## **Entry Terms for "Disney & Me Contest"**

As on 11thDecember, 2018

NO PURCHASE NECESSARY. Please read these entry terms ("Entry Terms") before entering the 'Disney & Me Contest' ("Contest") conducted by UTV Software Communications Limited ("Company"). By participating in the Contest, you agree to be bound by these Entry Terms and represent that you satisfy all of the eligibility requirements set out herein below:

- 1. Entry to the Contest is open to adult Indian citizens that are residents of Mumbai and Thane, who is the parent of a child between the age of 4 years and 10 years ("Participant(s)") and has a valid Instagram account. Participant may participate in the Contest only through a single entry during the Contest Period (as defined below) in the manner as set out below. Directors, officers and employees of Company, or its affiliate companies, subsidiaries, agents and immediate families of each are not eligible to enter the Contest.
- 2. Participation in the Contest shall be open and valid only from December 11, 2018 at 11:00 A.M. till December 13, 2018 at 4:00 P.M. ("Contest Period"). Company may alter the duration of the Contest Period at its sole and absolute discretion.
- 3. The Contest shall comprise of the following:
  - (1) Round 1 of the Contest ("**Round 1**"):
    - (a) Participant may enter the Contest by correctly answering the multiple choice question from the options provided therein (each, a "Post") during the Contest Period, on the official Instagram account, viz. <a href="https://www.Instagram.com/disneyindia">https://www.Instagram.com/disneyindia</a> ("Instagram Page") and provide the answer in the form of a comment on such Post on the Instagram Page, during the Contest Period.
    - (b) The first twenty (20) Participants who provide correct response to the Post during the Contest Period shall be selected by Company as winners of Round 1 ("Round 1 Winners").
    - (c) Round 1 Winners shall be intimated via a private message in their Instagram inbox. Round 1 Winners shall be required to furnish such information as required by Company for the purposes of verification of identity and eligibility criteria. The decision of Company shall be final and binding and no correspondence shall be entertained by Company in this regard.
    - (d) Round 1 Winners will get a chance to win a Disney goodie bag ("Round 1 Prize").
    - (e) Upon compliance of the aforesaid to the satisfaction of Company, the Round 1 Winners will be eligible to participate in Round 2 of the Contest.

## (2) Round 2 of the Contest ("Round 2"):

- (a) Upon submission of the requisite information by Round 1 Winners to Company, Round 1 Winners will be required to be present in person along with their child (whose details have been provided to Company) at such time, on such date and at such place as may be intimated by Company ("Venue").
- (b) At the Venue, the child of the Round 1 Winner will be asked a question and Company shall select a minimum of four (4) and maximum of six (6) children ("Round 2 Winners") who will get an opportunity to open the "Disney & Me" store which is owned and operated by DLF Brands Private Limited ("DLF") on such date and at such location as determined by Company and an opportunity for a magical Disney experience as may be determined by Company and details of which will be provided to the Winners of Round 2 ("Round 2 Prize").
- (c) Round 2 Winners of the Contest will be selected by the Company, in a manner as determined by Company at its sole and absolute discretion. The decision of Company shall be final and binding and no correspondence shall be entertained by Company in this regard.

(Round 1 Winners and Round 2 Winners are hereinafter collectively referred to as "Winner(s)" and Round 1 Prize and Round 2 Prize are hereinafter collectively referred to as "Prize(s)").

- 4. The Participant agrees that Participant's entry to the Contest is subject to, and acknowledges that such entry shall be wholly compliant and consistent with, the Instagram Terms of Service.
- 5. **Restrictions and Exclusions for Prize(s)**. The Prize(s) is non-transferable and shall not be exchanged for cash. Prize(s) returned as undelivered or otherwise not claimed/availed within two (2) days after delivery of notification shall be forfeited and may be awarded to an alternative Participant. Company reserves the right to substitute the Prize(s). The Prize(s) shall be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). In the event the Winner(s) do not accept or agree to these Entry Terms, the Prize(s) shall remain with Company, and Company, in its sole discretion may offer such Prize(s) to an alternative Participant.
- 6. **Disclaimer**. Company, Facebook, Inc. ("**Facebook**"), or any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Company; or (d) any printing or typographical errors in any materials associated with the Contest. Company reserves the right to remove any Post or other material from the Disney India Instagram Page that Company considers, in its sole discretion, to be off-topic, inappropriate or objectionable.
- 7. **Participant Information**. At the Participant's option, the Participant hereby authorizes and consents to the use of Participant's and their participating family members personal or sensitive personal information/data, ("**Data**") by Company including its affiliates, agents, representatives, advisors or subcontractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary including for, distribution of any Prize(s) to the Winner(s), if applicable, pursuant to these Entry Terms. Participant understands and acknowledges that (i) the Data is Participant's and their participating family members personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) the Data may be transferred by Company or the Authorized Entities, for such lawful purposes as may be deemed necessary pursuant to these Entry Terms. The use of the Data by Company shall be governed by the provisions of the global privacy policy including its addendum as applicable to Indian residents, available at <a href="https://www.disney.in">www.disney.in</a>. By participating in this Contest, Participants agree and accept to be bound by the terms thereof.
- 8. **Miscellaneous.** Participants agree to be bound by these Terms and by the decisions of Company, which are final and binding in all respects. Company reserves the right to change these Entry Terms at any time, in its sole discretion, and to suspend or cancel the Contest or any Participant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Company's control affect the administration, security or proper conduct of the Contest or Company otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Participants who violate or do not comply with the Entry Terms, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Company, the Contest or any other Participants (in each case as determined in Company's sole and absolute discretion) are subject to disqualification. Company reserves the right to exclude Participants whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest.

- 9. **General Release.** By entering the Contest, Participants on their own accord and on behalf of their participating family member indemnify Company, Facebook, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies 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. Participant understands that this Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.
- 10. **Governing Law and Dispute Resolution.** These Entry Terms (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Entry Terms) shall be governed by, and construed in accordance with, the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.
- 11. None of the above paragraphs limits any other.