

## Entry Terms for “#ImagineThatChallenge”

As on August 6, 2022

**NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the ‘#ImagineThatChallenge – DIY Contest’ (“Contest”) conducted by Disney Broadcasting India Private Limited (“Company”) for promotion of its show “Disney Imagine That-Season 3”. 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 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 Contest;
- 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 Contest.
- vii. **Any Participant eligible for participating in the Contest in the manner specified herein may participate multiple times, however (i) each submission made in accordance herewith shall be unique (ii) Participant (if shortlisted) may be declared as the Winner eligible to win the Gratification only once in respect of the Contest forming part of the #ImagineThatChallenge, regardless of the correctness/timing of the Entries received by the Company from such Participant (all capitalized terms defined later).**

### **2. Contest Period**

Participation in the Contest of #ImagineThatChallenge shall be valid for a period of 4 (four) weeks commencing from August 6, 2022 till September 5, 2022 (“**Challenge Period**”).

The Company may alter the duration of the Challenge Period at its sole and absolute discretion and each such alteration shall be updated in this Terms and Conditions. It shall be the sole responsibility of the Participant to stay updated with the Terms and Conditions.

### **3. Participation Mechanism**

- a. Participants may participate in the Contest by reviewing the Contest Posts (defined below) communicated by the Company, through **1 (one)** distinct static post, on DBIPL’s Instagram Page (“**Contest Post(s)**”); during the Challenge Period.

#### **b. Each Contest Post will request the Participants to:**

- i. **Originally create** their own physical artwork, based on a recreation of any DIY showcased in the first 8 (eight) episodes of Disney Imagine That Season 3 and/or all episodes from Seasons 2 and/or 1.
- ii. Such artwork shall be a recreation of any DIY showcased in the first 8 (eight) episodes of Disney Imagine That Season 3 and all episodes from Seasons 2 and/or 1; OR shall be a remix of Disney Imagine That DIY reels that have been posted on the DBIPL Instagram Page;

- iii. Take a photo/video of the creation; and
- iv. Upload the photo/video during the Challenge Period on their **own** Instagram page (either as an image or video post) using the hashtag **#ImagineThatChallenge** (“**Hashtag**”) and tagging the Company using **@disneyindia** (“**Tag**”) to their submission (“**Entry(ies)**”).
- v. The caption must mention the season and the name of the DIY activity recreated by the Participant and as referred to on the show; Company will share a season wise list of DIYs on its Instagram handle @disneyindia for quick reference.
- c. The Participants may post the same Entry for the Contest or multiple Entries for the Contest on all their Instagram accounts, however each Entry submitted shall be unique.

#### **4. Guidelines for uploading Content (defined below)**

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

- a. Relevant to the Contest as specified above and within the date and time indicated as Challenge Period for the Contest.
- b. Upload the Content on their own Instagram page (Instagram) or from their own handle by using the hashtag **#ImagineThatChallenge** (“**Hashtag**”) and tagging **@disneyindia** (“**Tag**”) and the said accounts should not belong to any third party. The caption must mention the season and episode number or theme of DIY activity recreated by the Participant;
- 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.

*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. Shortlisting of Winners for the Contest**

- i. After submission of all the Content by the Participants during the Challenge Period, the Company and/or its authorized agents shall internally evaluate the Entries received to ensure compliance with the Participation Mechanism (Clause 3) and assign scores basis the criteria set out in Guidelines for Submission (Clause 4).
- ii. Upon completion of evaluation and scoring as specified above, top 10 (ten) Entries that: (i) are submitted by Participants who follow the Instagram Page and (ii) at the sole discretion of the Company, provide the most artistic, original and creative Entries in response to the Contest Post, shall be shortlisted by the Company as winners of the Contest (“**Winners**”).
- iii. It is clarified that the total number of Winners shall not exceed 10 (ten) in number.
- iv. **The Participants agree and confirm that in order to maximize their chance of winning the Contest, the Participants may post multiple Entries on their Instagram handles during the Challenge Period. However, any shortlisted Participant may be declared as the Winner only once in respect of the Contest, regardless of their creativity.**
- v. The Participant(s) agrees not to spam and/or post comments/ stories multiple times. In case, a Participant(s) is found indulging in such acts, he/she shall stand disqualified from participating in the Contest.

#### **6. Verification of Winners**

- i. The Winners shall be intimated of winning via a private message in their Instagram inbox (“**Private Message**”) and will be requested to provide their name, age, email id, postal address 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.
- ii. 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 Gratification.
- iii. 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) (based on the criteria specified above) in place of such forfeited Participant(s) and such decision of the Company shall be final and binding.
- iv. 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.

## 7. Gratification

- i. After verification of the Winners, as gratification for winning the Contest, the Company shall (i) deliver, in its discretion, either an Apple iPad (9<sup>th</sup> generation 64 GB) or a Sony PlayStation 4 (1 TB) , of value not exceeding INR 35,000/- (Rupees Thirty Five Thousand only) to the Winner (at the address communicated by the Winner) or such other prize as may be decided by the Company at its sole discretion (“**Prize**”) and (ii) re-post/re-share Entries submitted by the Winners on the DBIPL Instagram Page (collectively “**Gratification**”).
- ii. 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 Gratification.

## 8. Other Permissions

- i. The Participants hereby grant the Company, the non-exclusive right/permission to shortlist, use, exploit, display, publish and/or utilize the Content, for the purpose of the Contest and/or promotion of the Show, as it may deem fit at its sole discretion, on any/all modes, media and platforms.
- ii. The Company may create a photograph gallery/video containing the Content and/or any part thereof, as it may deem fit, for the promotion of the Show.
- iii. The Participant(s) agrees and has no objection to the Company’s right to develop/modify/change the Content, creatively in any manner as deemed fit by the Company.
- iv. The Winners of the Contest acknowledge and agree that the Winners’ name along with the Content submitted by such Winner may be featured by the Company (for the purpose of making Winner announcement by the Company) on any media including but not limited to the television, DBIPL Instagram Page, print media and/or any other platforms.
- v. The Company reserves the right to deny any Participant(s) from participating in the Contest if the Participant(s) are found to be in breach of any provisions of these Terms and Conditions or as revised from time to time. **The Company reserves the absolute right and discretion to deny the Participant(s) entry in the Contest, 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.**

9. **Participant Information.** At the Participant’s option, the Participant hereby authorizes and consents to the use of Contact Details and Documents (both defined in Clause 6) comprising of Participant’s personal or sensitive personal information, as applicable, (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 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](http://www.disney.in). Participants agree and accept to be bound by the terms thereof.

- 10. Acknowledgements.** The Participant agrees that Participant's entry to the Contest is subject to and acknowledges that such entry shall be wholly compliant and individually consistent with the Instagram Terms of Use.
- 11. Restrictions and Exclusions for Gratification.** Given the partial lockdown by State Government due to the COVID-19 pandemic, the Company shall endeavor to deliver the Prize to the concerned Winner within 3 (three) months from the date he/she is informed of winning the Prize. However, in case of any further delay due to the extension in lockdown/restrictions imposed by the Central and/or State Government, the Participant will be informed of the same together with the tentative delivery date for the Prize. Any delay by the Company in delivering the Prize to the Winner beyond the date communicated shall not amount to breach by the Company of these Terms and Conditions. The Gratification is non-transferable and shall not be exchanged for cash. The Company reserves the right to substitute the Gratification at its own discretion. The Prize shall be sponsored by **BIC Cello (India) Private Limited** and shall accordingly 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) by the Company. In the event the Participant has any claims or complaints in respect of the Prize(s), then the same may be addressed by the relevant Participant(s) directly to the Sponsor without any recourse to the Company. The Company shall not be responsible if the grant of the Gratification is not possible due to reasons including but not limited to failure to complete verification of the relevant Winner due to non-submission of the requisite documentation, incorrect email address provided by the Participant(s), incorrect phone number, 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 grant the Gratification to the Winner. In the event the Winners do not accept or agree to these Entry Terms, the Gratification shall remain with the Company, and the Company, in its sole discretion may offer such Gratification(s) to an alternative Participant. **If tangible, the Winner shall not sell, license or commercialize the Gratification in any way.** All and any incidental costs direct and/or indirect, applicable taxes, in relation to the Gratification, 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 Gratification. The Company reserves the right to forfeit the Gratification 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.
- 12. Disclaimer.** The Company, Facebook Inc., or any of its 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 DBIPL Instagram Page that the Company considers, in its sole discretion, to be off-topic, inappropriate or objectionable.

**13. 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.

**14. 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.

**15. General Release.** By entering the Contest, 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 Contest. Participant understands that this Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

**16. 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 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 Contest, by uploading Content on their own Instagram pages, 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 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 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 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 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 once Content is uploaded by You in accordance with the Participation Mechanism, 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 uploading the 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 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 Instagram 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.
- 17. 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.
18. For any queries on the terms of this Contest, please reach out to us at [datg-disneychannel@disney.com](mailto:datg-disneychannel@disney.com)
19. None of the above paragraphs limits any other.