TERMS AND CONDITIONS

A. ABOUT THE CONTEST AND HOW TO PARTICIPATE

El Tweeto contest (herein after referred to as "<u>Contest</u>") is hosted by Sony Pictures Networks India Pvt. Ltd. and/or its affiliates ("<u>SPN</u>") in relation to the football tournament La Liga ("<u>Tournament</u>") in relation to the football match of Football Club of Barcelona vs. Real Madrid scheduled to be telecast on April 2, 2016 ("<u>Match</u>") on the channel Sony ESPN and/or Sony ESPN HD ("<u>Channel</u>") as per the terms and conditions stated hereunder (<u>"Terms and Conditions"</u>):

- ("Platform"). The Contest shall be spread over a period commencing from March 31, 2016 until April 3, 2016 (till 3:00AM) ("Contest Period"). During the Contest Period, Participants interested in participating in the Contest ("Participants") are required to send as many tweets as possible using the hashtag #eltweeto to cover his/her tweet journey to Barcelona (as graphically demonstrated on the Platform) in accordance with the terms herein to make their participating entry a valid entry ("Entri(es)"). A Participant is free to submit as many Entries as he/she may like. Upon completion of this journey, the Participant shall stand a chance to be selected for the Prize (as described below) from a pool of other Participants who have completed the journey by means of random selection ("Winner").
- **2.** Winner will be notified within ten (10) working days or such period as may be notified by SPN upon end of the Contest Period.
- **3.** Each Winner (only 1 person) stands a chance of attending La Liga match (of SPN's discretion) of (2016/17) season (for the sake of clarity not the present/on-going season) and reasonable accommodation ("*Prize*"). Prize shall mean to include roundtrip economic flight ticket from Mumbai/Delhi (origin flight shall be as per SPN's discretion) to Spain.
- **4.** A Contest Participant stands chance of winning only once. Any subsequent wins (if declared) will be automatically void.
- 5. Within a period of twenty four (24) hours from the announcement of the Winner(s), the Winners will have to send a direct message to the Platform and/or such other contact address as may be notified by SPN with complete details including their Name, Telephone No, Postal Address, E-Mail Address & copy of Photo ID Proof (issued by Government authority) ("Contact Details"), failing which SPN may or may not select another Winner. In the event, successful contact with the winner is not established (i.e. in case the Winner fails to provide Contact Details to SPN on the Platform within twenty four (24) hours from the time of announcement of winner(s) for any reason whatsoever), that Winner shall not be considered for the Prize and SPN may/may not choose other Winner at its sole discretion.
- 6. Upon receiving the Contact Details within the above mentioned timeline, if any details are found missing or SPN requires any further information/clarification from the Winner to attempt and effectively coordinate the Prize delivery, SPN shall make a maximum of two attempts to contact the Winner within a span of twenty four (24) hours of receiving Contact Details to touch base with the Winner and attempt to coordinate the Prize delivery. However, in the event SPN fails to establish successful contact with Winner and/or is unable to coordinate the Prize delivery for any reason, SPN shall be not be responsible

and/or liable to make any further attempts and/or provide any alternate Prize to the Winner.

7. Prize related conditions:

- i. To claim the Prize, Winner must:
 - (a) have valid passports which can fulfill applicable visa requirements;
 - (b) arrange for visa on their own cost and risk (it being clarified that SPN shall provide no assistance or documents to this effect other than a confirmatory letter stating that the Winner has won the Prize);
 - (c) confirm within five (05) days of notification of Prize their ability to furnish aforesaid documents; and
 - (d) Thereafter, confirm within twenty one (21) days that they have been granted the visa (with photocopies of the visa); failing which SPN reserves the right to revoke the Prize.
- ii. If the Winner is refused the visa or does not hold valid passport or otherwise chooses not to avail the Prize, the Prize will be revoked by SPN.
- iii. The Prize cannot be broken down into two separate prizes for separately benefiting (at individual capacity) and the Winner must ensure that he/she and the accompanying him/her jointly satisfy the aforementioned conditions.
- iv. In the event if the Winner and his/her fail to get the visa or do not hold valid passport, SPN is under no obligation to wait beyond the aforesaid period; and reserve the right to select another winner.
- v. All costs related to the Prize (except the items specifically indicated in the definition of Prize) shall be borne by the Winner himself/herself; and SPN shall in no way be liable to pay or reimburse any such expenses incurred for availing the Prize.
- vi. SPN is in no way responsible and/or liable to examine/certify/confirm/declare that the Winner and/or his/her is fit to fly and/or is in a position to enjoy/avail the services/benefits of the Prize.
- vii. The Winner in no given circumstance can either direct or indirectly try to change and/or alter the Prize and make any such request/representation to SPN and/or its affiliates and/or all the service providers appointed by SPN in this regard. If the Winner attempts to establish a direct/indirect contact with SPN, its affiliates and/or the services providers appointed by SPN in this regard, SPN may at its discretion, disqualify him/her from obtaining the Prize.
- viii. Participants / Winners acknowledge that they will not hold SPN and/or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
- ix. Winners acknowledge that they will not hold SPN and/or any of its affiliates or agencies engaged by them with regard to this Contest, liable for any physical and/or mental injury and/or any other personal/professional loss or damage including loss of property while availing the Prize.
- x. SPN will not be held responsible if the Winner and/or his/her companion misses the flight, or for any loss/ damage to their person or property caused/incurred during transit or at any stage of availing or enjoying the Prize.

ADDITIONAL TERMS

- **8.** The Prize can be only availed at such time, date and/or venue as may be notified by SPN and no request for change of the same shall be entertained.
- **9.** Any and all taxes and/or levies applicable under the laws of India shall be borne by the Winner in relation to the Prize.
- **10.** Incomplete and/or Entries submitted after the Match Duration shall not be considered and shall be null and void.
- 11. SPN shall not be responsible for any technical disruption and/or failure/ server problems and/ or any other difficulties of such nature, due to which the participant is unable to participate in the Contest.
- **12.** SPN reserves the right to disqualify any participant from participating in the Contest without assigning any reason. The decision of SPN in this regard shall be final and binding upon the participants.
- **13.** The participants shall ensure that the Entri(es):
 - i. shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights; The participants shall indemnify the SPN, its officials, employees, representatives against any claim, loss, damages and liability arising as a result of infringement of third party intellectual property rights;
 - ii. is not harmful, harassing, blasphemous, defamatory, obscene, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever;
 - iii. does not harm minors in any way;
 - iv. does not violate any law for the time being in force;
 - v. does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - vi. does not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - vii. shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders.
- **14.** The Participant(s) represents and warrants that the Entries is an original work of the participant and the participant has all necessary rights, licenses, consents and permissions to use, and to authorize SPN to use, any and all copyrights, or other intellectual property rights in and to Entries in order for SPN to use the Entries on any of its platforms or otherwise.
- **15.** In the event of any discrepancy as to the date and/or the time of receipt of an Entri(es), SPN shall have the final decision in resolving such discrepancy.

- **16.** The Contest is open for residents of India only who access to the Platform page of the channel from Indian IP address. For purposes of clarity, an Indian resident accessing the Platform page of the Channel from a foreign IP address may not be able to participate.
- **17.** Non-resident Indians are not eligible for participation in the contest even if they participate by accessing to the Platform page of the Channel from Indian IP address.
- 18. This Contest is strictly governed by the laws of India including the Privacy Laws of India
- 19. The participants must have attained the age of 18 years to participate in the Contest.
- **20.** Employees, agents and promoters (including their immediate family members) of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
- **21.** Participants shall ensure that all their Entries/response shall be in compliance to usage rules of Facebook depending on their chosen method for participation.
- **22.** To claim the Prize, the Winner must have valid proof of identity, age and address and/or any other document as may be required by SPN at its sole discretion;
- **23.** The Winner shall execute all such documents, including but not limited to "Release Letter" as may be required by SPN for the purpose of releasing the Prize.
- **24.** By participating in the Contest, each Participant/Winner agrees to follow these Terms and Conditions and to be bound by any decisions made by SPN in its sole discretion, including any interpretations of the Terms and Conditions.
- **25.** SPN including their divisions, affiliates and subsidiaries, and their respective agents and representatives, owners, distributors, retailers, and advertising/promotion agencies, are not responsible for any loss of entries for any reason whatsoever including, due to any problems caused service providers, technical disruption and/or failure/ server problems and/ or any other difficulties for entries received after the deadline. Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions.
- **26.** SPN reserves its right to select and declare or not to declare the Winner if no contestant has submitted Entries upto the satisfaction of SPN. Decision of SPN in this regard is final and no correspondence in this regard will be entertained.
- **27.** While accepting the Prize, the Winner may be required to sign an "indemnity and release of claims" form provided by SPN, as the case may be, which shall release SPN of all liability. Failure to complete and sign any documents requested by SPN shall result in disqualification and selection of an alternate Winner. All decisions of SPN are final in this regard.

- 28. Mere participation in the Contest does not entitle the Participants to win a prize.
- **29.** The Prize will be awarded to the Winner pursuant to verification and in accordance with these Terms and Conditions. SPN reserves the right to forfeit the Prize if it is found out that the Winner has violated any of the terms of this terms and conditions.
- **30.** Any deliverable portion of Prize, if being sent to Winner by way of registered post or courier to the address provide by the Winner, all the risk and title in the Prize vests in the Winner upon SPN's dispatch of the Prize.
- **31.** Prize is not transferable, assignable or exchangeable. The Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Winner, and no other person or agent, may claim the Prize.
- **32.** SPN has the right to substitute the Prize with other Prize of similar or equal nature, as determined by SPN in its sole discretion.
- **33.** SPN reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest at any time without any prior notice. By entering into the Contest the Participant agrees to such amended terms.
- **34.** SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. SPN makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.
- 35. Under no circumstance, unless due to willful misconduct or gross negligence, shall SPN and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against SPN and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
- **36.** By entering into the Contest, the Winner waive all copyrights, rights of publicity and any related rights and consents to SPN's right to picture, tape or portray him/her as a Contest Winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Prize Winner also consent to SPN's right to use his/her name, voice or picture, or the content of his/her Contest Entry(ies) (collectively, the "*Publicity Rights*").
- **37.** Under no circumstance shall SPN including the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the contestant/user and/or any third party for

- any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if SPN has been advised of the possibility of such damages.
- **38.** Non-conformance by any participant and /or Winner of the Contest will result in immediate disqualification of the participant/Winner from participation or winning the Prize as the case maybe.
- 39. Privacy Policy: This Contest requires the participants to provide the following information only i.e. Name, Telephone No, Postal Address, E-Mail Address ("Personal Identifiable Information"). The Personal Identifiable Information is requested to process the results of the Contest (for example, identifying entries, etc.), declare and inform the winners of the Contest. Save and except for the winners of the Contest, Personal Identifiable Information is not retained by SPN and its agencies under any circumstances and is deleted from all of our records within forty five (45) days of completion of the Contest, declaration and disbursement of gratification of the Contest. It is clarified that SPN does not use the Personal Identifiable Information for any purpose except for processing the results of the Contest, declare and inform the Winners of the Contest.
- **40.** Providing information to SPN is your choice. By providing any information pursuant to this Contest or otherwise, you agree to allow us authorized use of your information and you agree to abide by the Terms and Conditions of the Contest.
- **41.** Unfortunately, the transmission of information over the Internet is not completely secure. Although we strive to protect your personal data, we cannot guarantee the security of your data while it is being transmitted to our site; any transmission is at your own risk.
- **42.** SPN reserves the right to change the Terms and Conditions of this Contest and to alter or terminate the Contest at any time.
- **43.** The decisions of SPN and its representatives shall be final and binding on all aspects of the Contest.
- **44.** The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
- **45.** Your participation in the Contest by submitting the Entries will be construed as an acceptance of the above stated Terms and Conditions.