

## **TERMS AND CONDITIONS**

### **Nickelodeon golden tickets to USA contest ("Contest")**

1. This Contest is organized by Viacom18 Media Pvt. Ltd. ("Organizers") and is open to all ("Participants") for participation:
  - a. citizens of India
  - b. Person who are between the age group of 2 years to 16 years of age as on the date of the Contest
  - c. are viewers of the channel "Nickelodeon" ("Channel")
  - d. who are mobile/landline subscribers of Airtel, Vodafone, Aircel, Idea, BSNL, MTNL Mumbai, Jio, Loop and Tata ("Service Providers") and
  - e. Participation by minors will be deemed as participation with the prior consent and knowledge of the Participant's parents.
2. To participate in the Contest, a Participant needs to watch "Nickelodeon" everyday from Monday to Friday between 6.00 pm and 7:30 pm during the Contest Period and answer the question(s) correctly from the multiple options that shall be provided on the Channel during the Contest Period (as defined hereinafter) as per methods provided hereinbelow. The question(s) may vary every day during the Contest Period and the Participants may participate more than once on daily basis to increase their chance of winning.
3. **Modes of Participation:** The Participant can answer the questions in one of the following methods:
  - i. Via SMS, by sending an SMS 'Nick'<space> Option A or Option B or Option C or Option D <space> Your Name to 56882 through their respective mobile Service Providers. The number of options provided may vary for each question and the Participant will have to send the SMS with the correct option accordingly.
  - ii. Via IVRS by dialing IVR number DIAL 5056882 from Vodafone, Aircel, Airtel, Idea, Reliance, Tata mobile & Airtel Landline and DIAL 1255568 for BSNL and MTNL landline/mobile.
  - iii. By logging on the Nick India webpage - '[www.nickindia.com](http://www.nickindia.com)' for participating and posting the answers on the webpage as per instructions provided therein.
  - iv. By logging on to the Channel's Facebook page at the url [www.facebook.com/nickindia](http://www.facebook.com/nickindia), clicking on the Contest post contained therein and submit their answer(s) to the Contest question(s), along with providing their name, e-mail address, phone number and complete address in order to complete the submission.
4. **Contest Period:** The Contest shall commence from 6.30 PM on May 1, 2018 and shall conclude at 11.55 PM on May 31, 2018 or on such date as decided by the Organizer ("**Contest Period**"). Any entries received after the Contest Period shall not be entertained and shall be considered ineligible for the Contest.
5. **Date of Announcement of Winners:** All the Winners shall be announced on June 15, 2018 or on such date as decided by the Organizer ("**Date of Announcement of Winners**")
6. **Selection of Winners:** At the end of the Contest Period, from amongst the Participants who have submitted the entries in the manner provided in the "Mode of Participation" and have complied with the terms and conditions stated herein, Organizers shall select total 3 (Three) Participants on first come basis, as determined at the sole discretion of Organizer, who have answered the maximum questions correctly, as the winners of the Contest ("**Winners**").

Before being declared and announced as the final Winners, the shortlisted Winners will be announced by Organizer on the Channel (or such other platform as determined by Organizer at their sole discretion) and such shortlisted Winners shall be required to immediately provide the Organizers with such information (for themselves as well as their Companions, as required by Organizer) as asked for by the Organizers (including mobile number, e-mail address, residential address etc) and also the following documents within 24 hours of such request by Organizer or such shorter period as communicated by the Organizer: a) PAN card b) valid Passport c) Proof of citizenship– Aadhar card / Election card/Passport/ permanent Driver's License d) copy of NOC/consent of guardian e) such other documents as may be required by the Organizer from time to time, in such manner as required by Organizer. Upon verification of the documents submitted by the shortlisted Winner(s) to the satisfaction of the Organizer, Organizer shall announce the final Winners(s) on the Channel or such other platform as decided by the Organizer at its sole discretion. For sake of clarity, shortlisted Winner(s) will be considered as final Winner(s) only when he/she has been specifically declared as a Winner by the Organizer and not merely when he/she has been contacted by Organizer or has been announced as the shortlisted Winner(s).

**7. Prize Gratification Details:**

- a. The Winners declared by the Organizers would be entitled to win the prize as below:
    - i. **Trip to 'Nickelodeon Universe' in Minnesota:** Each Winner along with their 2 (two) Companions shall get a 3 (three) nights and 4 (four) days trip to Minnesota, in the United States of America which will include the one-time opportunity to visit the 'Nickelodeon Universe' in Minnesota ("**Prize**"). The date and time of the trip to Minnesota and the date and time of visit to the 'Nickelodeon Universe' in Minnesota shall be informed by Organizer and shall be decided at the sole discretion of Organizer.
  - b. Each Winner understands that entitlement to the Prize shall be subject to strict compliance of terms and conditions hereunder or otherwise specified by Organizers from time to time.
  - c. For the purpose of this Contest, 'Companion' shall be legal parents of the Winner who are citizens of India as on the date of the Contest.
8. The Organizers shall bear the cost of each such Winner's and the 2 (Two) Companions accompanying such Winner's return flight to Mumbai in economy class, stay at hotel at such place in Minnesota subject to availability and as may be decided at sole discretion of Organizer for 3 (three) night and 4 (four) days, ticket cost for 1 (One) day visit to the 'Nickelodeon Universe'. The Winner shall be solely responsible to organize and bear all other costs such as Visa, insurance, local transport including but not limited to transportation to and fro from the place of residence of the Winner till the airport in Mumbai etc. The Organizer shall not be responsible for any day on which the trip is extended or any additional personal expenses undertaken by any Winner and their parental guardian. The Winner will have to arrange for their Visas to travel and the Organizers shall provide the Winner with a "Winner" letter for processing the Visa. In case of rejection of Visa or any other hindrances to travel, the Organizer shall not be held responsible in any manner whatsoever. In the event, the airlines in which the Winner is booked on, is cancelled and/or delayed, the Winner shall not have the right to claim any damages or monies from Organizers. If the flights to United States of America are cancelled and/or withdrawn, then the Winner's right to the Prize shall be withdrawn and/or cancelled. Once all the bookings are made, the Winner shall not be able to cancel the journey. In the event, the Winner(s) wishes to cancel the air tickets or bookings made in the hotel or any activities pre-

decided by Organizers, all the cost(s), charges and expenses for cancellation shall be solely borne by the Winner(s).

9. After the Winners are announced, each Winner is required to approach the Organizer along with his/her guardian, in a manner, informed by the Organizer, within 24 hours of announcement and confirm the acceptance of the Prize along with providing requisite details as may be required by the Organizer. The Winner and each Winner's authorised guardian, Companion may also be required to sign a release letter in the format required by the Organizer and any confidentiality and release agreement and/or any other documents and writings, as may be required by the Organizer and/or its parent, subsidiary, and affiliate companies in relation to the Prize (as defined hereinafter). The Organizer may either forfeit the Prize or announce another Winner in place of the originally announced Winner if:
  - a. the documents or details of the Winner, Companions are not correct in the opinion of the Organizer; or
  - b. documents so required are incomplete, misleading or untrue; or
  - c. the Winners and their respective guardians, Companions do not have valid passports or such other documents as may be required for the purpose of the Prize;
  - d. the Winner and respective guardian, Companions do not sign the confidentiality, release letter or any other documents required, if any, by Organizer in relation to the Prize; or
  - e. if the Winner do not approach the Organizer at the contact details provided by the Organizer, within 24 hours of the announcement of the Prize or such other timelines as required by Organizer.
10. The charges applicable for use of SMS shall be premium rates (maximum of Rs. 3/-) as charged by respective Service Provider. The charges for IVR usage shall be premium rates (maximum up to Rs. 5/min for BSNL/MTNL and maximum upto Rs. 6.99/min for other service providers). SMSes/ IVRs originating from a particular number shall be deemed to be from the owner of the number. All other incidental costs, if any, including the internet charges etc that may arise from participating in the Contest will be borne by the Participant. The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of the SMS usage charged by the Service Provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the Service Provider without involving Organizers.
11. All other costs and expenses including food and beverages, and any other costs and expenses not specifically covered by the Organizer and not set out herein shall be solely borne by the Winners/Companion and their respective parental guardians and no monies will be reimbursed by the Organizer, for any reason whatsoever. All incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant solely.
12. For the purpose of clarification and avoidance of doubt, the Prize does not include any personal expenses of the Winner/Companions and their guardians and the Winner shall be responsible for any additional expenses/incidental expenses required to be incurred to avail the Prize and/or incurred otherwise.
13. Notwithstanding anything stated herein, any person who has won any one or more contests organized by or for the channels Nick, Sonic, Nick Jr. and / or Nick HD+ in the immediately preceding 24 (twenty-four) months, shall not be eligible to win the Contest. Further, only one person per family shall be eligible to win the Contest subject to compliance with the terms and conditions of the Contest. In the event that there are multiple Winners from any one city/town,

the Organizer shall in its sole discretion, select only 1 (one) Winner from each city/town in accordance with selection mechanism set out in these Contest Terms and Conditions.

14. The Winner expressly agrees that in addition to these terms and conditions the Winners shall comply with any terms and conditions that may be stipulated by Organizer and/or its parent, subsidiary, and affiliate companies in relation to the Contest, any airline carrier regulations, and hotel policies etc.
15. The Winner and respective guardian and Companions undertakes to perpetually maintain confidentiality of all materials and information relating to the programming details, strategy, visit to any Organizer's offices or locations where Organizer programs are produced, and any other details that may come to the Winners, Companions and the guardians knowledge with respect to the Prize including without limitation, photographs, artwork, images, scripts, plots, dialogue, themes, programming strategy, internal discussions, etc.
16. The Winner hereby represents and warrants that he/she and their Companions will comply with all the Rules associated with the Contest including but not limited to the Terms & Conditions mentioned herein, and on [www.nickindia.com](http://www.nickindia.com) and other terms and conditions associated with the Prize, and that the Winner shall personally be liable for any breach thereto.
17. In the event of unforeseen circumstances beyond the control of the Organizer, and the Prize not being made available to the Winner, or the visit to the Nickelodeon Universe being cancelled, the Winner shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest the Winner waives his/her right to make any such claims against the Organizer.
18. The Participants acknowledge that they or their Companions do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Contest.
19. The Winner acknowledges that the Organizer shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to him/her or to their Companions, either before, during or after the collection of the Prize; or while traveling to and fro Minnesota or to and fro the Nickelodeon Universe; and will not be attributed to the Organizer and the Organizer shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
20. If the Winner is found to be causing any disturbance or disruption before, during or after the visit to Nickelodeon Universe or at any other time, then the Organizer and/or its affiliates shall have the right to immediately remove, disqualify or direct the Winner to leave the location, failing which the Organizer's representative shall forcefully remove the Winner from the location. Any claim or damage for the same will neither be entertained nor compensated by the Organizer.
21. The Prize shall not be transferable, negotiable and/or redeemable for cash. No request shall be entertained by the Organizer in this behalf. Only the Winner and no other person can claim the Prize for or on behalf of the Winner.
22. The Participants/Winner(s) acknowledge that the Organizer shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Participants/Winner(s) in participating in the Contest, and the Participants/Winner(s) shall be absolutely responsible and solely liable for the

same. Prize not honored as required or otherwise not claimed within twenty-four (24) hours after notification or otherwise if the Winner is not available on date, time and venue as indicated by the Organizers, the Prize will be forfeited and awarded to an alternate winner unless otherwise stated. No request shall be entertained by the Organizers in this behalf and Organizers decision shall be final.

23. The Participants shall not be entitled to win the Prize simply by the reason of participating in the Contest or answering correct answer. Further, the Winners so selected shall be entitled to win the Prize as set out hereinabove. The selection process may be revised and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection. In the event there is a tie between two participants as final Winner, then the same shall be resolved through a random draw.
24. The Participants hereby agree and undertake that mere announcement/declaration of being announced as Winner(s) shall not entitle them to the Prize. Only upon complying with all Rules mentioned herein, to the satisfaction of the Organizer, shall the winning be validated.
25. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize/s, shall be payable by the Organizer of the respective prize/s.
26. The Organizers shall not be responsible for the quality or deficiency etc. of the Prize/s and no claim or request, whatsoever, in this respect shall be entertained by the Organizers.
27. Employees of the Organizers and/or their associate and affiliate companies/ concerns and/ or Sponsors will not be qualified for winning any Prize/s in the Contest.
28. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Contest and/or the Prize for the Contest and/or the Winners/Companion and/or the duration/ timing of the Contest, at any time at their own discretion and without any prior notice and without assigning any reason.
29. The Winners shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/s from any party whatsoever.
30. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizers.
31. The Participant acknowledge that he/she will not hold the Organizers 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.
32. The Organizer shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the Contest Period; or for prizes not reaching the Winner(s) due to any reasons; or for any reasons beyond the control of the Organizer.
33. The Organizer 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. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Viewer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

34. Under no circumstance, unless due to willful misconduct or gross negligence, shall the Organizer 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 the Organizer 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 the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
35. The Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her (including that of his/her Companion) name, photographs, video tape taken during the prize distribution in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants further knowledge or consent.
36. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
37. It is the Participants' responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate in order to be able to receive the gratification/ notification in time.
38. Winner hereby acknowledges that all terms and conditions of this Contest (to the extent applicable) shall become applicable to the Companion and Winner shall be solely responsible to ensure that the Companion complies with the all the terms and conditions.
39. In order to avail the Prize the Winners must provide appropriate and credible government ID proof as required by Organizers and sign a release form as may be required by the Organizers. In the event the Winner does not present a credible government ID, the Winner shall no longer be entitled to the Prize and the Organizers may select another winner. The Organizers may in their sole discretion courier the Prize to the Winners if they so deem fit on the cost and expense of the Winners. The manner of delivery of the Prize shall be at the sole discretion of Organizer however all costs towards such delivery shall be borne by the Winner.
40. Participation herein is optional and voluntary at the sole discretion of the Participant and Participation in this Contest implies acceptance and compliance of all the Terms & Conditions of the Contest. Acceptance of the Prize/s by the Winner constitutes permission for Organizers, and its affiliates to shoot videos, click photographs of the Winner/s and use the Winner's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

41. In case of any dispute or difference in respect of this Contest, the decision of the Organizers shall be final and binding on all concerned.
42. This Contest shall be governed by the laws of India and shall be subject to jurisdiction of competent court/s at Mumbai alone.
43. The decision of the Organizers in connection with the Contest will be final & binding and is non-contestable.

---

**REST OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

---