

TERMS & CONDITIONS OF ENTRY TO “THE GREAT POKEMON CHALLENGE CONTEST”

1. Information on prizes and how to enter “The Great Pokemon Challenge Contest” (**Competition**) form a part of these Terms & Conditions of Entry (**Terms**).
2. Entry to the Competition is open to all legal residents of India who are between the ages of 4 to 14 as on 1 October 2011 (each an **Entrant** and collectively **Entrants**). 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) and Promoter’s related companies and advertising agencies may not enter the Competition.
3. Entry to the Competition is via sending the text POGO (space) “A”, “B” or “C” using the short message service (**SMS**) to the number 58558 (**Competition Number**), as such SMS services are provided by Times Internet Limited (**Indiatimes**). Entrants will be solely responsible for all charges incurred in registering him or herself for the Competition, including any mobile phone charges. Each SMS sent by an Entrant will cost him/ 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 Competition as many times as they wish provided that each entry is separately submitted.
4. Entry to the Competition commences on 10 October 2011 and closes at 00.00 hrs on 4 November 2011 (**Competition Period**). By entering the Competition, Entrants accept these Terms.
5. The prize selection for the Competition will take place at the office of the Promoter on every week and all selections will be completed by 31 December 2011 at 6:00 pm (India Standard Time).
6. During the Competition Period, viewers of the television programming services titled *Pogo* (**Channel**) will be required to watch the television programmes *Pokemon* and *Chotta Bheem* as aired on the Channel from Monday to Friday from 4pm onwards and answer a question asked during the commercial break by selecting from the options provided as “A”, “B” or “C” and submitting their entries via entry mechanism as provided in paragraph 3 above. The Contest question will change everyday and therefore a total of 20 questions will be asked during the Competition Period.
7. At the end of every week during the Competition Period, from among all the valid entries received, Promoters will select 13 (thirteen) Entrants as weekly winners (each a **Winner** and collectively **Winners**) each of whom will receive any one of the following prizes:
 - (a) A *Sony* playstation portable worth approximately INR 8500/- (Rupees Eight Thousand Five Hundred Only);
 - (b) An *Apple* iPod Shuffle worth approximately INR 3200/- (Rupees Three Thousand Two Hundred Only);
 - (c) A bicycle worth approximately INR 6000/- (Rupees Six Thousand Only);
 - (d) A remote controlled car worth approximately INR 3000 (Rupees Three Thousand Only);
 - (e) A *Mattel* Barbie doll worth approximately INR 1400/- (Rupees Fourteen Hundred Only);
 - (f) A wrist watch worth approximately INR 4000 (Rupees Four Thousand Only); or
 - (g) An inflatable swimming pool worth approximately INR 4000/- (Rupees Four Thousand Only)(each a **Prize** and collectively **Prizes**). A total of 52 Winners will be selected during the Competition Period.

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 Competition or the Promoters' decision(s). The Prizes are not transferable and not redeemable for cash. Promoter accepts no responsibility for any variation in the value of the Prizes (or any part of them) or for lost, damaged or misdirected Prizes. Promoter 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 Competition at the sole discretion of the Promoters. The Promoter 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 prize winning entry. The Promoter 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 the Promoter in its sole discretion prior to the collection of any Prizes or as part of the Competition entry mechanism. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, the Promoters may select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
10. The Prizes will be couriered to the Winners at the address given at the time of registration for the Competition, on or before 29 February 2012.
11. The Winners, and their parents or guardians may, at the absolute discretion of the Promoter, be required to execute a deed of release and indemnity in a form prescribed by the Promoter in order to receive the Prizes. All Prizes will be awarded to the parent or guardian of the Winner unless mentioned otherwise in these terms and conditions. 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 Competition, each Entrant and his or her parent or guardian is deemed to have granted Promoter 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 gratification, publicity, advertising, trade or promotion purposes in any media.
13. Entrants' personal information (*PI*) will be collected to enable the Promoter to administer and promote this Competition and its Winners. The PI of Winner may be provided to others assisting the Promoter in this regard, including the Promoter's affiliates, Partners and to authorities that regulate this Competition (if applicable). If an Entrant does not truthfully provide all requested PI, the Promoter 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 the Promoter. 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 the Promoter and/or its affiliates of this information in any media in accordance with the Promoter's online privacy policy (located on Uniform Resources Locator at <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 the Promoter in accordance with the Promoter's online privacy policy. Any request to access, update or correct any information should be directed to the Promoter at the address as listed below. The database information or any part of it may be provided to the Promoter'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 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 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. The Promoter 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 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 Promoter that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
17. The Promoter 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. The Promoter also does not accept the responsibility for any delayed entry that cannot be delivered due to connection issues (failed or partial transmission), malfunctions inaccessibility, unavailability, out of coverage area, traffic congestion, acts or omission of service providers or unauthorized use of a mobile phone in relation to this Competition. The Promoter or Indiatimes shall not be 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 entry to be received by the Promoter or Indiatimes 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 Competition or failure of any entry to be received by the promoter. **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, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
18. The Promoter 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.

None of the above paragraphs limits any other.

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