

TERMS & CONDITIONS OF ENTRY TO “CB Birthday - Digital Activity”

1. Information on prizes and how to enter the “CB Birthday - Digital Activity”(Contest) form a part of these Terms & Conditions of Entry (**Terms**).
2. Entry to the Contest is open to all legal residents of India who are between the ages of 4 to 14 as on 19 April 2016 (each an **Entrant** and collectively **Entrants**). No purchase is necessary to enter the Contest. All Entrants must seek parental or guardian approval before participating in the Contest. It will be the responsibility of parents or guardians to monitor their children’s participation in this Contest. 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 Contest.
3. Entry to the Contest commences on 19 April 2016 and closes on 29 April 2016 (Contest Period). By entering the Contest, Entrants accept these Terms and Conditions as binding upon them
4. During the Contest Period Entrant needs to fill his/her details on www.pogo.tv (**Website**) and upload their birthday wishes for Chota Bheem on the said website.
5. Pursuant to the Contest Period, Promoters will select 20 (twenty) best wishes, from amongst the uploaded wishes on the website (each a **Winner** and collectively **Winners**). The Prize Winner selection will take place at Mumbai, India on 30th April 2016 at 6PM. The names of the winners will be announced on the Pogo TV Channel in ticker on 1 May 2016. The Promoter will not be responsible for notifying the winners of the Contest.
7. The Promoter’s decision will be final and binding. No correspondence, clarification or explanation will be entered into about the Contest 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 Contest 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.
8. 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 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.
11. By entering into this Contest, 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.
12. Entrants’ personal information (**PI**) will be collected to enable the Promoter to administer and promote this Contest 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 Contest (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 Contest.

13. All entries and all copyright and other rights in such entries become the property of the Promoter. By entering the Contest (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.
14. Promoter shall not be responsible for any copyright violations done by the Entrants for any images taken from the internet and only the Entrants are solely responsible for the act.
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 Contest 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 Contest, to cancel, terminate, modify or suspend the Contest if, for any reason, this Contest 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 Contest.
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 does not accept the responsibility 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 Contest 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 Contest 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 will not be liable for any loss, claim, damage, expenses whether expressed, implied, real, consequential incurred by the Entrant due to participation in the Contest.
19. The Promoter shall not be liable for any failure to comply with its obligations caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, terrorist attack, political unrest, riots, civil commotion, inevitable accidents, acts of God or any other circumstances amounting to Force Majeure. Further, the Promoter shall not be responsible for any loss or damage if it has to discontinue or cancel the Live Chat in compliance with any law, ruling, order, regulation, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control.
20. 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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