

## TERMS & CONDITIONS OF ENTRY TO “*Chota Bheem Birthday - Digital Activity*”- Live Chat

1. The Terms & Conditions of Entry ("**Terms**") for “*CB Birthday - Digital Activity*” ("**Live Chat**") are enlisted below.
2. Entry to the Live Chat is open to all legal residents (individuals only) of India who are between the ages of 4 to 14 as on 24 July 2016 (each an **Entrant** and collectively **Entrants**). Corporate, Agencies, and any non human legal entities are not entitled to participate in the Live Chat.
3. All Entrants must seek parental or guardian approval before participating in the Live Chat. It will be the responsibility of parents or guardians to monitor their children’s participation in the Live Chat. 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 Live Chat.
4. Entry to the Live Chat commences on 24 July 2016 at 4 PM and closes at 5 PM on the same day (Live Chat Period). By entering the Live Chat, Entrants accept these Terms and Conditions as binding upon them.
5. During the Live Chat Period Entrant needs to fill his/her details on [www.pogo.tv](http://www.pogo.tv) (**Website**) and can live chat with Chhota Bheem for one hour. The Entrants can send in their questions. All questions shall be monitored and only those questions selected by Promoter will go onto to the live web chat page and will be answered by the representatives of Promoters on behalf of Chhota Bheem. The selection of the questions shall be at the sole and absolute discretion of Promoter.
6. No purchase is necessary to enter the Contest. There is no entry fee or participation fee payable by the Entrant/s for participating in this Live Chat. Promoter will not accept any form of payment from any of the Entrant/s interested in participating in the Live Chat. Further participation in the Live Chat will not in itself make the Entrant eligible for selection of his/her question.
7. The Promoter’s decision in selection of questions will be final and binding. No correspondence, clarification or explanation will be entered into about the Live Chat or the judges’ decision(s) on the selection of questions.
8. It is the sole responsibility of the parents or guardians to monitor or supervise the Entrants during the Live Chat.
9. By entering into Live Chat, 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.
10. Entrants’ personal information (PI) will be collected to enable the Promoter to administer and promote this Live Chat. The PI of Entrants may be provided to others assisting the Promoter in this regard, including the Promoter’s affiliates and to authorities that regulate this Live Chat (if applicable).
11. All entries and all copyright and other rights in such entries become the property of the Promoter. By entering the Live Chat (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.

12. 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 Live Chat if, for any reason, this Live Chat 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.
13. 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 Live Chat 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 Live Chat 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.
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. Promoter has sole discretion in the interpretation and enforcement of the Live Chat rules, including but not limited to selection of pictures, disqualification of entries and suspension of response(s) or Entrants.
16. The Live Chat must conform to decency guidelines. Any chat deemed to contain content that depicts violence, immoral, unethical, illegal, anti-social, racial, political, anti-religious, sexual or any other inflammatory, defamatory or objectionable material will be disqualified and removed from the hashtag. Interpretation of what is, and is not, appropriate material is at the sole discretion of the Promoter.
17. The Entrants should not deface or disparage any brand of the Promoter in any manner in the process of creating and posting chats.
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 Live Chat.
19. Promoter reserves the right to modify, add or delete any of the terms and conditions or participation mechanics of the Live Chat at any point of time at its sole discretion without serving any prior intimation to the Entrants. Intimation of any change, modification, addition, deletion in the terms and condition of the Live Chat will be served to the Entrants by posting the revised terms and condition of the Live Chat on the web site.
20. The Promoter is not responsible for Entrant not being able understand the Live Chat mechanics or for his/her misinterpretation of the same. No correspondence, clarification, explanation in this regard will be entertained by the Promoter portal or social platforms.
21. The Entrant shall indemnify the Promoter against any claims from any party and consequent losses, damages, compensation, whatsoever, that may arise from any use, including but not limited to, publication of the chat submitted by the Entrant as a part of, or in association with the Live Chat.
22. 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.

23. 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. The Entrants shall be informed of such discontinuance/cancellation as soon as possible on this website.
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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