

## **TERMS AND CONDITIONS FOR THE HOME OF TENNIS CONTEST**

### **A. ACCEPTANCE OF TERMS AND CONDITIONS**

1. These terms and conditions ("***Terms And Conditions***") govern the conduct of the contest namely, "The Home of Tennis" ("***Contest***") which is conducted by Culver Max Entertainment Private Limited and/or its affiliates ("***CME***" and /or the "***Company***") on the second screen , namely, 'Sony Liv' ("***Platform (s)***").
2. You acknowledge and agree that the following terms and conditions constitute a legally binding agreement (hereinafter the "***Agreement***") between you (and CME and/or its affiliates. You represent and warrant to CME that you have read and understood the Terms and Conditions and agree to abide by the Terms and Conditions and that you have the legal capacity to enter into this Agreement.

### **B. ELIGIBILITY FOR PARTICIPATION IN THE CONTEST**

1. This Contest will be open for participation for a period of 15 (Fifteen) days starting from on January 14, 2024 and ending at 11:59 PM on January 28, 2024 ("***Term***") in India only ("***Territory***").
2. This Contest is open only to individuals ("***Participant***"/ "***You***"/ "***Your***") of 18 years and above, being citizens of India and residing in India, during the Term as on January 14, 2024.
3. The Contest is open for residents of India only who access the Platform from an India IP address. For purposes of clarity, an Indian resident accessing the Platform from a foreign IP address may not be able to participate due to the Contest being geo-blocked outside India.
4. Non-resident Indians are not eligible for participation in the Contest even if they participate by accessing the Platform from an India IP address.
5. This Contest is strictly governed by the laws of India including the privacy laws of India.
6. The User must have attained the age of 18 (Eighteen) years to participate in the Contest.
7. Employees, agents, and promoters (including their immediate family members) of CME and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
8. The Participant hereby represents and warrants that:

- i. He/ she/they is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Participant.
- ii. he/she/they is an adult citizen of India, residing in India and entitled to enter into a valid agreement. The Participant acknowledges that he/she/they has voluntarily chosen at his/her free-will and own wish to submit the entry.

**C. ABOUT THE CONTEST AND HOW TO PARTICIPATE**

**Home of Tennis** (herein after referred to as "**Contest**") is hosted by CME and/or its affiliates in connection with tennis, tennis tournaments held across the world and players, the Contest shall be live during the ("**Event**") on the Terms and Conditions as stated hereunder:

1. The Contest shall be hosted on the Platform. The Contest will be held on each day ("**Period**") on the Platform.
2. During each day of the Period stated above, the Users shall be required to login/sign up/register to the Platform and participate in the activity specified below:

<b>Activity Name</b>	<b>Activity Details</b>
<b>Home of Tennis</b>	Users are required to answer 1 (One) multiple choice question listed on the Platform.

The entries submitted by the User for Activity on each day of shall be collectively referred to as "**Entry(ies)**".

The User can submit only 1 (one) Entry for each day of the Activity.

3. CME and/or its affiliates shall not be responsible for any technical disruption and/or failure/ server problems and/ or any other difficulties of such nature, due to which the User is unable to submit the Entry on the Platform and/or participate in the Contest.
4. Incomplete and/or the Entries submitted after the Period shall not be considered and shall be considered as null and void. CME may also exclude at its discretion Entries that it deems unfit for exploitation.

5. CME reserves the right to disqualify any User from participating in the Contest without assigning any reason. The decision of CME and/or its affiliates in this regard shall be final and binding upon the Users.
6. At the end of each day of the Contest, CME and/or its affiliates shall select one (1) winner for each day, which shall be picked by an auditor appointed by CME and/or its affiliates determined based on a randomizer as well as the time of submission of the Entries ("**Winners**") on such day. The Company reserves the right to delay the announcement of any Winner in its sole discretion.
7. CME and/or its affiliates reserves the right to select the Winner(s) of the Contest and such decision shall be final and binding on the Users. The Company reserves the right to delay the announcement of any Winner in its sole discretion.
8. Each Winner(s) of the Contest shall stand a chance to win 1 (one) tennis merchandise ("**Prize**") ,as may be notified by CME,. Any and all taxes and/or levies applicable under the laws of India shall be borne by the Winner(s) in relation to the Prize.
9. The User/participants shall ensure that the Entries:
  - i. shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights. The User shall indemnify CME and/or its affiliates or, its officials, employees, representatives against any claim, loss, damages and liability arising as a result of infringement of third party intellectual property rights;
  - ii. is not harmful, harassing, blasphemous, defamatory, obscene, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever;
  - iii. does not harm minors in any way;
  - iv. does not violate any law for the time being in force;
  - v. does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - vi. does not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
  - vii. shall not create any liability for CME or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders.
10. In the event of any discrepancy as to the date and/or the time of receipt of Entries, CME shall have the final decision in resolving such discrepancy.

11. CME assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. Users are responsible for obtaining access to the Platform.
12. User agrees and understands that when using the Platform, the User may be exposed to entries from a variety of sources and users, and that CME and/or its affiliates are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such entries. User further understands and acknowledges that he/she/they may be exposed to entries that are inaccurate, offensive, indecent, or objectionable, and he/she/they agrees to waive, and hereby do waive, any legal or equitable rights or remedies he/she/they has or may have against CME with respect thereto, and agree to indemnify and hold CME its owners/operators, or any of its affiliates or affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to his/her/their access to or use of the Platform.

D. **TERMS AND CONDITIONS TO CLAIM THE PRIZE**

1. To claim the Prize, the Winner must have valid proof of identity, age and address or any other document (such as vendor registration forms, PAN, Passport, etc.) as may be required by CME and/or its affiliates at its sole discretion.
2. The name of the Winner(s) will be announced on the Platform as per the timeline stated in Clause C (7) above. The Winner(s) shall also be intimated of their selection as the Winner on their registered email address through an official communication email. Within a period of 20 (Twenty) hours, the Winner(s) will have to reply to such official communication with their Name, Telephone No, Postal Address, E-Mail Address & copy of Photo ID Proof (issued by Government authority), ("**Contact Details**"), failing which CME and/or its affiliates may select another Winner. Upon receiving the mailing address, CME and/or its affiliates shall courier the Prize to such mailing address of the Winner only once. In the event, successful contact with the Winner is not established (i.e. in case the message is not delivered, the Winner does not see the message and fails to provide the Contact Details revert within 20 hours), that Winner shall not be considered for the Prize and CME and/or its affiliates may choose any other Winner at its sole discretion.
3. The Prize will be sent via courier to the address provided by the Winner upon successful contact by CME.
4. CME and/or its affiliates shall not be liable for any defect in the Prize and makes no representation and/or warranty regarding the Prize and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty or merchantability or fitness of the Prize for a particular purpose.
5. The User/Participant can win only once in this Contest. Any subsequent wins (if declared) will be automatically void.

**E. OTHER TERMS AND CONDITIONS**

1. By participating in the Contest, each User agrees to follow these Terms and Conditions and to be bound by any decisions made by CME and/or its affiliates in its sole discretion, including any interpretations of the Terms and Conditions.
2. CME including their divisions, affiliates and subsidiaries, and their respective agents, and representatives, owners, distributors, retailers, and advertising/promotion agencies, are not responsible for any loss of entries for any reason whatsoever including, due to any problems caused, service providers, technical disruption and/or failure/ server problems and/ or any other difficulties for entries received after the deadline. Entries are void if unreadable, inaccurate, and incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions.
3. CME and/or its affiliates reserves its right to select and declare or not to declare the Winner if no contestant has submitted entries upto the satisfaction of CME and/or its affiliates. Decision of CME and/or its affiliates in this regard is final and no correspondence in this regard will be entertained.
4. While accepting the Prize, the Winner, as applicable, may be required to sign an "indemnity and release of claims" form provided by CME and/or its affiliates, as the case may be, which shall release CME and/or its affiliates of all liability. Failure to complete and sign any documents requested by CME and/or its affiliates may result in disqualification and selection of an alternate Winner. All decisions of CME are final in this regard.
5. Mere participation in the Contest does not entitle the User(s) to win a Prize.
6. The Prize will be awarded to the Winner, pursuant to verification of key documents and in accordance with these Terms and Conditions. The risk and title in the Prize vests in the Winner upon CME and/or its affiliates' dispatch of the Prize.
7. CME does not provide any implied or express warranties or guarantees with respect to usability and sizes (in case of apparels) of the Prize.
8. Prize is not transferable, assignable or exchangeable. The Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Winner and no other person or agent, may claim the Prize.
9. CME has the right to substitute the Prize with other prize of similar or equal value, as determined by CME in its sole discretion.
10. CME reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest at any time without any prior notice. By entering into the Contest, the User agrees to such amended terms.
11. CME 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. CME makes no representations and disclaims all express, implied, and statutory warranties of any kind to the User and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.

- 12.** Under no circumstance, unless due to willful misconduct or gross negligence, shall CME and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the User and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The User 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 CME and/or their directors, employees, officers, affiliates, or subsidiaries to claim any damages or relief in connection with the Contest.
- 13.** By entering into the Contest, the User waive all copyrights, rights of publicity and any related rights and consents to CME and/or its affiliates' right to picture, tape or portray him/her/them as a Winner, and to exhibit this material including his/her/they Entry in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Winner also consent to CME and/or its affiliates' right to use his/her name, voice or picture, or the content of his/her Contest Entry(ies) (collectively, the "**Publicity Rights**").
- 14.** Under no circumstance shall CME including the Digital Platform and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the contestant/user and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if CME and/or its affiliates has been advised of the possibility of such damages.
- 15.** Non-conformance by any User of the Contest will result in immediate disqualification of the User from participation or winning the Prize.
- 16. Privacy Policy:** This Contest requires the User to provide the following information only i.e. name, email id, address and mobile number ("**Personal Identifiable Information**"). The Personal Identifiable Information is requested to process the results of the Contest (for example, identifying entries, etc.), declare and inform the Winner of the Contest. Save and except for the Winner of the Contest, Personal Identifiable Information is not retained by CME and its agencies under any circumstances and is deleted from all of our records within forty five (45) days of completion of the Contest, declaration and disbursement of gratification of the Contest. It is clarified that CME does not use the Personal Identifiable Information for any purpose except for processing the results of the Contest, declare and inform the Winner of the Contest.
- 17.** Providing information to CME and/or its affiliates is your choice. By clicking on the Contest tab, you agree to allow us authorized use of your information and you agree to abide by the Terms and Conditions of the Contest.

- 18.** Unfortunately, the transmission of information over the Internet is not completely secure. Although CME and/or its affiliates strive to protect your personal data, CME and/or its affiliates cannot guarantee the security of your data while it is being transmitted to our site; any transmission is at your own risk.
- 19.** CME and/or its affiliates reserves the right to change the Terms and Conditions of this Contest and to alter or terminate the Contest at any time.
- 20.** The decisions of CME and its representatives and/or its affiliates shall be final and binding on all aspects of the Contest.
- 21.** The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
- 22.** Your participation in the Contest by submitting the Entries will be construed as an acceptance of the above stated Terms and Conditions.
- 23.** Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line-failure, destruction, unauthorized access to, or alteration of entries. Company shall not be responsible for any problems or technical malfunction of any telephone, telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by Company on account of any technical problems or traffic congestion on telecommunication service provider's network / system, the internet or at any web site, or any combination of them, including any injury or damage to any Participant's or any other person's computer related to or resulting from participation or downloading any content or material for the Contest.
- 24.** This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of the Company ("**Force Majeure Event**"). Company shall be not liable for any delay or adverse effect caused to the Participants in the Contest including the Winners as a result of a Force Majeure Event.
- 25.** Regardless of location of Participant/Winner, all activities in relation to Contest, these Terms and Conditions of Contest and any disputes arising from or in relation to Contest or to participation in Contest or interpretation of these terms shall be governed exclusively by the laws of India (including tax laws, rules and regulations as may be applicable from time-to-time). Each Participant agrees to submit to the exclusive jurisdiction of the courts of law at Mumbai.
- 26.** All interpretations of the Terms & Conditions by the Company, and the Company's decisions in relation thereto, shall be final and binding upon the Participant and the Participant hereby waives his/her right to initiate any legal proceedings within the World including India .

- 27.** Company, its affiliates, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Web-site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Participant's ability to participate or vote, including any injury or damage to Participants or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Company and its organizers are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected entries, which will be disqualified. organizers shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all entries (provided, however, that Participants acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).