

Entry Terms for “Count the Hidden Christmas Gifts” Contest

As on December 19, 2019

NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the ‘Count the Hidden Christmas Gifts’ (“Contest”) conducted by Disney Broadcasting India 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. Eligibility.

- i.** Entry to the Contest is open to adult [18 (eighteen) years and above] Indian citizens that are residents of India (“**Participant(s)**”) and have a valid Facebook account.
- ii.** The Participant should not have a criminal conviction or an arrangement or a contract that prevents the Participant(s) from entering the Contest;
- iii.** The Participant(s) should have proof of age and educational qualification when requested by the Company and must be mandatorily submitted by the Participant(s) as may be required by the Company to confirm the eligibility of the Participant;
- iv.** The Participant should abide by all the applicable laws at all times.
- v.** The Participants may participate in the Contest only through a single entry on each Post (as defined below) during the Contest Period (as defined below) in the manner as set out below.
- vi.** 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. Contest Period. Participation in the Contest shall be open and valid only on December 19, 2019 from 11:00 A.M. till 11:59 P.M. (“**Contest Period**”). The Company may alter the duration of the Contest Period at its sole and absolute discretion.

3. Participation Mechanism. Participants may enter the Contest by reviewing the Contest Question/Post (defined below) which shall be communicated through a creative post during the Contest Period and will display in flashes hidden presents requesting Participants to “Count the Hidden Presents” (each, a “**Contest Question**”/“**Post**”) on the official Facebook page of the Company, viz. <http://www.facebook.com/disneyindia> (“**Facebook Page**”) and the Participants are required to provide a **correct** answer from the multiple choices given in Contest Question the form of a “**comment**” on such Post during the Contest Period (“**Entry**”).

4. Guidelines for Submission. The Participant(s) should only submit entries/content/comment(s) (“**Content**”) which satisfies the following criterion:

- i.** Relevant to the Contest as specified above.
- ii.** Should be original, authored/owned by the Participant(s) alone in his/her individual capacity and does not infringe and/or violate any intellectual property of third party and/or privacy/personality rights;
- iii.** Has not prior to the submission of the Content, pitched or shared or presented to any third party including but not limited to any persons, broadcasters, production houses, media companies;
- iv.** Should be in good taste and not be unlawful, misleading, discriminatory, fraudulent, profane, obscene, vulgar, libelous, blasphemous, derogatory, defamatory, insulting, annoying, hurting religious sentiments, national sentiments, immoral, abusive, offensive, insensitive to any person/occupation/religious sections/gender/age group/sections of the society, in violation of any applicable laws and/or in any manner infringes the intellectual property rights including copyright rights of third party(ies) and /or their privacy rights;

You hereby understand and agree that the Company, at its sole discretion, reserves the right to reject any Content, which does not adhere to the above stated requirements.

5. **Winners.** After submission of all the entries on the Facebook Page during the Contest Period, the Company shall internally evaluate the entries to ensure compliance with the Participation Mechanism and the Guidelines for Submission. Upon completion of evaluation, the **first 15 (fifteen) Entries** who provide complete and correct responses to the Contest Question/Post during the Contest Period shall be selected by the Company as winners (“**Winners**”). The total number of Winners for the Contest shall not exceed 15 (fifteen) in number. **The Participants agree and confirm that in order to maximize their chance of winning the Contest, the Participants may post multiple entries/comments to a particular Post/Contest Question however, (i) only the first entry/comment received by a Participant shall be considered for the purpose of the Contest regardless of the correctness/timing of the other Entries posted by such Participant.** The Participant(s) agrees not to spam and/or post/comment multiple times. In case, a Participant(s) is found indulging in such acts, he/she shall stand disqualified from participating in the Contest.
6. **Prize.** Each Winner shall be eligible to win a gift (“**Prize(s)**”) as determined by the Company, in its sole and absolute discretion. Each Winner shall be eligible to win 1 (one) Prize only, during the Contest Period, which will be delivered to the Winner(s) at the address confirmed by the Winner(s). It is clarified that only Winner(s) who fulfill all the requirements set out in these Terms and Conditions including submitting valid documents to the Company for verification, to the satisfaction of the Company shall be entitled to win the Prize.
7. **Verification of Winners.** The Winners shall be intimated of winning via a private message in their Facebook inbox (“**Private Message**”) and will be requested to provide their name, age, email id and phone number (“**Contact Details**”) within 12 (twelve) hours of such Private Message. In the event any Winner(s) fails to submit their details within the requisite time specified above then their Entry shall be invalidated. Upon receipt of the Contact Details, the Company or its authorized representatives shall contact the eligible Winners via email to submit (including but not limited to) scanned copies of their identity proof, age proof and address proof (e.g. school leaving or transfer certificate/college leaving or transfer certificate) (“**Documents**”) within 12 (twelve) hours of such email. In the event, any Winner(s) fails to submit the Documents within the time specified above, his/her participation in the Contest shall be invalidated and the Company shall forfeit his/her chance to win the Prize. Upon verification of Documents, the Company shall either reject or accept the Winners. In the event of rejection of any Winner(s) pursuant to the abovementioned criteria, the Company shall have the right but not the obligation to shortlist another Participant(s) as Winner(s) in place of such forfeited Participant(s) and such decision of the Company shall be final and binding. Once the Winner(s) is accepted, the Prize shall be delivered at such address as may be confirmed by the Winner for delivery of the Prize. All decisions of the Company in respect of choosing Winner(s) shall be final and binding and no correspondence shall be entertained in relation to any decision made by the Company in this regard.
8. **Acknowledgements.** 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 Facebook Terms of Use available at <https://contest-app.co/terms-of-use/>.
9. **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. The 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). The Company shall not be responsible if the delivery of the Prize is not possible due to reasons including but not limited to incorrect email address provided by the Participant(s), package being unclaimed, incorrect phone number, incorrect delivery address, etc. Further, the Company shall not be responsible or liable for any technical disruption and/or failure and/ or any other difficulties of such nature, due to which the Winner is unreachable or for any other difficulties of such nature, due to which the Company is unable to intimate the Winner or deliver the Prize to the Winner. In the event the Winners

do not accept or agree to these Entry Terms, the Prize shall remain with the Company, and the Company, in its sole discretion may offer such Prize(s) to an alternative Participant. **The Winner shall not sell, license or commercialize the Prize in any way.** All and any incidental costs direct and/or indirect, applicable taxes, in relation to the Prize, shall be borne by the Winner and in no manner whatsoever shall the Company, be responsible or liable for the same in any manner whatsoever. The Company is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, loss, outrage, dissatisfaction, death, mental trauma caused to the Participant(s) and/or the Winner in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or Prize. The Company reserves the right to forfeit the Prize in the event it is found by the Company that any information including but not limited Data (defined below) provided by the Participant(s) and/or the Winner is wrong, fraudulent or any misrepresentation is made by the Participant(s) and/or the Winner.

10. **Disclaimer.** The Company, Facebook India Online Services Private Limited (“**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 the Company; or (d) any printing or typographical errors in any materials associated with the Contest. The Company reserves the right to remove any Post or other material from the Facebook Page that the Company 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 Contact Details and Documents comprising of Participant’s personal or sensitive personal information, as applicable, (collectively “**Data**”) by the Company including its affiliates, agents, advisors or subcontractors (“**Authorized Entities**”), for such lawful purposes as may be deemed necessary by the Company 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 the Company 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. **Representations, Warranties and Indemnities By You:**

You hereby represent, undertake and warrant as follows:

- 10.1 Nothing in law, contract or otherwise restricts You from submitting the Content or part thereof;
- 10.2 No rights in and to the entry have previously been granted to any third party, nor has the Content been otherwise exploited in any way, either by You or by any third party/(ies);
- 10.3 The Content is completely free of any liens, charges, claims of any nature and/or any other encumbrances of any sort by a third party;
- 10.4 The Content does not contain any confidential information relating to any third party/ies and/or any information relating to a third party which You are not lawfully authorized to disclose whether under a contractual obligation with a third party and/or under applicable laws anywhere across the world. The Content does not contain any sensitive personal data or information.
- 10.5 The Content or part thereof is not defamatory of any person deceased or alive, insensitive to any person or community and/or is not likely to expose the Company to criminal or civil claims;
- 10.6 The Content shall not include any advertisements or solicitation of any business/es;

- 10.7 You undertake to ensure that the submission of Content is, at all times, in compliance with the requirements laid down under the Information Technology (Intermediary Guidelines) Rules, 2011 and accordingly You shall not host, display, upload, publish, transmit, update or share any information that belongs to another person and which You do not have right to;
- a. that is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - b. that harm minors in any way;
 - c. that infringes any patent, trademark, copyright or other proprietary rights;
 - d. that violates any privacy laws for the time being in force;
 - e. that deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - f. by impersonates another person;
 - g. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - h. that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
11. **Miscellaneous.** Participants agree to be bound by these Terms and by the decisions of the Company, which are final and binding in all respects. The 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 the Company's control affect the administration, security or proper conduct of the Contest or the Company 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 the Company, the Contest or any other Participants (in each case as determined in the Company sole and absolute discretion) are subject to disqualification. The 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.
12. **General Release.** By entering the Contest, Participants agree to indemnify the 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.
13. **Other General Terms:**
- i. An external third-party agency may be appointed by the Company who will provide MIS/ report of user-wise comments made on the Post/Contest Questions to the Company and the Company will initiate the initial assessment based on the same reports. The Company and/or such third-party agency shall not be responsible in the event any entry is not received due to any technical error of any nature whatsoever. For purposes of the Terms and Conditions, "receipt" of an entry occurs when the website server records the entry information upon the entrant clicking "Post/Submit" button. Any automated receipt confirmation does not constitute proof of actual receipt.
 - ii. The Participant(s) agree and confirm that the Company shall at no time be held responsible and/or liable for any non-receipt of an entry due to a technical error and/or defect in the functioning of the website server, network problem, breakdown of machinery, unclear network, disruption in the network and to the extent permissible in law, the Participant(s) waives his/ her right to initiate any claim, proceedings, actions, damages, suits, in relation to the same against the Company and/or its affiliates.

- iii.** For the purposes of this Contest, by uploading and /or submitting/ Content on the Facebook Page, the Participant(s) agree and undertake to be unconditionally bound by the terms and conditions, terms of use, privacy policy and user generated content policy of Facebook. It is further clarified that Facebook reserves the sole and exclusive right to make any amendments to its terms and conditions from time to time, at its discretion, and the Participant shall be responsible for checking the same without any recourse to the Company. Any content uploaded on the platform in any other format other than that prescribed by such platform will be deemed invalid and will be disqualified from the Contest without any prior intimation by the Company. The Participant hereby agrees that any dispute arising between the Participant and Facebook shall be resolved directly with Facebook, without any recourse to the Company.
- iv.** The upload or submission of posts/comments will result in the use and consumption of data for which data charges as charged by Participant's internet/ telecom operator may apply. It will be Participant's sole responsibility to understand and enquire charges as may be applicable with Your telecom operator. In case of using Facebook while roaming in different circle/ zone, additional roaming rates may apply. The Company shall not be responsible for any such charges incurred by the Participant. In the event of a dispute arising between the Participant and the telecom operator, the same shall be resolved between the Participant and the telecom operator without recourse to the Company.
- v.** You hereby agree, represent and undertake to sign/execute, accept additional documents i.e. release letters, company policies etc., and produce further documents, as may be required by the Company promptly, as and when called upon, in relation to your participation in this Contest. The Company reserves the right to reject the entry and disqualify Your participation in case of non-submission and/or delayed submission of such additional documents.
- vi.** You hereby understand that, upon completion of submission of Content, You shall not withdraw the Content for any reason whatsoever.
- vii.** The Company shall not be responsible if any selected Participant is not available at their respective mobile numbers/ email id or the mobile numbers are unreachable at the time of the intimation call due to any reasons as a result of which, the Participant misses his/her chance. In this case, the Participant undertakes to not hold the Company responsible for the same;
- viii.** The Company shall not be responsible to pay for any cost, expenses (save and except what is mentioned under these Terms and Conditions), applicable taxes, duties, charges, license fees, insurance and/or levies applicable under the laws of India, in relation to the Your participation in the Contest. You/ the Participants hereby agree that any such amounts stated above, including all income taxes, withholding taxes shall be solely borne by You and the selected Participants.
- ix.** Limitation of liability: By submission of the content on the Facebook Page, You acknowledge and agree that: any and all disputes, claims and causes of action arising out of or in connection with the Contest shall be resolved individually, without resort to any form of class action. Notwithstanding the foregoing, under no circumstances will the Company, and/or its licensors and their respective affiliates be liable for any consequential, indirect, special, punitive, or incidental damages, lost business, lost goodwill or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise. Without prejudice to the foregoing, in any case the Company's entire liability under these Terms and Conditions shall not exceed the total monetary value of Rupees hundred.
- x.** Notwithstanding anything contained herein, You expressly agree that You shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising and/or promotion of any of the Company's programming, promotional or marketing plans and/or any other rights including but not limited to intellectual property rights or content in this connection thereto. You hereby agree and understand that in the event of a breach and/or a threatened breach of this Entry Terms by You, the Company shall be entitled to any and all remedies in law and/or equity.
- xi.** You hereby acknowledge that there does not now exist, nor has there ever existed, a fiduciary relationship, or a relationship in the nature of an agent and principal between You and the Company. You further acknowledge that mere submission of the Content on the Facebook Page shall not result in the establishment of a fiduciary relationship, or a relationship in the nature of an agent and principal between You and the Company.

- xii.** You hereby acknowledge that in case any portion/clause of these Entry Terms is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of the consideration, and the remainder of these Entry Terms shall be valid and binding and of like effect as though such provision was not included herein;
 - xiii.** You hereby irrevocably agree to will maintain confidentiality in respect of any response and/or official communication that is provided to You from an employee or representative at the Company in connection with this Contest; and agree to make **no** public press announcements or information for publication without the explicit approval of the Company.
 - xiv.** You hereby acknowledge that Your representations, warranties, indemnities and obligations as well as the confidentiality provisions and dispute resolution mechanism shall survive the efflux of time and the termination of these Terms and Conditions.
 - xv.** The Contest shall be null and void in any jurisdiction where prohibited by law.
14. **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.
15. For any queries on the terms of this Contest, please reach out to us at datg-disneychannel@disney.com
16. None of the above paragraphs limits any other.