Terms and Conditions for "PPL Contest"

I. Contest terms & conditions

- 1. Sony Pictures Networks India Private Limited ("SPNI") is holding the 'PPL Contest' (the "Contest") on PIX Channel ("Channel").
- 2. PIX Premiere League ("**PPL**") shall feature various Hollywood movies that are shown at the 11:00 pm (India Standard Time) slot on the Channel commencing from April 05, 20176 through May 21st, 2017("**PPL Slot**").
- 3. The Contest shall commence from April 05, 2017 and remain open up to May 21st, 2017 (except on Thursdays) (the "**Contest Period**") during the telecast of movies in the PPL Slot through Interactive Voice Response ("**IVR**").
- 4. The Contest is open to the subscribers of the following networks only: Aircel, Airtel, BSNL, Idea, MTS, Reliance, MTNL Mumbai, Tata Docomo, Tata Indicom, Uninor, Virgin Mobile & Vodafone in select circles in India.
- 5. During the Contest Period, one (1) question will be asked each day pertaining to the movie telecasted in the PPL Slot on that particular day ("Contest Question").
- 6. The viewers who are interested in participating in the Contest ("**Participant(s)**") are required to answer the question relating to the movie telecast in the PPL Slot upon giving a missed call on 09223011211 ("**Number**"). On giving a missed call to the Number, the Participant shall receive an automated call back seeking certain information and requiring to follow certain steps to provide the correct answer to the Contest Question.
- 7. During the Contest Period, the lines for participation in the Contest will open at 23:00:00 hours IST and shall close at 22:00 hours IST following the next day of Contest Question. For e.g. for the Contest Question of April 27, 2017, the lines will open at 11:00 hours IST of April 27, 2017 and will close at 22:00 hours IST on April 28, 2017 (for a period of twenty-three hours).
- 8. The Participants need to submit the correct answer during the time period mentioned above during the Contest Period.
- 9. Any entries sent beyond the period stated above will not be considered for the Contest.
- 10. On each day of Contest, SPNI shall select maximum of eight (8) qualifiers, (i.e. one qualifier from each city as mention in clause 26) from each movie by a process of random selection from amongst the correct entries received during the time period sated in clause 7 above (the "Qualifiers"). From the said Qualifiers, SPNI will select one or two prizewinner(s) ("Prizewinner(s)") based on random selection process.
- 11. Prizewinner of the Contest who answer the question correctly shall stand a chance to win Vivo IPL match 2017 ticket providing entry for two persons for any one (1) match played during April 05, 2017 to May 21, 2017 as may be solely decided by SPNI ("**Prize**").

- The IVR will ask for a city preference, however, SPNI gives no assurance that ticket for VIVO IPL match shall necessarily be given for such venue which is closest to the address of the Prizewinner.
- 2. SPNI shall make all reasonable endeavors to provide the Prize, at a venue closest to city preference of the Prizewinner. All expenses including, without any limitation, commuting, travelling, boarding and lodging shall be borne by the Prizewinner. SPNI's sole responsibility shall be of providing the Prize only.
- 3. Depending upon the number of IPL matches on a particular day from April 05, 2017 onwards, SPNI shall select number of Prizewinners accordingly.
- 4. Any and all taxes and/or levies applicable under the laws of India shall be borne by the Prizewinner in relation to the Prize.
- 5. SPNI shall contact the Prizewinner on the phone number ("Contact Number") through which the Participant participated in the Contest. SPNI shall make a maximum of 2 attempts to contact the Prizewinner on his/her Contact Number. In the event, SPNI is not able to establish successful contact with the Prizewinner (i.e. in case the Contact Number is switched off, busy is not answered), that Prizewinner shall not be considered for the Prize and SPNI may choose any other Prizewinner at its sole discretion.
- 6. Upon successful contact with the Prizewinner, the Prizewinner shall be required to email his/her name, mailing address and any document (such as PAN, passport, etc.) that may be required by SPNI at its discretion within twelve (12) hours of contacting the Prizewinner. In the event, the Prizewinner fails to provide the required information in the stipulated time, SPNI shall proceed to pick another Prizewinner by way of random selection.
- 7. Upon receiving the mailing address, SPNI shall courier the Prize to such mailing address.
- 8. The risk and title in the Prize vests in the Prizewinner upon SPNI's dispatch of the Prize.
- 9. Incomplete and/or the entries submitted after the Contest Period shall not be considered and shall be null and void.
- 10. SPNI 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.
- 11. SPNI reserves the right to disqualify any Participant from participating in the Contest without assigning any reason. The decision of SPNI in this regard shall be final and binding upon the Participants.
- 12. In the event of any discrepancy as to the date and/or the time of receipt of any entry, SPNI shall have the final decision in resolving such discrepancy.

II. General terms & conditions

- 13. This Contest is strictly governed by the laws of India.
- 14. The participants must have attained the age of 18 years to participate in the Contest.
- 15. The Contest is open to only Indian citizen who are of eighteen (18) years and above and residing in the following cities:-

- a. Mumbai
- b. Delhi
- c. Hyderabad
- d. Bangalore
- e. Kolkata
- f. Rajkot
- g. Mohali
- h. Pune
- 16. The name of the Prizewinner shall be communicated to the winner directly through a phone call.
- 17. The employees of SPNI and its affiliates, subsidiaries, assignees, representatives and their immediate families and any companies and their subsidiaries that are sponsoring and/or promoting the Contest are not eligible for the Contest.
- 18. By participating in the Contest, the Participant declares that he/she is 18 years and above, with a valid proof of identity.
- 19. Mere participation in the Contest does not entitle the Participant to be selected as a Prizewinner.
- 20. The Prize can be claimed only by the Prizewinner so declared by SPNI.
- 21. The Prize can't be enchased and SPNI shall not entertain any request from the Prizewinner for the same.
- 22. Participants acknowledge that they will not hold SPNI 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.
- 23. The Participant acknowledges and confirms that neither Marvel Studios, The Walt Disney Company nor any of their respective affiliates are in any manner whatsoever associated with the Contest. By entering the Contest, you (and, if you are a minor, your parents or legal guardian) indemnify Marvel Studios, The Walt Disney Company and any of their respective affiliates from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest.
- 24. SPNI reserves all rights to make amendments to the existing terms and conditions contained herein at any time without prior notice.
- 25. SPNI 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. SPNI makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participants and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

- 26. Under no circumstance, unless due to willful misconduct or gross negligence, shall SPNI 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, even if SPNI has been advised of the possibility of such damages. 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 SPNI and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
- 27. By entering into the Contest, the Prizewinner waives all copyrights, rights of publicity and any related rights and consents to SPNI'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 Prizewinner also consents to SPNI's right to use his/her name, voice or picture, or the content of his/her Contest entry(ies) (collectively, the "**Publicity Rights**").
- 28. Privacy Policy: This Contest requires the Prizewinners to provide the following information only i.e. name, email id, address and Contact Number, preferred city of watching the match ("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 SPNI 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 SPNI does not use the Personal Identifiable Information for any purpose except for processing the results of the Contest, declare and inform the prizewinners of the Contest and dispatch the Prize to the Prizewinner.
- 29. Providing information to SPNI is your choice. By clicking on the Contest tab, you agree to allow us authorized use of your information and you agree to abide by the Terms and Conditions of the Contest.
- 30. 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.
- 31. 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.