

TERMS AND CONDITIONS OF ENTRY TO POGO AMAZING KIDS AWARDS 2010

INTRODUCTION

1. These Terms and Conditions of Entry contain information on: (i) how to enter the Pogo Amazing Kids Awards 2010 (**Competition**); (ii) the terms and conditions in respect of participation in the Competition; (iii) the selection process of the winners of the Competition; and (iv) the prizes to be Won (v) other information
2. The Competition is organized by Turner International India Private Limited (**Turner**).
3. Entry into the Competition is open to Indian citizens resident in India aged 4 years to 14 years as at 1 June 2010. Entrants (each a **Nominee** and collectively **Nominees**) may enter the Competition after the completion of the nominee's information sheet (**Nomination Form**) with the required supporting documents and certifications.
4. The Nomination Forms will be available at (i) the website www.pogo.tv; (ii) designated schools in India. The duly filled Nomination Forms shall be couriered, along with all the required supporting documents and certifications, to "Pogo Amazing Kids Awards, Turner International India Private Limited, Empire House, Ground Floor, 414, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013" on or before 30 June 2010 at Nominee's own cost.

COMPETITION DATES

5. Entry to the Competition for the all Categories (defined below), commences on 1 June 2010 and closes at 23.59.59 hrs on 30 June 2010 (**Closing Date**). By entering the Competition the Nominee and the Nominee's parent or guardian accept these Terms and Conditions of Entry. The Nomination Form will not be accepted unless the parent or guardian of the Nominee has duly signed the Nomination form.

SELECTION

6. There are seven award categories to the Competition (each a **Category**, and collectively the **Categories**) as follows:
 - (i) Pogo Amazing Kid – Musician;
 - (ii) Pogo Amazing Kid – Dancer;
 - (iii) Pogo Amazing Kid – Artist;
 - (iv) Pogo Amazing Kid – Singer
 - (v) Pogo Amazing Kid – Sports Star;
 - (vi) Pogo Amazing Kid – Genius;
 - (vii) Pogo Amazing Kid – Entertainer
7. Nominees from the Categories will be selected by a panel of Judges (as defined in paragraph 8 below) as the first round qualifiers (**Qualifiers**). Subsequently, the Qualifiers will be required to be available and attend an audition/to-camera interview, for the second round of qualification, to be held in the following 4 cities: (i) Mumbai (ii) Delhi (iii) Kolkata and (iv) any one of Bangalore, Hyderabad or Chennai as may be decided by Turner (each a **City** and collectively **Cities**). Qualifiers will have to bring along all certificates, supportings for their skill/talent, any press clippings covering their achievements. The Qualifier(s) shall bear his or

her own travel and accommodations costs and related expenses to attend such interview and shoot at the designated location.

8. A panel of judges (**Judges**) will be set up for the seven Categories and the Judges shall evaluate the Nomination Forms and the camera interviews of the Qualifiers and shall subsequently select top three (3) Qualifiers from each Category as finalists (**Finalists**).
9. A nomination profile of each Finalist shall be produced in the City chosen by the Finalist. Finalists shall be informed about tentative shooting dates, and will have to make themselves available along with their school peers, coaches, friends and any other person who have helped them in honing their talent for the shoot as well.
10. The selection for the seven categories will be based on the applicable criteria and scoring system. The criteria are fair and balanced and compiled with care in order to give each Finalist equal chance to win the Competition. The Judges are each properly advised of the criteria and are given detailed judging guidelines to assist them in selection. The Judges will select one (1) winner for each Category (each a **Winner**, collectively referred to as **Winners**), based on the participating kids' skills and achievements. The Winners will be announced on the television programming service known as 'Pogo' in December.
11. The Judges' decisions, the scores, the votes and the results will be final and binding and no correspondence will be entered into in relation to the Competition, the scores, results, the Judges' decisions and the acknowledgement of the prizes (**Prizes**).

CRITERIA

12. The criteria and the scoring system are as follows:

(i) Pogo Amazing Kid – Musician

Exceptional Ability in Music: 50%

Overall Personality: 25%

Personal Interview: 25%

Total: 100%

(ii) Pogo Amazing Kid – Dancer

Exceptional Ability in Dance: 50%

Overall Personality: 25%

Personal Interview: 25%

Total: 100%

(iii) Pogo Amazing Kid – Artist

Exceptional Ability in Art: 50%

Overall Personality: 25%

Personal Interview: 25%

Total: 100%

(iv) Pogo Amazing Kid – Singer

Exceptional Ability in Singing: 50%

Overall Personality: 25%

Personal Interview: 25%

Total: 100%

(v) Pogo Amazing Kid – Sports Star

Exceptional Ability in Sports: 50%

Overall Personality: 25%

Personal Interview: 25%

Total: 100%

(vi) Pogo Amazing Kid – Genius

Exceptional Ability in Academics/ Academics Related Activities: 50%

Overall Personality: 25%

Personal Interview: 25%

Total: 100%

(ix) Pogo Amazing Kid – Entertainer

Exceptional ability in any Entertaining/ Adventure/ Fun activity: 50%

Overall Personality: 25%

Personal interview: 25%

Total: 100%

PRIZES

13. Each Winner will receive the title Pogo Amazing Kid 2010 also a feature on the winner would be aired on *Pogo (Prize)*.
14. The Prizes are non-transferable and not redeemable for cash. Turner reserves the right to substitute any Prize (or all or part of them) for an item of similar value.
15. As all Winners will be under the age of 14 years, Prizes will be awarded to each Winner's parent or guardian. The parent or guardian will accept the Prize on behalf of the Winner.

WARRANTIES AND REPRESENTATIONS

16. To the extent permitted by law, Turner makes no warranties and representations as to the quality, suitability or merchantability of any of the Prizes.
17. The parent or guardian assumes (to the extent permissible by applicable law) all risks for him/herself and the Nominee associated with his/her participation in the Competition and any Prizes awarded in the Competition and releases and holds harmless Turner, and each of their agencies and parent, affiliated and subsidiary companies, advertising and promotional agencies, successors and assigns and their employees, agents, directors and officers, and any other entities associated with the Competition from all liability, rights, claims, demands, losses, damages, expenses, costs and actions (including attorney fees) that the parent or guardian and/or the Nominee and their heirs, executors or assigns may have at any time in relation to the Competition, his/her participation in the Competition and/or any of the Prizes.
18. The parent or guardian gives Turner and those acting with the authority and permission of Turner the right to use his/her and/or the Nominee's name, voice, performance, photographs, drawings and/or likeness of the Nominee and biographical data concerning the Nominee (*Materials*) either alone or in conjunction with other material for the purpose of advertising, publicity, trade or any other business of Turner, in any medium or form throughout the world

in perpetuity. Turner shall not be required to pay the Nominee and, or the parent or guardian any compensation or reward at any time for that use. The parent or guardian releases and holds harmless Turner and anyone authorized or permitted by Turner from all claims and demands arising out of or in connection with the use of the Materials. The parent or guardian assigns to Turner all copyright, neighboring rights to copyright and all other intellectual property rights and rights of action in the Materials. Where necessary this assignment takes effect as a present assignment of future rights.

19. The parent or guardian agrees that neither the Nominee nor the Parent or guardian has any right to demand or receive from Turner, any compensation or reward for the rights Turner grants or the release Turner gives in these Terms and Conditions of Entry. The parent or guardian understands that Turner is under no obligation to use any part of the Materials.
20. Turner reserves the right in its sole discretion to disqualify any Nominee who tampers with the entry process and, 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.
21. None of the above paragraphs limits the other.

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