

## TERMS & CONDITIONS OF ENTRY TO “POGO Happy Birthday Mr. Bean Contest”

1. Information on prizes and how to enter the “POGO Happy Birthday Mr. Bean Contest” (*Contest*) form a part of these terms and 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 1 September 2015 (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. The Terms will be posted on [www.pogo.tv](http://www.pogo.tv) (*Website*). During the period 1 September 2015 to 15 September 2015 (*Contest Period*) Entrants are required to log on to Website and participate in the Contest. . The Entrants will have to upload a self- designed drawing or a picture of their version of a birthday cake for Mr. Bean's birthday and also wish Mr. Bean in not more than 20 words. Entrants will be solely responsible for all charges incurred in participating in the Contest, including any internet and, or mobile phone charges. Entrants may enter the Contest as many times as they wish provided that each entry is separately submitted.
4. Entry to the Contest commences on 1 September 2015 and closes at last entry received on 15 September 2015. By entering the Contest, Entrants accept these Terms.
5. The prize selection for the Contest will take place at Mumbai, India on 18 September 2015 at 6:00 pm.
6. At the end of the Contest Period, Promoters will select 1 (one) winner from among all those Entrants whose cake drawing or picture is judged most innovative (*Winner*). The Winner will receive the following prize (*Prize*):
  - (a) The Winner will get a chance to have a real cake made out of the drawing/picture he/she has uploaded during the Contest Period. Also, a visit by a person dressed up as the character Mr. Bean at his/her home with the cake and POGO goodies;
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 Contest or the judges’ decision(s). The Prize is not transferable and not redeemable for cash. Promoter accepts no responsibility for any variation in the value of the Prize (or any part of the same) or for lost damaged or misdirected Prize or mail. Promoter reserves the right to substitute any Prize (or any part of the same) for an item of similar value. The specifications and brand (as applicable) of the Prize 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 after they are delivered to the Winner.
9. Winner will be notified by telephone to the telephone number submitted with the Winner’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 Winner. Upon request, the Winner 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 Prize. 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 Prize letter will be couriered to the Winner at the address given at registration for the Contest on or before 25 September 2015.
11. The Winner and 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 Prize. The Prize will be awarded to the Winner's parent or guardian as the Winner 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 the Prize.
12. 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.
13. Entrants' personal information (*PI*) will be collected to enable the Promoter to administer and promote this Contest and the Winner. The PI of the Winner 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.
14. 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.
15. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of the Prize. 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 the Prize.
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 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 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 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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