to the collection of any Prizes. 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) Prizes along with Prize letters will be couriered to the address given at the time of notification for the Contest on or before 31 January 2012.
- 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 Prizes. All Prizes will be awarded to the Winner's 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 Prizes.
- 12) By entering into this Contest, 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 and promote this Contest and the Winners. The PI of Winners may be provided to others assisting Turner in this regard, including Turner's affiliates and to authorities that regulate this Contest (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 Contest.
- 14) All entries and all copyright and other rights in such entries become the property of Turner. By entering the Contest (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.cartoonnetworkindia.com/jsp/help/privacy.jsp> and <http://www.pogo.tv/private.asp>) 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 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 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 makes no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, the Promoter or Turner 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 Contest 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, subject to the approval of those authorities which have issued permits for the conduct of this Contest, to cancel, terminate, modify or suspend the Contest if, for any reason, this Contest 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 Contest.
- 17) Turner, Promoter or Indiatimes assumes no responsibility for any error, omission, interruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. Turner, Promoter or Indiatimes also does not accept the responsibility for any delayed entry that cannot be delivered due to connection issues (failed/partial transmission), malfunctions, inaccessibility, unavailability, out of coverage areas, traffic congestion, acts or omission of service providers or unauthorised use of a method of entry in relation to this Contest. Turner, Promoter or Indiatimes is not responsible for any problems or technical malfunction of any telephone network or lines, failure of any entry to be received by the Indiatimes or Promoter on account of technical problems or traffic congestion or any combination of the above (as applicable), including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation or downloading any materials in or in connection with this Contest or failure of any entry to be received by the Indiatimes or Promoter. **CAUTION:**

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

- 18) The Promoter is Yahoo! India Limited. Its office is at 14th Floor, Building No. 8, Tower C, DLF Cyber City, DLF Phase 2, Gurgaon, Haryana- 122002.
- 19) Turner is Turner International India Pvt. Ltd. Its office is at 3rd & 4th Floor, Audeus, Fun Republic Lane, Near Yash Raj Films, Veera Desai Road, Mumbai- 400 053.
- 20) Though these terms and conditions are hosted on the Websites and the Contest is being promoted on the Channels, neither Turner, the Channels, the Websites nor the proprietors or operators of the Websites or Channels have any liability whatsoever to any person in respect of any aspect of the Contest or the Prize. Each Entrant in the Contest releases Turner, the proprietors and operators of Websites or Channels, 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 Contest or a Prize associated with the Contest.

None of the above paragraphs limits any other.

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