

## TERMS & CONDITIONS OF ENTRY TO “POGO PAN Movie Contest”

1. Information on prizes and how to enter the “POGO PAN Movie Contest” (*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 5 October 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). The Entrants can send short message services (*SMS*) “PLAY (space) (your answer)” to “58888” (*Contest Number*). Each SMS sent by an Entrant will cost the Entrant approximate amount of Indian Rupee (INR) 3 to 5 per SMS plus taxes. 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 5 October 2015 and closes at last entry received at 11:59 midnight of the 9 October 2015 (*Contest Period*). By entering the Contest, Entrants accept these Terms.
5. The prize selection for the Contest will take place in Mumbai, India on 1 November 2015 at 6:00 pm.
6. During the Contest Period viewers will be required to watch *POGO (Channel)*. Entrants will have to look out for the contest question and send correct answers/ entries by way of an SMS in the manner as mentioned in paragraph 3 above. The contest question will be aired by the Promoter on the Channel on a daily basis.
7. At the end of the Contest Period, Promoters will select 50 (Fifty) winners. Entrants who have answered correctly any one of the contest questions aired during the Contest Period (each a *Winner* and collectively *Winners*). The Winners will receive following prizes (each a Prize and collectively Prizes);

50 Prize Winners will get a chance to win PAN Blow Up Sword and PAN Glow T-shirt each.

- 8.
9. 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 Prizes are not transferable and not redeemable for cash. Promoter accepts no responsibility for any variation in the Prizes (or any part of them) or for lost damaged or misdirected Prizes or mail. Promoter reserves the right to substitute any Prize (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.
10. Winners will be notified by telephone on the telephone number submitted with such participant’s entry. The Promoter reserves 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.

11. The Prizes and the Prize letter will be couriered to the Winners at the address given at registration for the Contest on or before 30 January 2016.
12. 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.
13. 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.
14. 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.
15. 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.
16. Acceptance of any Prize shall constitute a release and discharge of the Company by each Winner (and/or their companions) from any and all liability, claims, demands, causes of action, and/or damages which the Winner (and/or their companions) may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Contest, (ii) personal injury and/or property damage, theft or loss suffered by the Winner (and/or their companions) as a result of the use and/or enjoyment of the Prize, and/or (iii) any tax liabilities in relation to the Contest, Prize and/or use or enjoyment of the same. The Company shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations to the Winners under these Terms if such delay or failure is caused by circumstances beyond the reasonable control of the Company, its respective divisions, affiliates, authorized dealers/distributors, agents, suppliers of the Prize(s), including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or (ii) from any loss, damage to property, injury, or death resulting from or related to entrant's participation or inability to participate in this Contest, or the use, misuse or inability to use the Prize or any portion thereof. Each provision excluding or limiting liability is to be construed separately and will apply and survive even if for any reason any of the other provisions are held to be inapplicable or unenforceable in any circumstances. Each of the provisions excluding or limiting liability will remain in force notwithstanding any termination of these Terms.
17. 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.

18. 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.

19. 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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