

## TERMS & CONDITIONS OF ENTRY TO “Pogo Bheem's Surprise Test Contest”

1. Information on prizes and how to enter the “Pogo Bheem’s Surprise Test 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 13 April 2014 (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. The Terms & Conditions will be posted on [www.pogo.tv](http://www.pogo.tv). The entrants can send short message services (*SMS*) “**Play**” (space) (your answer)” to “58888” (*Competition Number*). Each SMS sent by an Entrant will cost him or her approximate amount of Indian Rupee (INR) 3 to (INR) 5 per SMS plus taxes. Entrants will be solely responsible for all charges incurred in participating in the Competition, including any internet and, or mobile phone charges. 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 13 April 2014 and closes at last entry received on 18 April 2014(*Competition Period*). By entering the Competition, Entrants accept these Terms
5. The prize selection for the Competition will take place at Mumbai, India on 31 May 2014 at 6:00 pm.
6. During the Competition Period viewers will be required to watch *POGO (Channel)* starting from 13 April 2014 to 18 April 2014. Entrants will have to look out for the contest question during the break and send correct answers/ entries via entry mechanism mentioned in paragraph 3 above. The promoter will air the contest question on a daily basis.
7. At the end of the Competition Period, Promoters will select 2 (two) winners from among all those Entrants who have answered any of the contest questions asked over the contest duration correctly (each a *Winner* and collectively *Winners*). Each Winner will receive following prizes (each a Prize and collectively Prizes);
  - (a) 1 Winner will get Home Theatre worth not more than INR 8990/- (Rupees Eight Thousand Nine Hundred Ninety only) each;
  - (b) 1 Winner will get PSP worth not more than INR 6990/- (Rupees Six Thousand Nine Hundred and Ninety only) each;
8. The Promoter will therefore select a total of 9 Winners to the Competition. The total value of all the Prizes will be approximately INR 16000 /- (Rupees Sixty Thousand Only).
8. The Promoter’s 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. 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 or mail. 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 Promoter. 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 participant’s 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. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, the Promoter 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 and the Prize letter will be couriered to the Winners at the address given at registration for the Competition on or before 30 June 2014.
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 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 Competition, each Entrant and his/her parent/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 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 the Winners. The PI of Winners may be provided to others assisting the Promoter in this regard, including the Promoter's affiliates 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 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. 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 SMS or SMS or any entry that cannot be delivered or received due to connection issues (failed or partial transmission), malfunctions inaccessibility, unavailability, out of coverage area, traffic congestion, acts The Promoter 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 e-mail or entry to be received by 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), 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 Private Limited. Its office is at 5th Floor, Radisson Commercial Plaza, National Highway No.8, Mahipalpur, New Delhi - 110037, India

None of the above paragraphs limits any other.

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