

As on 08<sup>th</sup> July, 2020

### Entry Terms for the “Disney Junior Birthday Book Activity”

*These entry terms (“Entry Terms”) are for the activity known as “Disney Junior Birthday Book Activity” (“Activity”) to be conducted by Disney Broadcasting (India) Limited (“Disney”). These Entry Terms are in addition to the 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, “TOUs” which are available on [www.disney.in](http://www.disney.in)). In the event of any conflict between the Entry Terms and the TOUs, the Entry Terms below shall prevail.*

- 1. Eligibility:** Entry to the Activity is open for adult Indian residents only (“Participants”/ “You”/ “Your”). Participants may participate in the Activity during the Activity Period (*defined below*) through entry in the manner as set out below. Participants acknowledge and agree that the Activity Page uses cookies to collect location details of the Participants in order to ascertain entries from Participants residing outside India are not collected. Accordingly, Participants hereby agree to such collection of Participant’s location data by Disney.
- 2. Activity Period:** Participation in the Activity shall be open and valid only from November 01, 2018 and shall remain valid until such time as Disney may declare on its website [[www.disney.in/birthdaybook](http://www.disney.in/birthdaybook)] (“Activity Period”). Disney may alter the duration of the Activity Period at its sole and absolute discretion.
- 3. Participation Mechanism:** Participants may participate in the Activity by accessing the Activity page located at [[www.disney.in/birthdaybook](http://www.disney.in/birthdaybook)] (“Activity Page”) wherein the Participant may participate in (i) the ‘*Disney Junior Birthday Book Platform Activity*’ to be showcased on the Disney Junior television channel (“Television Channel”) and/or official social media handles of Disney Junior and Disney India, on platforms including but not limited to Instagram, Facebook, YouTube and Twitter, as per the links specified in 3A below, (“Official Social Media Platforms”) (collectively referred to as “Platform Activity”) and/or (ii) the ‘*Disney Junior Personalized Birthday Book Video Activity*’ where a personalized video will be created and provided to the Participant (“Video Activity”). Participants may participate in the Platform Activity and/or Video Activity by (i) uploading photograph(s) or image(s) as provided herein (“Image(s)”); (ii) providing consent and accepting the terms of the Release Letter and (iii) providing details of the Participant including their name, name of their child, date of birth, email address, city of residence as required on the relevant Activity Page.

#### 3A. Official Social Media Platform(s):

Social Media Platform	Disney India handle	Disney Junior handle
Facebook	<a href="https://www.facebook.com/disneyindia/">https://www.facebook.com/disneyindia/</a>	<a href="https://www.facebook.com/disneyjuniorindia/">https://www.facebook.com/disneyjuniorindia/</a>
Instagram	<a href="https://www.instagram.com/disneyindia/">https://www.instagram.com/disneyindia/</a>	<a href="https://www.instagram.com/disneyjuniorindia/">https://www.instagram.com/disneyjuniorindia/</a>
Twitter	<a href="https://twitter.com/DisneyIndia">https://twitter.com/DisneyIndia</a>	<a href="https://twitter.com/disneyjuniorindia">https://twitter.com/disneyjuniorindia</a>
YouTube	<a href="https://www.youtube.com/user/disneyindia/videos">https://www.youtube.com/user/disneyindia/videos</a>	<a href="https://www.youtube.com/channel/UCqлуZBaomjLPAdGCzU32kXA">https://www.youtube.com/channel/UCqлуZBaomjLPAdGCzU32kXA</a>

- 4. Platform Activity:** Participants shall upload a single Image of their child aged between 2 (two) and 7 (seven) years and accept the terms and provide consent under the Release Letter on the Activity Page, a minimum 3 (three) months before the child’s birthday week to be eligible to participate in this Activity. Images of a

maximum of 20 (twenty) Participants (who have birthdays during that week) shall be selected by Disney every week during the Activity Period on a first-come-first-served basis (“**Selected Participants**”). It is hereby clarified that the number of Selected Participants may be increased or decreased at the sole and absolute discretion of Disney. Selected Participants shall have the opportunity to have their Image showcased on the Television Channel, and/or any of the Official Social Media Platforms, as per the sole discretion of Disney, during their respective birthday week as part of the Activity in the following manner. Two (2) videos of each Selected Participant shall be showcased on the Television Channel (repeatedly during the birthday week) and/or be showcased on any of the Official Social Media Platform(s), as per the sole discretion of Disney [each carrying a maximum of 10 (ten) Images]. It is clarified that the submission of an Image by a Participant does not guarantee inclusion of the same as part of the Platform Activity. Disney shall select the Selected Participants at its sole and absolute discretion. 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. Selected Participants shall be informed of the selection of their Images by email (or in such other manner as Disney may determine).

5. **Video Activity:** Participants shall upload six (6) Images of their child aged **between 2 (two) and 7 (seven) years** and accept the terms and provide consent under the Release Letter on the Activity Page to be eligible for this Activity. Disney shall, at its sole and absolute discretion, and subject to appropriate moderation, create a personalized video using the Images submitted by the relevant Participant (“**Personalized Video**”). Participants shall be provided access to their respective Personalized Video by email on the address provided by the participant within fifteen (15) working days (or in such other manner as Disney may determine). The Participant shall be entitled to view, share and/or download such Personalized Video for a period of one (1) month and the same shall not be available thereafter. It is clarified that the submission of images by the Participant does not guarantee the inclusion of the same as part of the Video Activity. 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.
6. **Image Guidelines:** Upon submission of the Image(s) on the Activity Page, the Participant hereby represents and warrants that:
  - a. The uploaded Image is not pixelated and is of a high resolution (a minimum of 1000x1000 pixels) and in JPEG or PNG format only, bearing a portrait orientation with a file size not exceeding 3 MB;
  - b. The Image shall not contain any material that is pornographic, obscene or discriminatory (including without limitation racial, gender or religious slurs) and/or constituting hatred statements; or statements designed to incite violence or hatred, or threats to cause bodily harm, or any illegal or unlawful content, or content that is known to be false or misleading;
  - c. Nothing contained in the Image shall violate the intellectual property rights of any third party;
  - d. The Image does not contain any text, 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;
  - e. The Participant owns or has the necessary releases and permissions as required (including without limitation, location releases, if applicable), without the need for payment to any other person or entity, to use and exploit, and to authorize Disney to use and exploit the Image in all manners contemplated by these Entry Terms and that the Image is of the Participant or the Participant is the parent or legal guardian of the child in the Image; and
  - f. The Image does not contain any content that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy without the knowledge and consent of such person or otherwise contains destructive code.
  - g. The Image is subject to and shall be wholly compliant and individually consistent with, the Instagram, Facebook, YouTube and Twitter Terms of Use.

7. **Participant Information:** At the Participant's option, the Participant hereby authorizes and consents to the use of Participant's and/or their child's personal or sensitive personal information, as applicable, ("**Data**") by Disney including its affiliates, agents, advisors or subcontractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary including for, conducting the Activity pursuant to these Entry Terms. Participant understands and acknowledges that (i) the Data is Participant's and/or their child'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 Disney 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.
8. **Release:** The Participants agree and acknowledge that:
- a. Disney shall not be liable for a minor participating in the Activity without a parent's or guardian's supervision. Parents/guardians of such minors shall be liable for damages or losses occurred due to activities or action of their wards and are legally bound by any acts/deeds/violations of these Entry Terms.
  - b. Disney is not liable for any harm caused by or related to the theft of Participant's email account, email address, personal information, disclosure of Participants email account, or Participant's authorization to allow another person to use and operate your email account. Furthermore, the Participants are solely and entirely responsible for any and all activities that occur under their email account at all times. DBIL will not be liable in any manner whatsoever for Participant's losses caused by any unauthorized use of a Participant's email account, you may however be liable for the losses suffered by Disney or others due to such unauthorized use. In participating in the Activity, Participants agree, where if information is requested, Participants will provide true, accurate, current, and complete information about themselves.
  - c. Disney, all participating sponsors (if any), and any of their respective 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) electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures; (c) any disruptions, injuries, losses or damages caused by events beyond the control of Disney.
  - d. By participating in the Activity, Participants on their own accord and on behalf of their participating family members shall indemnify Disney, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies and hereby release them from any liability of whatsoever nature, 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 Participants participation in the Activity including but not limited to any violation of these Entry Terms and/or any third party rights.
9. **Disclaimer.** Disney, 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 disruptions, injuries, losses or damages caused by events beyond the control of Disney; or (d) any printing or typographical errors in any materials associated with the Activity. Disney reserves the right to remove any Image(s) from the Official Social Media Platform(s) in its sole discretion.
10. **Other General Terms:**
- i. The Participant(s) agree and confirm that Disney 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 Disney and/or its affiliates. For purposes of these Entry Terms, "receipt" of an entry occurs when the website server records the entry information upon the entrant clicking "Submit" button. Any automated receipt confirmation does not constitute proof of actual receipt.

- ii.** For the purposes of this Activity, any content uploaded on the Activity Page in any format other than that prescribed in these Entry Terms will be deemed invalid and will be disqualified from the Activity without any prior intimation by Disney.
- iii.** The upload or submission of Image(s) 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 submitting Image(s) while roaming in different circle/ zone, additional roaming rates may apply. Disney 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 Disney.
- iv.** 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 Disney promptly, as and when called upon, in relation to your participation in this Activity. Disney reserves the right to reject the entry and disqualify Your participation in case of non-submission and/or delayed submission of such additional documents.
- v.** You hereby understand that, upon completion of submission of Image(s), You shall not withdraw the Image(s) for any reason whatsoever.
- vi.** Disney 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 submission of the content on the Activity Page, 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 Disney, 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 Disney's entire liability under these Entry Terms 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 Disney'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, Disney 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 Disney. You further acknowledge that mere submission of the Image(s) on the Activity 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 Disney.
- 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 Disney in connection with this Activity; and agree to make **no** public press announcements or information for publication without the explicit approval of Disney.
- 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 Entry Terms.
- xiii.** The Activity shall be null and void in any jurisdiction where prohibited by law.

11. **Miscellaneous.** Participants agree to be bound by these Entry Terms and by the decisions of Disney, which are final and binding in all respects. Disney in its sole discretion, reserves the right to change these Entry Terms at any time and/or to suspend or cancel the Activity including if any viruses, bugs, unauthorized human intervention or other causes beyond Disney's control affect the administration, security or proper conduct of the Activity. Participants who violate the Entry Terms, or tamper with the operation of the Activity (in each case as determined in Disney's sole and absolute discretion) are subject to disqualification. Disney reserves the right to exclude Participants whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Activity.
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. **Queries:** For any queries on the terms of this Activity, please reach out to us at [mail@disneyjunior.com](mailto:mail@disneyjunior.com)
14. None of the above paragraphs limits any other.