

Entry Terms for “Imagine That – AR Filter”

As on May 1, 2020

NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the engagement activity ‘Imagine That- AR (Augmented Reality) Filter’ (“Activity”) conducted by Disney Broadcasting India Limited (“Company”) for promotion of its show “Disney Imagine That-Season 2” (“Show”). By participating in the Activity, 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 Activity is open to adult 18 (eighteen) years and above Indian citizens that are residents of India (“Participant(s)”) and have a valid account on ‘Instagram’.
- ii. The Participants must follow the official Instagram page of the Company, viz. <http://www.instagram.com/disneyindia> (“DBIPL Instagram Page”);
- iii. The Participant should not have a criminal conviction or an arrangement or a contract that prevents the Participant(s) from entering the Activity;
- iv. 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;
- v. The Participant should abide by all the applicable laws at all times.
- vi. Directors, officers and employees of Company, or its affiliate companies, subsidiaries, agents and immediate families of each are not eligible to enter the Activity.

1A. Activity Disclaimers.

- a. **By participating in the Activity, the Participants agree that this Activity is purely an “engagement activity” conducted for the promotion of the Show and is not a ‘competition’ or a ‘contest’ of any nature.** Participation in the Activity will be purely driven by uploading Content by the Participants on their Instagram pages in accordance with the Participation Mechanism specified below. The Company shall not be liable to any Participant for grant of any prize and/or gratification for participating in the Activity and all such claims made to the Company shall be void. **Participants agree that the Company shall be entitled to repost/share all the Entries as submitted by the Participants which are compliant with these Entry Terms on DBIPL Instagram Page anytime during the Activity Period (“Repost”). The Repost shall be decided at the sole discretion of the Company.**
- b. **The Company reserves the absolute right and discretion to deny the Participant(s) entry in the Activity, if the Company determines at its sole discretion that the Participant(s) is not compliant with any of the Terms and Conditions including alleged to be infringing any form of rights including rights in any form privacy or intellectual property rights of any third party. The decision of the Company in this regard shall be final and binding upon the Participant(s), and the Participant(s) shall not at any time challenge and/or dispute such decision of the Company.**

2. **Activity Period.** Participation in the Activity shall be open and valid for a period commencing from 11 AM on May 1, 2021 and ending at 11:59 PM on December 31, 2021 (“Activity Period”). The Company may alter the duration of the Activity Period at its sole and absolute discretion.

3. Participation Mechanism.

- a. Participants may enter the Activity by reviewing the activity post communicated by the Company through **1 (one)** distinct static post on DBIPL’s Instagram Page during the Activity Period (“Activity Post”).
- b. **The Activity Post will request the Participants to:**
 - i. Use the ‘Disney Imagine That augmented reality filter’ on Instagram (“AR Filter”) consisting of various visual elements which Participants can use to click illusion-based pictures or videos as creatively as they can; and

- ii. Upload such pictures or videos clicked/recorded using the AR Filter during the Activity Period on their **own** Instagram page as Instagram Story(ies) by tagging the Company using **@disneyindia** to their submission (“**Entry(ies)**”).
- c. The Participants may post multiple Entries during the Activity Period on their own Instagram accounts, however each Entry submitted shall be unique.

4. **Guidelines for Uploading.**

The Participant(s) should only upload entries/content (“**Content**”) which satisfies the following criterion:

- a. Relevant to the Activity as specified above and within the Activity Period.
- b. Upload the Content on their own Instagram page or from their own handle by tagging **@disneyindia** (“**Tag**”) and the said accounts should not belong to any third party;
- c. **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;**
- d. 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;
- e. 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;

5. **Acknowledgements.** Content complaint The Participant agrees that Participant’s entry to the Activity is subject to and acknowledges that such entry shall be wholly compliant and individually consistent with Instagram Terms of Use.

6. **Participant Information.** At the Participant’s option, the Participant hereby authorizes and consents to the use of Participant’s personal information (collectively “**Data**”) by the Company including its affiliates, agents, advisors, sponsor or subcontractors (“**Authorized Entities**”), for such lawful purposes as may be deemed necessary by the Company, pursuant to these Entry Terms. Participant understands and acknowledges that (i) the Data is Participant’s 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.

7. **Disclaimer.** The Company, Instagram Inc. 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 Activity 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 Activity. The Company reserves the right to remove any Post or other material from the DBIL Instagram Page that the Company considers, in its sole discretion, to be off-topic, inappropriate or objectionable.

8. **Representations, Warranties and Indemnities by You:**

You hereby represent, undertake and warrant as follows:

- i. Nothing in law, contract or otherwise restricts You from uploading the Content or part thereof;

- ii. 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);
 - iii. 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;
 - iv. 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.
 - v. 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;
 - vi. The Content shall not include any advertisements or solicitation of any business/es;
 - vii. 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.
8. **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 Activity or any Participant's participation in the Activity should viruses, bugs, unauthorized human intervention or other causes beyond the Company's control affect the administration, security or proper conduct of the Activity or the Company otherwise becomes (as determined in its sole discretion) incapable of running the Activity as planned. Participants who violate the Entry Terms, tamper with the operation of the Activity or engage in any conduct that is detrimental or unfair to the Company, the Activity 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 Activity.
9. **General Release.** By entering the Activity, Participants agree to indemnify the 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 Activity. Participant understands that this Activity is in no way sponsored, endorsed or administered by, or associated with Instagram.
10. **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/Activity 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 Entry Terms, "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 Activity, by uploading Content on their own Instagram 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 Instagram. It is further clarified that Instagram reserve 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 in any other format other than that prescribed by such platform will be deemed invalid and will be disqualified from the Activity without any prior intimation by the Company. The Participant hereby agrees that any dispute arising between the Participant and Instagram shall be resolved directly with Instagram 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 Instagram 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 Activity. 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. 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 Activity. 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.
- vii. Limitation of liability: By uploading Content on your own Instagram pages, You acknowledge and agree that: any and all disputes, claims and causes of action arising out of or in connection with the Activity 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.
- viii. 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.
- ix. 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 uploading of the Content on your Instagram pages 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.
- x. 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;
- xi. 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 Activity; and agree to make **no** public press announcements or information for publication without the explicit approval of the Company.

xii. 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.

xiii. The Activity shall be null and void in any jurisdiction where prohibited by law.

11. **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.

12. For any queries on the terms of this Activity, please reach out to us at datg-disneychannel@disney.com

13. None of the above paragraphs limits any other.