## "CARTOON NETWORK Catch & Win On-Air Contest (Tom & Jerry) Contest" RULES AND REGULATIONS

"CARTOON NETWORK Catch & Win On-Air Contest (Tom & Jerry)" ("Contest") will be held by Turner International India Private Limited ("Promoter") as stated hereunder:

- 1. Entry to the Contest is open to all legal residents of India who are between the ages of 4 to 14 as on 14 April 2014 (each an Contestant and collectively Contestant(s)). 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
- 2. The Contest will be held from Mon-Thur, 1400 hours from April 14th, 2014 till May 31<sup>st</sup>, 2014 ("Contest Period") on the Cartoon Network (Channel). The Contest details shall also be available on the <a href="https://www.cartoonnetworkindia.com">www.cartoonnetworkindia.com</a> (Website). By entering this Contest voluntarily, the contestant(s) accept these Rules and Regulations of the program.
- 3. The Contestant(s) desirous of participating in the Contest will be required to watch Cartoon Network from April 14th, 2014 to May 31<sup>st</sup>, 2014. A Contest question will appear containing the Competition question, along with the choice of 3 of answers would be given to the contestant(s). The contestant(s) will have to choose the correct answer from the options provided and submit their entries via entry mechanism mentioned in paragraph 4 below. The correct answer will vary for each movie shown on the Channel during the Contest Period.
- 4. The Promoter reserves the right to change the schedule of the Contest including but not limited to telecast of the movie(s) aired during the Contest Period, the date of telecast of the movie(s), the time of telecast of the movie(s) etc. It shall be the sole responsibility of the contestant(s) to check the schedule of the Program and/or the Contest.
- 5. The contestant(s) may send their entries via short message services (**SMS**) stating "CN <space> your answer " to "58888"
- 6. The SMS should be sent by the contestant(s) before May 31<sup>st</sup>, 2014. SMS's sent by the contestant(s) after the timeline stated in this Rules and Regulations shall not be considered and shall be null and void.
- 7. Each SMS sent by an the viewers will cost an approximate amount of Rs. 3.00 to Rs. 5.00 per SMS plus taxes and each telephone call made by contestant(s) to the above mentioned numbers will cost a maximum of approximately Rs. 3.00 per minute inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties. Contestant(s) may enter the Competition as many times as they wish provided that each entry is separately submitted
- 8. All costs, charges and expenses for participation in the Contest will be solely borne by the contestant(s) including internet charges, the costs of the SMS etc. Further, Charges for SMS are subject to change as per each individual mobile operator's and as such will be subject to applicable SMS rates and charges and neither the Channel nor the Promoter are responsible or involved for the same. Regardless of the above any SMS shall be charged as per applicable operators rates stated herein above.
- 9. The Promoters shall not be responsible in case of any network problems such as breakdown of machinery, unclear network, disruption in the network and/or the cost of the SMS charged by the network operator and/or usage of internet/bandwidth. Any dispute in connection to the same should be settled directly between the contestant(s) themselves and the network operator without involving the Channel or the Promoters.

- 10. All the entries from the contestant(s) should state all the required information and personal details, and the contestant(s) shall have no objection to providing such personal information, which have been asked from the contestant(s) failing which that particular entry shall be disqualified.
- 11. At the end of the Contest Period, the Promoter will randomly select one (1) contestant as the Mega Prize Winner and fifty (50) contestants with maximum smses sent with the correct answers to the questions will also be winners (each a *Winner* and collectively the *Winners*). Each Winner will receive any one of the following prizes (each a *Prize* and collectively the *Prizes*). The names of the Winners shall be announced on June 15<sup>th</sup>, 2014. The Promoter shall be responsible for paying all applicable mandatory taxes on the Prizes won in this Contest.
  - (a) 1 Winner will be the awarded a round trip to Spain accompanied by 1 parent for 3 Nights and 4 Days valid until August 30, 2014 and shall include the following:
    - Round trip economy-class airfare to Spain
    - Entry to Parque Warner Madrid a theme park
    - 3 nights & 4 days stay in the hotel
  - (b) 2 Winners will get PSP's each;
  - (c) 10 Winners will get Vouchers of Mom & Me each;
  - (d) 20 Winners will get Bicycles each;
- 12. The Promoter will therefore select a total of 51 (fifty one) Winners of the Contest.
- 13. The Winners shall be informed/ contacted by the Promoter only. Each of the Winner(s) of the Contest(s) will be awarded the Prize(s). The Winner(s) will be notified by (i) SMS to the mobile telephone number submitted with such Prize Winners' entry; or (ii) to the email address submitted by such Prize Winner's entry. The Channel and/or 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.
- 14. The Prizes and the Prize letter will be couriered by the Promoter to the Winners at the address given at registration for the Contest after the Winners are announced on June 30<sup>th</sup>, 2014.
- 15. The validity of Mega Prize of the Spain Package is valid until August 30, 2014 and the Winners are expected to utilise the Prize at any time after the announcement of the Winners and before August 30, 2014. The validity of the mega Prize cannot be changed i.e. valid until August 30, 2014 and if the Winner(s) fails to visit the location (Spain) as informed to the Winners, the Winners shall loose the chance to utilise the Prize. No other Prize or compensation (monetary or otherwise) shall be awarded to the Winners.
- 16. The Winners will be mandatorily required to obtain their travel visa for their stay at Spain and shall bear all costs and charges relating to such visa expenses solely at their own expense. The Prize does not include Visa charges, travel and health insurance. Travel Visa for Spain shall be upon arrival and the Winner(s) must ensure that their travel documents i.e. the Passports of the Winners are valid and should have 9 (nine) months validity before expiry. The Winners shall be solely responsible to mandatorily obtain travel and health insurance during the duration of the stay at the Spain. The Channel and/or the Promoter shall not be responsible in this regard for the Winners.
- 17. The Promoter is solely responsible for arranging and awarding the Prize for the Contest. Therefore, the Promoter shall have the sole right to make any decision relating the Prize including but not limited to decide or change the package inclusions of the Prize, the dates, the venue, the accommodation etc. In the event, any change is made by the Promoter the Winner(s) shall not be entitled to claim any

damages or any kind of monies from the Promoter or the Channel. All decisions made by the promoter or the Channel in connection to the aforesaid shall be final and binding on the Winner(s).

- 18. 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 Contest or the Promoter's decision(s). The Prize(s) are not transferable and not redeemable for cash. The 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. The 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 Prize(s) may change midway, before or after the commencement of the Contest at the sole discretion of the Promoter. The Promoter is not responsible for the service and support of the Prize(s) after they are delivered to the Winners.
- 19. During the stay at the Spain the Winner(s) shall solely be responsible for any expenses towards personal shopping, sightseeing and local travel conveyance at Spain and for lunch meals and snacks and beverages apart from Breakfast and Dinner, their insurance (travel and health), personal safety etc. The Promoter shall not be responsible for any personal expenses incidental or related to the Winners. The Winners shall not be entitled to change the room specifications as provided under the package won.
- 20. If the Prize is declined, unclaimed or unable to be claimed, or if the Winners cannot be contacted from the details supplied, the Promoter may select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
- 21. The Prize is non-transferable and is not redeemable for cash equivalent or any other items. The Prize has to be used by the Winners or else the Prize shall stand forfeited.
- 22. By participating in the Contest, it shall be construed that the contestant(s), the Winners of the Prize have waived their right to raise any dispute with regard to the Prize and/or in any manner whatsoever in connection to the Prize.
- 23. Neither the Promoter nor the Channel shall be responsible for any reason whatsoever in this connection thereto.
- 24. The Promoter may in its sole discretion not award the Prize to the Winner(s), if the Winner(s) is unable to produce documentation required by the Channel and/or the Promoter at any given point of the time or if the Winner(s) cheats or commits a fraud or is dishonest etc.
- 25. The Promoter shall not be responsible if the Winner(s) falls sick or suffer from any kind of sickness while travelling to the Spain or during the duration of the package/stay or during any activity relating to the Program. Adequate health insurance shall be obtained by the Winners and shall be their sole responsibility.
- 26. The contestant(s) shall abide to all the laws of India and shall indemnify and hold harmless the Channel and/or the Promoter in relation to any non-compliance by the Prize.
- 27. The decision of the Channel and/or the Promoter shall be final and binding on all the contestant(s) and by participating in the Contest, it shall be construed that the contestant(s) has waived his/her right to raise any dispute against any decision made by the Channel and/or the Promoter.

## **General Rules**

1. The contestants should be citizens of India, residing in India and above 18 years of age to qualify for the Contest. The contestants should not have criminal conviction.

- 2. Neither the contestants nor the Winner(s) should have any civil or criminal conviction or should not be bound by any contract or agreement that would not permit the contestant from participating in the Contest.
- 3. The contestant whose name the mobile number is registered with a network operator shall be eligible to participate in the Contest. Consequently, the Winners whose name the mobile number is registered with a network operator shall be entitled to the Prize(s).
- 4. The Winners must submit with the Channel and/or the Promoter a copy of the last two bills issued by the network operator as a proof that the mobile number is registered in the name of the Winner(s) and such other documents that could be furnished as proof that the mobile number is registered in the Winner name.
- 5. Proof of age is a must for the contestant and must be submitted to the Channel/ the Promoter (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate). Upon request, the Winner(s) may also be required to provide their contact details, passport/identity number, proof of residency, etc., and or any other details deemed necessary and relevant by the Channel and/or the Promoter in its sole discretion prior to the collection of any Prize(s) or as part of the contest entry mechanism.
- 6. All Prizes must be claimed by the Winners, along with the documents specified herein below. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of Law):
  - Identity proof and age proof
  - Address Proof
  - PAN Card
  - Valid and subsisting Passport with 9 Months validity
  - Letter of compliance with rules and regulations and declarations in the format as may be required by the Promoter.
  - Letter of acceptance of prize after agreeing to pay TDS where applicable, and any other applicable taxes on the Prizes.
  - A DD equivalent to the amount of TDS or all other taxes applicable shall be drawn in favor of a person or entity or firm as may be communicated to the winner(s).
  - Waiver form
- 7. The Promoter reserve all rights to make amendments to the existing Rules without prior notice or withdraw the Contest without prior notice for any reason whatsoever.
- 8. The Winner(s) shall be responsible to collect and coordinate with the Promoter in connection to the Prize(s). Promoter shall be solely responsible for the Prize(s). The return of any Prize(s) or any Prize notification as undeliverable, or any inability of the Promoter to contact a Winner(s), may, at the sole and absolute discretion of the Promoter, result in the disqualification of that Winner(s) and the selection of an alternate Winner(s).
- 9. Non-conformance by any contestant and/or the Winners, of the rules of the Contest will disqualify the contestant and/or the Winner from participation or winning, immediately, as the case may be. The decision shall be final and binding on the Winners.
- 10. The contestant(s) agree that the Prize cannot be exchanged with other items and/or exchanged for cash equivalent. The Winner further agrees that the Winner shall not dispute the value of the Prize so offered to the Winner upon the Winner winning the Contest. If the Winner refuses to accept the Prize offered, neither Channel nor the Promoter shall be responsible for the same and the Channel and the Promoter, all shall be released from any and all obligations towards the Winner in connection to the Prize won by the Winner. In such an event, the Promoter or the Channel shall have the right to declare another person as the Winner of the Contest and transfer the Prize to that person.

- 11. The Winner of the Contest agree that he/she shall make himself/herself available from time to time and co-operate with the Promoter and participate in any activity and/or campaign (Promotional Activity) of any nature whatsoever without any money payable to the Winners. Further, the Winners shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Winner agree that the footage of any nature with regard to the them shall vest with the Promoter, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- 12. Participating in the Contest, it shall be construed that the Winner has undertaken to hold harmless, the Promoter its employees, officers or any other person in relation to any injury/damage/harm/loss suffered by him/her while participating in the Contest, or while travelling to Spain from their respective home towns, during their stay in Spain, while carrying out activities or for any reason whatsoever in connection with the Prize(s).
- 13. Further, participation of the contestants in the Contest shall be construed that the contestant(s) has waived her/his right to file in person and/or through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum against the Channel, the Promoter to claim any damages or reliefs or otherwise.
- 14. The Winner(s) agrees that if due to any reason, whatsoever, beyond the control of the Channel the Prize and/or anything relating to the Prize and/or the enjoyment of the Prize and/or anything included the Prize becomes ineffective or invalid, neither the Channel nor the promoter shall be held responsible for the same.
- 15. Neither the Channel nor the Promoter is in any manner whatsoever responsible and/or liable in any manner whatsoever, for any physical injury, death, mental trauma caused to the any of the Winners or any person related to them, in any manner whatsoever, including but not limited to in relation to the Contest and/or Prize.
- 16. Employees of the Channel or the Promoter and the members of their immediate family or any persons with criminal convictions or persons, are ineligible to participate in the Contest.
- 17. All contestant(s), the Winners shall do any and all acts and execute any and all documents in such manner and at such location as may be required by Channel or the Promoter in its sole discretion to protect, perfect or enforce any of the rights granted or confirmed to the Channel and/or the Promoter herein.
- 18. All contestant(s) agree to abide by these Rules and Regulations including the general Rules.
- 19. Participation of the contestant(s) in the Contest shall be construed that the contestant(s), the Winner(s) have waived his/her right to dispute any decision(s) made by the Channel or Promoter in connection to the Contest and that the contestant(s) agrees to all the decision(s) made by the Channel or the Promoter and that all the decision(s) shall be final and binding upon the contestant(s).
- 20. If the Winner(s) is required to pay any kind of taxes, including gift tax, duties, charges, levies to the Indian Government in relation to the Prizes as required under law, the same shall be solely and exclusively borne by the Winners.
- 21. The Channel or the Promoter reserves the right to forfeit the Prize in the event it is found by the Channel or the Promoter that any information provided by the contestant(s) or the Winners is wrong or any misrepresentation is made by the contestant(s) or the Winners. The Promoter or the Channel shall have the right to declare another person as the Winner(s) of the Contest and transfer the Prize to that person
- 22. The participation of the contestant(s) in the Contest shall mean that the contestant(s) has read, understood, accepted and agrees to abide with all the Rules including the general Rules of the Contest.

- 23. The terms of this Rules and Regulations shall be construed in accordance with the laws of India and the courts of New Delhi have sole and exclusive jurisdiction.
- 24. 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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