

## **Entry Terms for “My Multiverse Avatar”**

As on 20<sup>th</sup> April, 2022

**NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the contest “My Multiverse Avatar” (“Contest”) conducted by UTV Software Communications Private Limited (“Company”), directly or through an authorised agency, on its social media handle ‘MarvelIndia’ in accordance with the terms set out hereinbelow. By participating in the Contest, the Participant (*defined hereinbelow*) agrees to be bound by these Entry Terms and represents that he/she satisfies all of the eligibility requirements set out hereinbelow:**

- 1. Eligibility.** Entry to the Contest is open to adult Indian citizens, that are residents of India (“Participant(s)”).
- 2. Contest Period.** Participation in the Contest shall be open and valid only from 11:00 am on April 22, 2022 until 11:59 pm on May 6, 2022 (“Contest Period”). Company may alter the duration of the Contest Period at its sole and absolute discretion.
- 3. Participation Mechanism:** Participants may participate in the Contest by responding to the ‘Call-to-Action’ put out by Company on its @MarvelIndia social media handles on Facebook and/or Twitter and/or Instagram. Participants will thereafter be redirected to Company’s website [www.disney.in](http://www.disney.in) for acceptance of the Contest Terms & Conditions listed there. Upon registration and acceptance as set out herein, Participant shall submit their entry to the Contest by uploading short videos in the form of transformative/transformation reels on their Instagram and/or Takatak account. (“Contest Entry”).
- 4. Guidelines for submission:** The Contest Entry must contain the hashtag #MyMultiverseAvatar and Participants must tag the handle @marvel\_india with the Contest Entry.
- 5. Acknowledgement.** By uploading the Contest Entry, the Participant agrees to Company’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](http://www.disney.in)).
- 6.** The Company shall shortlist the top 20 (twenty) entries, based on the most creative videos and the number of transitions a Participant has done, and/or in a manner as selected and determined by Company at its sole and absolute discretion (“Shortlisted Entries”). Company shall have the right to repost the Shortlisted Entries on any of its social media handles and/or utilize the same across all media and platforms in relation to marketing/publicity of the film ‘*Doctor Strange: Multiverse of Madness*’.
- 7.** Out of the 20 (twenty) Shortlisted Entries, Company shall select 5 (five) winning entries based on the most creative videos with transitions, and/or in a manner as selected and determined by Company at its sole and absolute discretion (“Winner(s)”). The Winners will be contacted through the messenger feature on Instagram and/or Takatak, so that their name, contact number, postal address (“Contact Details”) may be obtained to facilitate the receipt of the Contest gratification. Such communication will include a link to the Company’s Terms of Use, which the Participants/Winners shall be required to peruse, accept and acknowledge in order to proceed further in the Contest. To clarify, the acceptance of the aforesaid Company’s Terms of Use is a condition precedent to be eligible to advance in the Contest, failing which the Participants/Winners may be disqualified at the Company’s sole discretion.

8. Upon receiving the Winner's Contact Details, the contest prize ("**Prize**") will be dispatched to the Winners. The Company will feature the Shortlisted Entries on any of its social media accounts and acknowledge the Shortlisted Entries by tagging them on the said posts/stories. Each Winner shall be eligible to win 1 (one) Prize only, during the Contest Period.
9. Company shall select the Winners at its sole and absolute discretion and it is clarified that the submission of a Contest Entry by a Participant does not guarantee selection of the same. All decisions of the Company shall be final and binding and no correspondence shall be entered into on any decision made by Company in this regard. In addition, Participants may be entitled to win a gift as determined by Company, in its sole and absolute discretion.
10. 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 Terms of Use. Winners may be required to provide the Company or its services providers with such additional information and or documents as may be specified by the Company as a pre-condition to receiving the Prize.
11. **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 2 (two) 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.
12. **Disclaimer.** Company and 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 Company; or (d) any printing or typographical errors in any materials associated with the Contest. Company reserves the right to remove and/or disregard any Contest Entry that Company considers, in its sole discretion, to be off-topic, inappropriate or objectionable.
13. **Participant Information.** Winners hereby authorize and consent to the use of Winners' personal or sensitive personal information/data ("**Data**") by Company, including its affiliates, its agents, representatives, advisors or subcontractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary including for, delivery of Prize to the Winners, pursuant to these Entry Terms. Winners understand and acknowledge that (i) the Data is Winners' personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) the Data may be transferred by Company or the Authorised Entities for such lawful purposes as may be deemed necessary pursuant to these Entry Terms. The use of the Data by Company or the Authorised Entities 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). By participating in this Contest, Participants (including Winners) agree and accept to be bound by the terms thereof.
14. **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.

- 15. General Release.** By entering the Contest, Participants indemnify the Company and any of its 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.
- 16. Governing Law and Dispute Resolution.** These Entry Terms (and any dispute, difference, proceedings or claims 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.
- 17.** For any queries on the terms of this Contest, please reach out to us at [indiawaltdisney@gmail.com](mailto:indiawaltdisney@gmail.com).
- 18.** For the purposes of this Contest and Entry Terms, Company shall mean and include any third-party/agency engaged by Company to conduct/manage this Contest, or any aspect thereof.
- 19.** None of the above paragraphs limits any other.