

TERMS AND CONDITIONS – ‘MatchDay Panga’ Contest

The following are the rules for the “**MatchDay Panga**” contest (the “**Contest**”) hosted by Star India Private Limited and its group companies (“**STAR**”) for the promotion of Pro Kabaddi League Season - 3 (“**Program**”) on the platforms and media owned/operated by STAR or its group companies (“**Channels**”) to be conducted through (a) the Star Sports India Twitter profile at the URL <http://twitter.com/starsportsindia> (the “**Star Sports Twitter Page**”) through the handle @starsportsindia (“**Star Sports Handle**”); (b) the Pro Kabaddi Twitter profile at the URL <https://twitter.com/prokabaddi> (the “**Pro Kabaddi Twitter Page**”) through the handle @prokabaddi (“**Pro Kabaddi Handle**”); (c) the Star Sports Facebook profile at the URL <https://www.facebook.com/starsportsindia?fref=ts> through the Facebook page titled Star Sports (“**Star Sports Facebook Page**”); and (d) the Pro Kabaddi Facebook Page at the URL <https://www.facebook.com/ProKabaddi?fref=ts> through the Facebook page titled ProKabaddi (“**ProKabaddi Facebook Page**”).

For the purposes of these terms and conditions, the Star Sports Handle, the Pro Kabaddi Handle, the Star Sports Facebook Page and the ProKabaddi Facebook Page shall be collectively referred to as “**Network Handles**”.

Any personal information gathered pursuant to this Contest shall be subject to the privacy policy available at <http://www.starsports.com/privacy/index.html> (“**Privacy Policy**”) which is deemed to be incorporated herein by reference. This Contest shall be subject to the terms and conditions, comprising of the Principal Rules and the General Rules (the “**Terms and Conditions**”) as stated hereunder. By participating in the Contest, it is construed that the Participant(s) has read and understood these Terms and Conditions and has agreed to abide by the same:

(I) Principal Rules

1. The Contest will be conducted between **30th January – 5th March 2016** or any other time as announced by STAR through the Network Handles (“**Contest Period**”). An official announcement shall be made on the Network Handles inviting fans to share their opinions in response to the MatchDay Panga question/scenario published on Twitter/Facebook through the Network Handles, identified by the usage of #LePanga during the Contest Period. The fans shall share their opinions by using #LePanga in response to the question/scenario posed on the Network Handles. Any person who wishes to participate in the Contest (“**Participant**”) shall fulfill all of the following requirements in order to qualify for participation:

(a) All Participants must be valid users of Twitter/Facebook, as applicable and must be residing in India during the Contest Period.

(b) Each Participant is required to visit the Network Handles, as applicable and “follow” the Network Handle.

(c) The Participant should submit their entry in the form of a tweet/comment posted through the Participant’s Twitter/Facebook account (“**Entry**”) in response to the Network Handles. Each Entry: (1) should contain the pre-decided hash-tag for the Contest, i.e. “**#LePanga**”; (2) should contain the Star Sports Handle (@starsportsindia) and/or the Pro Kabaddi Handle (@prokabaddi), in case of Twitter and tag the Star Sports Facebook Page and/or the ProKabaddi Facebook Page, in case of Facebook; and (3) should be submitted only during the relevant Contest Period to be eligible to win each episode of the Contest. Any Entry which does not contain all of the elements mentioned in this paragraph shall not be considered a valid Entry and shall be deemed null and void without requirement of any intimation by STAR and shall not be eligible to win the Contest.

2. The editorial team of STAR shall select Entries from among all the Entries which will be adjudged to be the most interesting, and/or qualitative Entries. These Entries will form a shortlist from which a winning Entry shall be selected. The winning Entry or the best opinion in response to the Le Panga questions/scenarios shall be selected on the basis of the relevance and/or quality on such basis, as the editorial team of Star shall deem fit. The decision of the editorial team of STAR in this regard and for all other matters relating to the Contest shall be final and binding upon the Participant(s). 5 (five) winners will be announced on the Network Handles at the end of each day (“**Winners**”).

3. The Winners will be awarded **with official Star Sports jackets**. The Prize shall be as announced by or on behalf of STAR. STAR shall not be liable for non-receipt of any Prize by any Winner, including due to errors or failures or deficiencies in dispatch services or in address details provided by the Winner. All Prizes must be claimed in response to messages or telephone calls made to the Winner. Any and all taxes and/or levies applicable under the laws of India and any incidental costs direct and/or indirect, in relation to the Prizes shall be borne by the respective Winners. STAR shall not be responsible or liable for any technical disruption, failure and/or any other difficulties of such nature, due to which the Winner is unable to claim the Prize from STAR. After dispatch of the Prize to a Winner, in case any loss/damage etc. is caused to or incurred by the

Prize(s) during transit or otherwise, STAR will not be liable for any such loss/damage etc. Further, STAR shall not be held liable for any failure and/or any other defect in or damage to the Prize, if any, whether caused during transit or otherwise.

4. STAR reserves the right to forfeit a Prize in the event it is found by STAR that it has a reason to believe that any information provided by the Participant/Winner is wrong, fraudulent or any misrepresentation is made by the Participant/Winner. STAR shall have the right to declare any other Participant as the Winner of the Contest, at its discretion and transfer the Prize to such other Participant. All Prizes are provided on an as-is where-is basis without assurances or warranties of any kind. Neither STAR nor their employees provide any assurances or guarantees regarding Prizes, including quality, merchantability or fitness for purpose. The Winners agree not to hold STAR and/or their respective employees responsible for any delay in receiving Prizes or any inability to enjoy Prize(s) due to any failure by manufacturers of the Prizes, or any of their agents, or otherwise for any other problem in relation to a Prize. It is clarified that STAR and/or any of its group companies shall not be responsible for the brand, quality, value etc. in relation to a Prize and the supplier/ manufacturer shall be solely responsible for the same. STAR and/or any of its group companies shall not be held liable for any failure, inaccuracy, and/or any other defect or deficiency in the Contest. Neither STAR nor its group companies shall be liable for any delays or failures in any notifications, or the Contest in general.

5. The Participants agree that Prizes cannot be transferred, negotiated, refunded or exchanged. It is clarified that no other gratification, cash equivalent of the Prize or alternative prize will be awarded to the Winner(s) and the Winner(s) cannot exchange the Prize for cash or a gift of similar value. The Contest or the Prize(s) cannot be combined with any other contest or activity. It is clarified that STAR has no obligation to record the act of collection of the Prize(s) or incorporate it in the Program or mention it in the Program. If the Winner(s) refuses to accept the Prize awarded or refuses to acknowledge the award of Prize by STAR within a reasonable period of time, STAR shall be released from all obligations towards the Winner(s) in connection to the Prize or otherwise.

6. All Entries must be received during the Contest Period. Entries received before or after a Contest Period will not be considered for the Contest and shall be deemed null and void without requirement of any further intimation by STAR.

7. STAR shall not be responsible in the event that any Participant's Entry is not received or the Participant(s) is unable to participate or post his/her Entry due to any network problem, breakdown in machinery or any other technical error of any nature whatsoever. For purposes of the Terms and Conditions, "receipt" of an Entry occurs when the website server records the Entry information upon the entrant clicking "Submit/Post" button. Any automated receipt confirmation does not constitute proof of actual receipt. For the avoidance of doubt, by submitting the Entry, the Participant(s) is representing that the Entry or contents thereof are not confidential or comprise any sensitive personal information.

8. The Participant(s) shall ensure that the Entry being submitted by them is decent and is not immoral, defamatory, abusive, offensive, insensitive, libelous or blasphemous to any person, religious sect or section of the society, etc. The Participant(s) further represents and warrants that the entry being submitted by him/her shall be original and shall not infringe upon and/or contain any material that will infringe upon any third party rights including rights in intellectual property. STAR reserves the right to remove or disqualify any Entries that do not meet these criteria.

9. STAR reserves the right to change the entry system/mechanism and/or cease accepting Entries for the Contest during the Contest Period for any reason or take any other steps in relation to the Contest as it may deem fit in its sole and absolute discretion.

10. STAR reserves the right to disqualify any Participant(s) from participating in the Contest without assigning any reason. STAR reserves the absolute right and discretion to reject any Entry or any part thereof at any stage of the Contest, including after declaring the winning Entry, if STAR: (a) receives any notice or complaint relating to the Entry not being compliant of the Terms and Conditions including alleged to be infringing any form of rights including rights in any form of intellectual property of any third party; or (b) determines at its sole discretion that the Entry *inter alia*: (i) belongs to another person and in which the Participant does not have any rights; (ii) is blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libelous and/or is contrary to any law in force; (iii) is grossly harmful, harassing, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (iv) harm minors in any way; (v) infringes any patent, trademark, copyright or other proprietary rights; (vi) violates any law for the time being in force; (vii) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly

offensive or menacing in nature; (viii) impersonates another person; (ix) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or (x) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. The decision of STAR in this regard shall be final and binding upon the Participant(s).

11. STAR reserves the right to select and declare the Winners of the Contest and such decision declared by and/or on behalf of STAR shall be final and binding on the Participant(s) and the Winner(s). The Winners shall be declared by and/or on behalf of STAR through the Network Handles or any other means announced by STAR.

12. The Winners will be required to submit necessary supporting documentation to establish identity and compliance with contest terms and any applicable laws within timelines specified by STAR to be eligible for any gratification. In the event any person fails to adhere to the instructions, then his/her selection as Winner shall be invalidated. In such a case, STAR shall not be liable in any manner whatsoever and STAR may, at its own discretion, by the prescribed selection criteria choose other Winners instead.

13. The Participant(s)/Winner(s) agrees and consents to the use of the Entry and/or any part thereof by STAR as it may deem fit for the purpose of promotion of the Program and/or STAR and/or any programs on any channels owned or operated by STAR (the “**Network**”). In consideration of the participation in the Contest, the Participant(s)/Winner(s) hereby irrevocably, exclusively, perpetually and for the entire universe assigns all rights, titles and interests in the Entry including any rights of Exploitation thereof, to STAR, during or pursuant to the Contest. “Exploitation/Exploit” shall mean the exploitation of the Entry and/or any part thereof including along with its cognate forms and grammatical variations, and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation adaptation, publication, cutting, editing, and packaging of the Intellectual Property vested in the Entry or any part thereof, either in whole or in part, in any form/format or language, as well as the conversion of the Entry and/or any part thereof from one form/format to another and in relation to the Entry and/or any part thereof, for incorporation in a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations,

dubbing and/or subtitling in any all languages/dialects in the world, converting the Entry into a film for theatrical Exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard or delivered or Exploited through wire or wireless medium including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. The capitalized terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film', 'Performance /Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world). To the extent that the assignment of all rights, title and interest in the Entry and/or any part thereof if any subsisting in favor of the Participant(s)/Winner(s), in relation to future medium or mode of exploitation of the Entry and/or any part thereof is not held valid by operation of law, Participant(s)/Winner(s) hereby grants an irrevocable, exclusive, sub-licensable, perpetual right to STAR and its affiliates for such future medium or mode of exploitation of the Entry and/or any part thereof as may be developed in the future, for the entire world. Notwithstanding the above, the Participant(s)/Winner(s) hereby agrees that the Participant(s)/Winner(s) shall not assign or in any other manner transfer the Entry including and/or any part thereof for such means and modes of Exploitation of the Entry and/or any part thereof, which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to STAR without offering for assignment such modes or means of Exploitation of the Entry and/or any part thereof for the entire world and perpetuity to STAR. The Participant(s)/Winner(s), agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of Exploitation of the Entry and/or any part thereof to any third party in breach of the such obligation herein, anywhere in the world shall be null and void. Further, STAR may Exploit the Entry and/or any part thereof at any time it chooses, and it is expressly agreed by the parties that Section 19(4) of the Indian Copyright Act, 1957 does not apply to this Agreement. The Participant(s)/Winner(s) waves off his "Moral Rights" with respect to the Entry and/or any part thereof as required. The Winner(s) shall do all acts and execute all documents in such manner and at such location as may be required by STAR in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to STAR herein.

(II) GENERAL RULES:

1. The Participant(s) must be above the age of 18 years and must be residing within the territorial limits of India during the Contest Period. The Participant(s) should not have any criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest. Proof of age, if requested, of the Participant (s), Winner(s), in the Entry must be submitted to STAR (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate/ any other document) as may be required by STAR to confirm the eligibility of the Participant(s).

2. Participant(s) shall provide such information as may be required by STAR from time to time. Any incomplete submission will be considered invalid for the purpose of the Contest. STAR also reserves the right to disqualify a Participant(s) in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant at any point in time during the Contest Period including after a Winner has been declared for the Contest.

3. STAR reserves all rights to make amendments to the existing Terms and Conditions or withdraw, vary, amend or terminate the Contest, without giving prior notice or reason. It shall be the sole responsibility of the Participant(s) to check the rules and regulations of the Contest on <http://www.starsports.com/terms-conditions/index.html>. Non-conformance by the Participant(s) to any the Terms and Conditions will make such Participant's Entry/ies null and void.

4. The Participant/ Winner acknowledges that in case the conduct of the Contest cannot be fulfilled due to any reason, including reasons beyond the control of STAR such as war, industrial action, flood or any act of God, then STAR shall not have any liability in this connection.

5. STAR and/or their employees are in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental and/or emotional trauma caused to the Participant(s)/ Winner(s) in any manner whatsoever, in connection to the Contest.

6. The Winner(s)/Participant(s) shall hold harmless and indemnify STAR, their employees, officers, directors and/or any other person from and against any suits, actions, proceedings, causes of action, litigation, injury, damage, harm, loss, damage, liability, award, costs or expenses that may arise in connection with any act of the Participant(s)/Winner(s) and/or Entry including any third party rights claims with respect to the material submitted by the Participant(s)/Winner(s).

7. The Participant(s) and/or the Winner(s) shall not in any circumstances make any claims against STAR, arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults (directly or indirectly), to the Participant(s) and/or the Winner(s) participation or non-participation in the Contest or any related activity. If any Participant or Winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions, the corresponding entries will be disqualified. STAR shall not be liable for any direct, indirect, consequential, special, exemplary or punitive damages or losses in connection with this Contest.

8. Employees of and/ or consultants of STAR and/or persons hired on contract by STAR, the sponsor, and the members of their immediate family, are ineligible to participate in the Contest.

9. By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner(s) has waived his/her right to raise any dispute with regard to the Contest and/or the Prize, in any manner whatsoever and has understood and accepted these Terms and Conditions and the Privacy Policy incorporated herein by reference and unconditionally accepts and agrees to comply with and abide by the Terms and Conditions. In the event of any fault, misunderstanding or dispute concerning any part of the Contest the decision of STAR shall be final. Each Participant hereby acknowledges and agrees that the relationship between the Participant(s)/Winner(s) and STAR and its group companies is not a confidential, fiduciary, or any other special relationship.

10. The Participant(s)/Winner(s) of the Contest agrees that if so required by STAR, he/she shall make himself/herself available from time to time and co-operate with STAR and participate in any activity and/or campaign ("**Promotional Activity**") of any nature and on any platform whatsoever

without any money payable to the Participant(s)/Winner(s). Further, the Participant(s)/Winner(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever and shall not do any act either directly or indirectly during such Promotional Activity which may bring STAR or any of its group companies into public disrepute or denigrate any of the preceding, or offend any community or public morals. In all public appearances the Participant/Winner shall use her/his judgment in general demeanor and choice of language to create an atmosphere which would be conducive to the services and/or promotion of the Program and/or the Network and/or any channel on the Network. The Participant(s)/ Winner(s) agrees that the footage/ picture/ photograph of the Participant(s)/ Winner(s) used during the course of the Contest or for the purpose of the Contest shall vest with STAR, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity and STAR may exploit the same in any manner and in any media whatsoever at any time throughout the world whether by itself or through its group companies. The Participant agrees and consents to the use of any text and/or information and/or any photograph and/or image and/or visual recording and/or other components of his or her Entry on any platform as STAR may deem fit for the purpose of promotion of the Program and/or the Network and/or any channels forming part of the Network.

11. These Terms and Conditions shall be construed and governed in accordance with the laws of India and exclusive jurisdiction over all matters arising out of or in relation hereto shall vest in the courts of Mumbai, India.

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