

Entry Terms for “Disney XD - Fatak Patak Contest”

As on December 1, 2017

NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the ‘Fatak Patak Contest’ (“Contest”) conducted by Disney Broadcasting (India) Limited (“DBIL”). 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. **Eligibility.** Entry to the Contest is open to children between the ages of 4 (four) and 14 (fourteen) who are Indian citizens and residents (“**Participants**”). Directors, officers and employees of DBIL or any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, sponsors of the Contest, including but not limited to associate vendors and immediate families of each are not eligible to enter the Contest.
2. **Entry mechanism.**
 - a. During each Sunday between December 10, 2017 and December 31, 2018, (i.e. December 10, 2017, December 17, 2017, December 24, 2017 and December 31, 2017) during the Contest Period (defined below), astons with alienoids and unique toll free numbers (each a “**Number**”) will be displayed on the television channel of DBIL known as “*Disney XD*” (“**Channel**”), during the airing of 4 (four) animation motion pictures of the ‘*Fatak Patak*’ series (each, a “**Movie**”).
 - b. Participants may enter the Contest by correctly spotting the alienoid character displayed on the aston during a Movie and give a call on the Numbers only through a mobile number. It is clarified that landline users will not be eligible to participate in the Contest.
 - c. Only 1 (one) correct call made by the Participant on a single Number shall be registered each day during the Contest Period. Each correct response given by the Participant by calling on unique Numbers, during each Sunday of the Contest Period, shall entitle the Participant to score points. Multiple calls made to the same Number shall not entitle the Participant to extra points. Each correct answer will entitle the Participant to points for each Movie. A call made on the incorrect option will not entitle the Participant to any points.
 - d. Each time a correct call is made, Participants shall be notified of their updated score through a text message sent to the Participant’s mobile number used to make the call(s). It is clarified that only one (1) update message will be sent per day to a mobile number. Participant will not get additional points for multiple calls on the same Number, and will not receive any messages as well from DBIL and/or any other party on these additional calls. Points earned on one Sunday cannot be carried forward to any other day during the Contest Period. Every Sunday the scoreboard will be refreshed and points cannot be carried forward for the next Sunday.
 - e. If the Participant calls on any Number displayed on a previous day during the Contest Period which is not active on the current day, DBIL will not send any message for correspondence. Participant will also not get any points for the same.
3. **Contest Period.** The Contest shall be active and valid only from December 10, 2017 to December 31, 2018.
4. **Prize Winners.** At the end of the Contest Period, one hundred (100) winners who are the first to score the highest cumulative points, in the least amount of time per Movie on each Sunday, of the Contest Period, shall be selected as the winners of the Contest (“**Winners**”). Winners shall be given ‘alienoid figures’ (hereinafter referred as the “**Prize**”) as determined by DBIL in its sole and absolute discretion, subject to the terms set out herein.
5. **Prize Selection.** The judges appointed by DBIL may determine the correctness and validity of the entries in their sole and absolute discretion. DBIL’s decision shall be final and binding and no correspondence shall be entered into by DBIL in this regard. It is hereby clarified that each Winner shall be eligible to win only 1 (one) Prize during the entire Contest Period.
6. **Contest Rules.** The Winners of the Contest shall be notified by telephone by DBIL and/or its representatives on the telephone number used for participation in the Contest. To claim the Prize, Winners shall follow instructions as shall

be communicated by Disney by telephone. Disney accepts no responsibility for any variation in the value of any Prize or any part thereof.

7. **Restrictions and Exclusions for Prize.** The Prize is non-transferable and shall not be exchanged for cash. Prize(s) returned as undelivered or otherwise not claimed/availed within 7 (seven) days after delivery of notification shall be forfeited and may be awarded to an alternative Participant. DBIL 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 Winners do not accept or agree to these Entry Terms, the Prize shall remain with DBIL, and DBIL, in its sole discretion may offer such Prize(s) to an alternative Participant. Taxes if any, on the Prize shall be borne solely by the Winner.
8. **Disclaimer.** DBIL, 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 DBIL; or (d) any printing or typographical errors in any materials associated with the Contest. DBIL reserves the right to remove any Post or other material from the DBIL India Facebook Page that DBIL considers, in its sole discretion, to be off-topic, inappropriate or objectionable.
9. **Participant Information.** At the Participant’s option, the Participant hereby authorizes and consents to the use of Participant’s personal or sensitive personal information, as applicable, (“**Data**”) by DBIL including its affiliates, agents, advisors or subcontractors (“**Authorized Entities**”), for such lawful purposes as may be deemed necessary including for, distribution of any Prize to the Winners, if applicable, pursuant to these Entry Terms. Participant understands and acknowledges that (i) the Data is Participant’s personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) Participant has voluntarily and at Participant’s option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to these Entry Terms; and (iii) the Data shall or may be transferred by the Authorized Entities including its affiliates, agents or subcontractors, for such lawful purposes as may be deemed necessary pursuant to these Entry Terms. The use of the Data by DBIL shall be governed by the provisions of the global privacy policy including its addendum as applicable to Indian residents, available at www.disney.in. Participants agree and accept to be bound by the terms thereof.
10. **Miscellaneous.** Participants agree to be bound by these Entry Terms and by the decisions of DBIL, which are final and binding in all respects. DBIL 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 DBIL’s control affect the administration, security or proper conduct of the Contest or DBIL otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Participants who violate the Entry Terms, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to DBIL, the Contest or any other Participants (in each case as determined in DBIL’s sole and absolute discretion) are subject to disqualification. DBIL reserves the right to exclude Participants whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest.
11. **General Release.** By entering the Contest, Participants indemnify DBIL, 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.
12. **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 the exclusive jurisdiction of the courts of Mumbai.
13. For any queries on the terms of this Contest, please reach out to us at datg-disneychannel@disney.com

None of the above paragraphs limits any other.