

## **Entry Terms for “Super Duper Wooper Fan Contest”**

As on April 4, 2019

**NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the ‘Super Duper Wooper Fan’ (“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. Entry to the Contest is open to adult Indian citizens that are residents of India (“**Participant(s)**”) and have 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 DBIL, 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 11<sup>th</sup> April, 2019 at 11:00 A.M. till 30<sup>th</sup> April, 2019 at 11:00 A.M. (“**Contest Period**”). DBIL may alter the duration of the Contest Period at its sole and absolute discretion.
3. Participants may enter the Contest by correctly answering all the skill-based questions, as well as, providing a creative response to the subjective question that forms part of the questions posed, in the image accompanying the contest communication post during the Contest Period, from the options provided (it is clarified that the subjective question shall not have any options) (each, a “**Post**”) on the official Instagram account, viz. <http://instagram.com/disneyinthd> (“**Instagram Page**”) and provide their answers in the form of a comment on such Post on the Instagram Page, during the Contest Period.
4. The 1 (one) Participant who provides complete and correct responses to the Post, including all the skill based questions, as well as, a creative response to the subjective question (as per the sole discretion of DBIL) shall be selected by DBIL during the Contest Period, in a manner as determined by DBIL at its sole and absolute discretion (“**Winner**”). The Winner shall be eligible to win a gift (“**Prize(s)**”) as determined by DBIL, in its sole and absolute discretion. Each Participant shall be eligible to win 1 (one) Prize only, during the Contest Period.
5. The Winner shall be intimated via a private message in their Instagram inbox. The Winner shall be required to furnish such information as required by DBIL for the purposes of verification of identity and availing the Prize(s). The Winner shall also have the option to provide a photograph to DBIL, for the purpose of being declared the winner of the Contest by DBIL, subject to the receipt by DBIL of an appropriate release letter in the form and manner as provided by DBIL. All decisions of DBIL shall be final and binding and no correspondence shall be entertained in relation to any decision made by DBIL in this regard.
6. 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.
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 Winner does 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.

8. **Disclaimer.** DBIL, Instagram, LLC. (“**Instagram**”) 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 Disney India Instagram 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 Winner, 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](http://www.disney.in). Participants agree and accept to be bound by the terms thereof.
10. **Miscellaneous.** Participants agree to be bound by these 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, Instagram, 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, Instagram.
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](mailto:datg-disneychannel@disney.com)

14. None of the above paragraphs limits any other.