

TERMS & CONDITIONS OF ENTRY TO “POGO Mighty Ka Hit Fit Birthday Contest”

1. Information on prizes and how to enter the “**POGO Mighty Ka Hit Fit Birthday Contest**” (**Contest**) form a part of these Terms & Conditions of Entry (**Terms**).
2. The Contest is organized by Turner International India Private Limited, having its office at 5th Floor, Radisson Commercial Plaza, National Highway No.8, Mahipalpur, New Delhi - 110037, India (hereinafter the “**Promoter**”). The Contest is valid only in India.
3. Entry to the Contest is open to all legal residents of India (individuals only) who are between the age group 4 to 14 years as on 15 August 2017. (each an **Entrant** and collectively **Entrants**). Corporates, Agencies, and any non human legal entities are not entitled to participate in the Contest.
4. 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 and Promoter’s related companies and advertising agencies may not enter the Contest.
5. Entry to the Contest commences on 15 August 2017 and closes at last entry received at 11:59 midnight of the same day (**Contest Period**). By entering the Contest, Entrants accept these Terms.
6. During the Contest Period viewers will be required to watch **POGO (Channel)** from 09:00 am onwards. Entrants will have to look out for the contest question during the break and send correct answers/ entries via *short* message services (**SMS**) in the following manner- “MR”(space) (your answer)” to “58888” (**Contest Number**). Each SMS sent by an Entrant will cost him or her approximate amount of Indian Rupee (INR) 3 to (INR) 5 per SMS plus taxes. The participants could also log on to www.pogo.tv and send in their answers on the Participate & Win page. The promoter will air the contest question on a daily basis.
7. The Terms & Conditions of the Contest will be posted on www.pogo.tv (“**Website**”). The Promoter shall not be responsible or liable for any loss suffered by the Entrant(s) due to any representation, terms and conditions or incorrect/misleading information relating to the Contest presented/ displayed on any other source.
8. The Promoter reserves the right to modify, add or delete any of the terms and conditions or participation mechanics of the Contest 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 Contest will be served to the Entrant by posting the revised terms and condition of the Contest on the Website.
9. The Promoter is not responsible for the Entrant not being able understand the Contest mechanics or for his/her misinterpretation of the same. No correspondence, clarification, explanation in this regard will be entertained by the Promoter.
10. Entrants may enter the Contest as many times as they wish provided that each entry is separately submitted however, the Entrant(s) shall not be using multiple IDs to participate in the contest. Any single Entrant found using or participating through multiple IDs in the contest shall be disqualified immediately and shall be barred from participating in any future contests with the Promoter.
11. No purchase is necessary to enter the Contest. Further participation in the Contest will not in itself make the Entrant eligible for selection as winner of the Contest.
12. At the end of the Contest Period, Promoters will select 4 number of winners from 4 different cities, among all those Entrants who have correctly answered any of the contest questions asked over the contest duration (each a **Winner** and collectively **Winners**).
Mighty Raju will celebrate his birthday with the Winners at their schools to take the fitness pledge with the Winner and his friends;
13. The total value of all the Prizes will be approximately INR 24,000/- (Rupees Twenty Four Thousand Only) (Rs. 6000 per school)
14. The prize selection for the Contest will take place at Mumbai, India on 18 August 2017 at 6:00pm onwards.
15. Winners will be notified by telephone to the telephone number submitted with such Entrant’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 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. The Prizes and the Prize letter will be couriered to the Winners at the address given at registration for the Contest. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, the Promoter will not be held liable for the same and 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.

16. The Promoter's decision is based on a set of pre-determined criteria and their decision will be final and binding. The Promoter has the sole discretion in the interpretation and enforcement of Contest rules. No correspondence 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. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. Further, 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.
17. Promoter reserves the right to substitute in its sole and absolute discretion, 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.
18. 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. .
19. 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. Further, by virtue of participation in the Contest, the Entrants shall assign the right to use the entries, in any media for brand, products, business or any other objective by the Promoter as deemed appropriate by the Promoter.
20. 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.
21. 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.
22. Any entries to this Contest which contains 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. The Promoter reserves the right to initiate legal action against such Entrants. Interpretation of what is, and is not, appropriate material is at the sole discretion of the Promoter. Further, the Promoter shall not be responsible for any copyright violations done by the Entrant(s) for any images or content taken from the internet and only the Entrant(s) are solely responsible for the act.

23. The Entrants should not deface or disparage any brand of the Promoter in any manner in the process of creating and posting their response.
24. 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. 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 response (s) submitted by the Entrant as a part of, or in association with the Contest.
25. The Promoter reserves the right in its sole and absolute 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.
26. 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.
27. 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.
28. The Promoter shall not be responsible for any loss or damage if it has to discontinue or cancel this Contest 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 Entrant(s) shall be informed of such discontinuance/cancellation as soon as possible on the website.
29. None of the above paragraphs limits any other.

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