

As on September 20, 2018

Entry Terms for the “Disney Junior Birthday Book Activity”

These entry terms (“Entry Terms”) are for the activity known as “Disney Junior Birthday Book Activity” (“Activity”) to be conducted by Disney Broadcasting (India) Limited (“Disney”). These Entry Terms are in addition to the Global Terms of Use and the Supplemental Terms to the Global Terms of Use (for India), Privacy Policy and the Addendum to the Privacy Policy for India (collectively, “TOUs” which are available on www.disney.in). In the event of any conflict between the Entry Terms and the TOUs, the Entry Terms below shall prevail.

1. **Eligibility:** Entry to the Activity is open for adult Indian residents only (“**Participants**”). Participants may participate in the Activity during the Activity Period (as defined below) through entry in the manner as set out below.
2. **Activity Period:** Participation in the Activity shall be open and valid only from 15th September, 2018 and shall remain valid until such time as Disney may declare on its website [www.disney.in/birthdaybook] (“**Activity Period**”). Disney may alter the duration of the Activity Period at its sole and absolute discretion.
3. **Participation Mechanism:** Participants may participate in the Activity by accessing the Activity page located at [www.disney.in/birthdaybook] (“**Activity Page**”) wherein the Participant may participate in the ‘*Disney Junior Birthday Book Activity*’ to be showcased on the *Disney Junior* television channel (“**Television Activity**”) and/or ‘*Disney Junior Personalized Birthday Book Video Activity*’ where a personalized video will be created and provided to the Participant (“**Video Activity**”). Participants may participate in the Television Activity and/or Video Activity by (i) uploading photograph(s) or image(s) as provided herein (“**Image(s)**”) (ii) providing consent and accepting the terms of the Release Letter (iii) providing details of the Participant including their name, name of their child, date of birth, email address, city of residence as required on the Activity Page.
4. **Television Activity:** Participants shall upload a single Image of their child aged **between 2 (two) and 7 (seven) years** and accept the terms and provide consent under the Release Letter on the Activity Page, a maximum 3 (three) months before the birthday week to be eligible for this Activity. Images of a maximum of 20 (twenty) Participants shall be selected by Disney every week during the Activity Period on a first-come-first-served basis (“**Selected Participants**”). It is hereby clarified that the number of Selected Participants may be increased or decreased at the sole and absolute discretion of Disney. Selected Participants shall have the opportunity to have their Image showcased on the *Disney Junior channel* during their respective birthday week as part of the ‘*Disney Junior Birthday Book Activity*’. Two (2) videos shall be showcased on the channel repeatedly during the birthday week (each carrying a maximum of 10 Images of the children who have birthdays during that week). It is clarified that the submission of an Image by a Participant does not guarantee inclusion of the same as part of the Television Activity. Disney shall select the Selected Participants at its sole and absolute discretion. All decisions of Disney shall be final and binding and no correspondence shall be entered into on any decision made by Disney in this regard. Selected Participants shall be informed of the selection of their Images by email (or in such other manner as Disney may determine).
5. **Video Activity:** Participants shall upload six (6) Images of their child aged **between 2 (two) and 7 (seven) years** and accept the terms and provide consent under the Release Letter on the Activity Page to be eligible for this Activity. Disney shall, at its sole and absolute discretion, and subject to appropriate moderation, create a personalized video using the Images submitted by the relevant Participant (“**Personalized Video**”). Participants shall be provided access to their respective Personalized Video by email on the address provided by the participant within three (3) working

days (or in such other manner as Disney may determine). The Participant shall be entitled to view, share and/or download such Personalized Video for a period of one (1) month and the same shall not be available thereafter. It is clarified that the submission of images by the Participant does not guarantee the inclusion of the same as part of the Video Activity. All decisions of Disney shall be final and binding and no correspondence shall be entered into on any decision made by Disney in this regard.

6. Image Guidelines: Upon submission of the Image(s) on the Activity Page, the Participant hereby represents and warrants that:
 - a. The uploaded Image is not pixelated and is of a high resolution (a minimum of 1000x1000 pixels) and in JPEG or PNG format only, bearing a portrait orientation with a file size not exceeding 3 MB;
 - b. The Image shall not contain any material that is pornographic, obscene or discriminatory (including without limitation racial, gender or religious slurs) and/or constituting hatred statements; or statements designed to incite violence or hatred, or threats to cause bodily harm, or any illegal or unlawful content, or content that is known to be false or misleading;
 - c. Nothing contained in the Image shall violate the intellectual property rights of any third party;
 - d. The Image does not contain any text, or any content that promotes commercial products and/or services of any third party and does not contain any third party logos, products or brand names;
 - e. The Participant owns or has the necessary releases and permissions as required (including without limitation, location releases, if applicable), without the need for payment to any other person or entity, to use and exploit, and to authorize Disney to use and exploit, the Image in all manners contemplated by these Entry Terms and that the Image is of the Participant or the Participant is the parent or legal guardian of the child in the Image; and
 - f. The Image does not contain any content that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy without the knowledge and consent of such person or otherwise contains destructive code.
7. Participant Information: At the Participant's option, the Participant hereby authorizes and consents to the use of Participant's and/or their child's personal or sensitive personal information, as applicable, ("**Data**") by Disney including its affiliates, agents, advisors or subcontractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary including for, conducting the Activity pursuant to these Entry Terms. Participant understands and acknowledges that (i) the Data is Participant's and/or their child'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 Disney 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.
8. Release: The Participants agree and acknowledge that:
 - a. Disney shall not be liable for a minor participating in the Activity without a parent's or guardian's supervision. Parents/guardians of such minors shall be liable for damages or losses occurred due to activities or action of their wards and are legally bound by any acts/deeds/violations of these Entry Terms.
 - b. Disney is not liable for any harm caused by or related to the theft of Participant's email account, email address, personal information, disclosure of Participants email account, or Participant's

authorization to allow another person to use and operate your email account. Furthermore, the Participants are solely and entirely responsible for any and all activities that occur under their email account at all times. DBIL will not be liable in any manner whatsoever for Participant's losses caused by any unauthorized use of a Participant's email account, you may however be liable for the losses suffered by Disney or others due to such unauthorized use. In participating in the Activity, Participants agree, where if information is requested, Participants will provide true, accurate, current, and complete information about themselves.

- c. Disney, all participating sponsors (if any), and any of their respective 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) electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures; (c) any disruptions, injuries, losses or damages caused by events beyond the control of Disney.
- d. By participating in the Activity, Participants on their own accord and on behalf of their participating family members shall indemnify Disney, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies and hereby release them from any liability of whatsoever nature, 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 Participants participation in the Activity including but not limited to any violation of these Entry Terms and/or any third party rights.
9. Miscellaneous: Participants agree to be bound by these Entry Terms and by the decisions of Disney, which are final and binding in all respects. Disney in its sole discretion, reserves the right to change these Entry Terms at any time and/or to suspend or cancel the Activity including if any viruses, bugs, unauthorized human intervention or other causes beyond Disney's control affect the administration, security or proper conduct of the Activity. Participants who violate the Entry Terms, or tamper with the operation of the Activity (in each case as determined in Disney's sole and absolute discretion) are subject to disqualification. Disney reserves the right to exclude Participants whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Activity.
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 the exclusive jurisdiction of the courts of Mumbai.
11. Queries: For any queries on the terms of this Activity, please reach out to us at mail@disneyjunior.com
12. None of the above paragraphs limits any other.