

Entry Terms for “Marvel India Artists Assemble - Contest”

As on 21st February, 2019

NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the ‘*Marvel India Artists Assemble - Contest*’ (“Contest”) conducted by UTV Software Communications 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.** Entry to the Contest is open to adult Indian citizens that are residents of India and have a valid Instagram account (“**Participant(s)**”). Participant may participate in the Contest by uploading their entry on Instagram during the Contest Period (as defined below) in the manner as set out below. 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 from Monday 25th February, 2019 at 11:00 A.M. till 20th March, 2019 at 11:00 A.M. (“**Contest Period**”). Company may alter the duration of the Contest Period at its sole and absolute discretion.
- 3. Participation Mechanism.** Participants may enter the Contest by (i) uploading on to their own Instagram profile, content, created by the Participant (“**Contest Post**”), as per the theme communicated by Company on its official Instagram account, viz. https://www.instagram.com/marvel_india/ (“**Instagram Page**”) during the Contest Period; and (ii) ensuring that the contest post is tagged with the hashtag *#MarvelIndiaArtistsAssemble* and tagging *@marvel_india*
- 4. Guidelines for submission:** The Contest Post can be in the form of an image, GIF or video (ensuring that it does not contain any music, 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). Participant must ensure that the Contest Post is of a high resolution and is not pixelated.
- 5. Acknowledgement.** By uploading the Contest Post using *#MarvelIndiaArtistsAssemble*, Participant affirms that the Contest Post does not infringe the rights of third parties and Participant agrees to Disney’s 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, “**Terms of Use**” which are available on www.disney.in) and acknowledges that Participant’s content and Instagram handle may be used by UTV Software Communications Limited and its affiliates in all media (including but not limited to Facebook, Instagram, and Twitter) throughout the world in perpetuity.
- 6.** The most creative submissions from all Contest Posts made by Participants shall be selected by Company during the Contest Period, in a manner as selected and determined by Company at its sole and absolute discretion (“**Winners**”). Winners shall have the opportunity to have their Contest Post featured/showcased via a “re-post” or “re-gram” on the Instagram Page and be credited/tagged using their Instagram handle provided in the Contest Post. Winners shall be informed of the selection and/or feature of their Contest Post via a private message in their Instagram inbox. Each Winner shall be eligible to win a ‘*Marvel*’ franchise themed gift [ie featuring winners artwork on Marvel India's Instagram account and exclusive Marvel Merchandise] (“**Prize(s)**”) as determined by Company, in its sole and absolute discretion. Each Participant shall be eligible to win 1 (one) Prize only, during the Contest Period. Disney shall select the Winners at its sole and absolute discretion and it is clarified that the submission of a Contest Post by a Participant does not guarantee selection of the same. 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.

7. 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.
8. **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. 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). In the event the Winners do not accept or agree to these Entry Terms, the Prize shall remain with Company, and Company, in its sole discretion may offer such Prize(s) to an alternative Participant. All central, state and local taxes associated with the receipt or use of any Prize stated hereinabove are the sole responsibility of the Winners.
9. **Disclaimer.** Company, 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 Company; or (d) any printing or typographical errors in any materials associated with the Contest. Company reserves the right to remove any Post or other material from the Instagram Page that Company considers, in its sole discretion, to be off-topic, inappropriate or objectionable.
9. **Participant Information.** At Participant's option, Participant hereby authorizes and consents to the use of Participant's personal or sensitive personal information/data ('Data') by Company, including its affiliates, agents, representatives, advisors or subcontractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary including for, delivery of any prize to Participant, 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) the Data may be transferred by Company or the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to these Entry Terms. The use of the Data by 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. By participating in this Contest, Participant agrees and accepts to be bound by the terms thereof.
10. **Miscellaneous.** Participants agree to be bound by these Entry Terms and by the decisions of Company, which are final and binding in all respects. 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 Company's control affect the administration, security or proper conduct of the Contest or 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 Company, the Contest or any other Participants (in each case as determined in Company's sole and absolute discretion) are subject to disqualification. 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.
11. **General Release.** By entering the Contest, Participants indemnify Company, 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 Aditi.Singh@disney.com

14. None of the above paragraphs limits any other.