

## TERMS & CONDITIONS

**NO PURCHASE NECESSARY.** Please read the following are terms and conditions (**'Terms'/'Terms and Conditions'**) before entering into the **"Infinity Stone Heist Contest"** (**'Contest'**) conducted by UTV Software Communications Private Limited (**'Disney'**) for celebrating 5 (five) years of the release of the film 'Avengers Endgame' (**'Film'**). The Contest shall commence from April 26, 2024, from 12 PM IST onwards, and shall conclude on May 2, 2024 at 11.59 PM IST and/or till any other time, based on the sole discretion of Disney (**'Contest Period'**).

The Contest invites interested persons (**'Participant(s)'/ 'You'**) to voluntarily participate in the Contest by following the mechanism detailed herein and following all required mandates herein below for the Contest Period. If you do not agree or cannot comply with any of the Terms then, please do not participate in the Contest. You can access/view these terms at the following <https://www.disney.in> (**'Website'**).

The Contest will be held on the Instagram handle of 'Marvel India', at [https://www.instagram.com/marvel\\_india/](https://www.instagram.com/marvel_india/), during the Contest Period and is open for participation by Participants/users in India. The Contest will be held on Instagram by way of static posts and stories.

Any information gathered through this Terms and Conditions shall be subject to Disney's Privacy Policy (as defined below) incorporated herein by reference.

You hereby agree and understand that Disney will have access to and collect information and data shared by the Participants, including their personal information (**"Data"**). By participating in the Contest, the Participants hereby consent to the collection, receipt, storage, processing, disclosure, transfer, use, retention and sharing of the Data by Disney, its affiliates, and designated third parties in accordance with the terms of Disney's Privacy Policy which is accessible at <http://www.disney.in>. By participating in the Contest, the Participants further consent to receiving automated SMS on their phone numbers.

By participating in the Contest, it is deemed that You have read, understood, accepted and agreed to irrevocably and unconditionally abide with and be bound by all the terms and conditions of the Contest, including these Terms and the Privacy Policy. If you do not agree to be bound or cannot comply with any of these Terms and/or the Privacy Policy, please do not continue. Your act of participating in the Contest shall be deemed to be your absolute agreement to the Terms, Privacy Policy (incorporated herein by reference) of Disney as prescribed from time to time. The Contest shall be governed by the Principal Rules and General Rules of these Terms stated herein below, the Privacy Policy and all the Participants in the Contest shall unconditionally accept and agree to comply with and abide by the same. The decision of Disney on all matters relating to your participation shall be final and binding in all respects. The Privacy Policy shall govern all usage of any information as detailed in the Privacy Policy including but not limited to any personal information including landline number and/or mobile phone number and/or any information in relation to the Contest gathered hereunder (**"Personal Information"**).

### **I. PRINCIPAL RULES**

1. To participate in the Contest, the Participant(s) shall satisfy the eligibility criteria follow the procedure as detailed below. Person(s) who do not comply with the following criteria should not participate in the Contest.
  - (i) Participant(s) must be citizen and resident of India and of 18 (eighteen) years of age or above at the start date of the Contest Period.
  - (ii) The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.
  - (iii) Employees of and/or consultants of and/or persons hired on contract by Disney and/or its affiliates and the members of their immediate family member(s) are ineligible from participating in the Contest.
  - (iv) The Participant should abide by all the applicable laws at all times.
2. Non-conformance by the Participant(s) to any and all the Terms herein or as set by Disney from time to time will make such Participant's participation null and void.

3. The Contest will be announced and promoted on Instagram handle of 'Marvel India', other social media platforms and/or any other means at the sole discretion of Disney, and such promotion will continue till May 2, 2024 and/or till any other time, based on the sole discretion of Disney.
4. During the Contest Period, upon acceptance of the Terms by the Participants, the Participants will be asked to visit certain Instagram handles, including Marvel India, to collect all 'Infinity Stones', answer certain quiz questions and submit confirmation of completion of task by sending a DM (direct message) to 'Marvel India' on Instagram.
5. Disney will sufficiently promote the Contest on Instagram handle of 'Marvel India' and/or its social media platforms, to ensure that no Participant is misled, and each Participant fully understands the entire process and costs (if applicable) for participating.
6. The promotion for the Contest will be shown through promos and/or content on the Instagram handle of 'Marvel India' and/or on Disney's social media platforms during the Contest Period.
7. Participation in the Contest after the Contest Period stated in these rules and regulations shall not be considered and shall be deemed null and void.
8. One Participant, who successfully completes the Task, shall be declared as the winner of the Contest ("**Winner**") at the sole discretion of Disney. It is understood that any announcement regarding the Winner shall be at the sole discretion of Disney and shall be final and binding and the Participants shall in no event challenge and/or dispute the decision made by Disney in this regard.
9. Any costs or expenses incurred to participate in the Contest shall be borne by You and Disney shall not be liable for any such costs or expenses.
10. It is agreed that Disney shall not be responsible in the event the Participant fails to participate in the Contest due to any network error of any nature whatsoever.
11. The Winner shall receive a 'TVS Raider' bike as the prize/gratification for winning the Contest. You agree and acknowledge that there is no other prize/gratification for the Contest. It is clarified that all costs including mobile data charges, if any, towards making the Contest shall be borne by the Participant solely without any recourse whatsoever to Disney.
12. Disney reserves the right to disqualify any Participant(s) from participating in the Contest if the Participant(s) are found to be in breach of any provisions of these Terms. The decision of Disney 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 Disney.
13. Disney reserves the right to modify the Contest at any time, at its discretion without prior intimation. Disney reserves all rights to make amendments to the existing Terms and Conditions or withdraw, change, alter the Contest without assigning any reasons and/or without giving any prior notice. Such decision shall be final and binding on the Participant(s) and to the extent permissible in law the same shall not be disputed and/or challenged in a court of law by the Participant(s). It shall be the sole responsibility of the Participant(s) to review the Terms and Conditions and Privacy Policy, from time to time.

## II. GENERAL RULES

1. Disney reserves all rights to make amendments to the existing Terms or withdraw/suspend the Contest without any recourse and/or liability to any/ all of the Participant(s) whatsoever and without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms of the Contest and the Privacy Policy.

2. Proof of age, if requested, of the Participant(s) must be submitted to Disney as may be required by Disney to confirm the eligibility of the Participant(s). The Participant(s) represents and undertakes to execute and produce such further documents as may be required by Disney in relation to the Contest. Disney also reserves the right to disqualify a Participant in case a discrepancy is found in the information furnished/provided/stated by the Participant at any point in time.
3. Disney may at its sole discretion extend or curtail the Contest Period of the Contest or may suspend or abandon the same at any time without any prior notice of the same. Disney reserves the right to cancel and/or reschedule the Film and/or Contest and/or extend or alter the Contest Period without assigning any reasons and/or without giving any prior intimation to the Participant(s). Such decision shall be final and binding on the Participant(s) and to the extent permissible in law the same shall not be disputed and/or challenged in a court of law by the Participant(s).
4. Participant(s) shall at all times ensure that their participation adheres to the applicable laws in force in the territory of India.
5. Disney shall not be responsible in the event the Participant is unable to make Contest due to any error of any nature whatsoever. The Participant(s) agree and confirm that Disney shall at no time be held responsible and/or liable for such events due to a technical error and/or network issue, and to the extent permissible in law, the Participant(s) waives their right to initiate any claim, proceedings, actions, damages, suits, in relation to the same against Disney. Disney shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, glitches, unclear network, disruption in the network, technical disruption, connection failure, electricity failure, any other reason whatsoever and/or the cost (if any) of the telecom/mobile operator, etc. Any dispute in connection to the above shall be settled between the subscribers/Participants and the telecom/mobile operator directly, without involving Disney. In the event of any fault, misunderstanding or dispute concerning any part of the Contest, the decision of Disney shall be final and binding.
6. In case of any telecom and /or network failure and /or technical failure in making the Contest and /or logging on to the official website of Disney and/or for any reasons whatsoever, Disney reserves the right to at its sole discretion to change/amend the Contest and/or Terms during the Term, in any manner it may deem fit and necessary. In addition, Disney shall not be liable and /or responsible in any manner whatsoever in the event of any malfunction/fault /failure including without limitation failure in making the Contest due to any reason whatsoever including technical disruption/phone lines being open /close /default in lines /connection or inability to make the Contest / close or default / failure/ any other difficulties of such nature due to which the Participant is unable to make the Contest / any uninterrupted, timely, secure or error-free functioning, delays, disruptions, or imperfections of the Website and /or informed on the Contest due to technical /technological restrictions and /or due to reasons /events/incidents beyond the reasonable control of Disney.
7. For the avoidance of doubt, by participating in the Contest, the Participant(s) is representing that its participation is not confidential or comprise any sensitive personal information. For the purposes of these Terms, "Sensitive Personal Information" shall bear the meaning ascribed to it under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and shall include information relating to password; financial information such as Bank account or credit card or debit card or other payment instrument details; physical, physiological and mental health condition; sexual orientation; medical records and history; biometric information. For the purposes of these Terms, the term "confidential information" shall mean any and all information which may be of a confidential nature to the Participant(s) and/or to a third party and the Participant(s) is not authorized by such third party to reveal such information.
8. Disney shall not be responsible or liable for any network error/ technical disruption and/or failure and/or any other difficulties of such nature.
9. Disney reserves the right to disqualify any Participant(s) from participating in the Contest if the Participant(s) are found to be in breach of any provisions of these Terms or as revised from time to time. Disney reserves the absolute right and discretion to initiate any action against the Participant, if Disney:

- (a) receives any notice or complaint relating to the participation of the Participant not being compliant of the Terms;
- (b) determines at its sole discretion that the Participant has engaged in any activities which are blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libelous and/or is contrary to any law in force; is grossly harmful, harassing, defamatory, obscene, pornographic, pedophilic, libelous, 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; harm minors in any way; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

The decision of Disney in this regard shall be final and binding upon the Participant(s), and the Participant shall not at any time challenge and/or dispute such decision of Disney.

- 10. The Participant(s) agrees and confirms that the Participant(s) shall not be entitled to any gratification at any time.
- 11. The Participant(s) agrees that it shall not hold Disney and/or its employees, responsible for delays or any problem in connection to the Website.
- 12. The Participant(s) agrees that if due to any reason, whatsoever, beyond the control of Disney the number shared by Disney becomes ineffective or invalid, Disney cannot be held responsible and/or liable for the same.
- 13. Disney is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the Participant(s) in any manner whatsoever or for any reason whatsoever in connection to the Contest. The Participant(s) shall not in any circumstances make any claims against the Disney entities arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly to the Participant(s)'s participation or inability to participate in the Contest or any related Contest, to the extent permitted under law.
- 14. The Participant(s) shall do any and all acts and execute any and all documents in such manner and at such location as may be required by Disney in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to Disney.
- 15. Each Participant(s) consents to the use of information supplied by the Participant(s) for the purposes as set out in these Terms.
- 16. Disney shall not be responsible for any cost, expenses, taxes, duties, charges, fees, and levies for the Contest, as maybe applicable under the applicable laws, in relation to the Contest and any such costs, if applicable, shall be solely borne by the Participant(s).
- 17. Disney shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the call or Internet session charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscribers/Participants and the telecom/mobile operator directly, without involving either Disney.
- 18. The Participant(s) shall fully indemnify, defend and hold harmless, Disney its affiliates, officers, directors, employees and agents (collectively the "Indemnified Persons") from and against any and

all losses, claims, actions, damages, liabilities, penalties, costs and expenses, (including without limitation reasonable attorneys' fees and court fees) (collectively "Losses"), that the Indemnified Person may incur or suffer or likely to incur or suffer as a result of or arising out of any (i) breach of any terms and conditions hereunder; (ii) willful misconduct or negligent acts or omissions; (iii) any claims by any third party for any losses, damages, costs, expenses, injuries suffered by such third party, arising out of or in relation to the Participant(s).

19. Each Participant acknowledges and agrees that:
  - (a) The Participant has read, understood and accepted the Privacy Policy and understands and agrees that the Participant's Data is subject to the terms of these Terms and the Privacy Policy.
  - (b) The Data may be collected by Disney pursuant to the Terms, in connection with the Contest and it may be necessary for Disney to collect the Data for the Contest and the uses set out below in (c) below.
  - (c) The Data will be used in respect of the Contest on any platforms owned by Disney.
  - (d) The Data may be shared by Disney with any designated third parties, as deemed fit, in connection with the Contest.
  - (e) The Participant has the rights to: (i) review his/her Data for deficiencies and inaccuracies, and request Disney to correct or amend the Personal Information, to the extent deemed feasible by Disney; and (ii) withdraw the consent provided under these Terms. Provided that Disney shall not be liable for any collection, receipt, storage, use, transfer or disclosure of Data prior to such withdrawal of consent or request for correction or amendment of Data. Additionally, upon any such withdrawal of consent or request to review and correct or amend the Participant's Data, Disney shall be entitled to disqualify the Participant's participation in the Contest, as deemed fit and necessary by Disney at its sole discretion.
  - (f) All the Data submitted by the Participant is true, correct and complete in all respects and in no event will Disney and/or its affiliates be liable for either of the authenticity of the Data or any inaccuracies or deficiencies in the Data. Disney has provided the Participant with the option to opt out of providing the Data, and the Participant has not exercised such option.
20. These Terms, and any rights and licenses granted hereunder, may not be dealt with, licensed, transferred or assigned by the Participant. Notwithstanding Disney shall, at all times, without any restriction(s) and/or prior approval(s) have the right to assign/ transfer/ license and/or in any manner part with the rights and obligations contained. Further, the Participant in consideration of participating in the Contest, hereby grants a royalty free, non-exclusive, irrevocable, perpetual, freely sub licensable license to Disney for use of its participation in the entire world in any media deemed fit.
21. Disney makes no representations and/or warranties regarding the Contest, or any matter in connection therewith other than those expressly given in these Terms and hereby expressly disclaims all other warranties, expressed or implied.
22. The Participant agrees that the participation in the Contest shall be at the Participant's sole risk. To the fullest extent permitted by law, Disney, including its licensors, their respective affiliates, and each of their respective officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Contest.
23. The Participant(s) acknowledges that in case the performance of this Contest cannot be fulfilled due to war, industrial action, flood, pandemic, epidemic, any act of God or force majeure event then such non-performance or failure shall not be deemed as a breach of these Terms and if such inability to perform such obligation continues for a period of five (5) days, then Disney shall be at liberty and upon their sole discretion to terminate any such participation of a Participant forthwith and such decision shall be final and binding on the Participant(s).
24. By participating in the Contest, it shall be construed that the Participant(s) has waived its right to raise any dispute with regard to the Contest and/or the Website and/or any decision of Disney, in any manner whatsoever.

25. Participant(s) participating in the Contest hereby acknowledge and agree that the relationship between Disney and its affiliated companies and them is not a confidential, fiduciary, or other special relationship.
26. LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT: (I) 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; AND (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED AND ASSOCIATED WITH PARTICIPATING IN THE CONTEST (IF ANY). NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL DISNEY AND/OR DISNEY ENTITIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER DIRECT OR INDIRECT, ARISING IN ANY WAY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN ANY CASE DISNEY'S ENTIRE LIABILITY UNDER THESE TERMS AND THE PRIVACY POLICY SHALL NOT EXCEED THE TOTAL MONETARY VALUE OF RUPEES HUNDRED.
27. The Participant undertakes that the Participant shall adhere to the policies of Disney as informed to the Participant from time to time. The Participant shall at all times adhere to all applicable laws in the territory, including but not limited to the applicable anti-corruption and anti-bribery laws, and code of conduct. The Participant's attendance may be withdrawn or subject to limitation upon Disney's sole discretion.
28. The Participant hereby irrevocably agree to will maintain confidentiality in respect of any response and/or official communication that is provided to the Participant from an employee or representative at Disney in connection with this Contest; and agree to make no public press announcements or information for publication without the explicit approval of Disney.
29. The Participant shall not undertake any act, either directly or indirectly or publish any comments, statements on any social media or otherwise through any modes and/or mediums during the Contest Period or otherwise which may bring Disney into public disrepute.
30. Participant(s) acknowledges that in case any portion/clause of these 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 Terms shall be valid and binding and of like effect as though such provision was not included herein.
31. Participant(s) acknowledges that Participant's representations, warranties, indemnities, grant of rights, dispute mechanism and obligations shall survive the efflux of time and the termination of these Terms.
32. These Terms and Conditions shall be construed and governed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Contest shall be referred to a sole arbitrator appointed by Disney and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participant(s) who has raised the dispute. The arbitrator's award shall be substantiated in writing and shall be binding on the Participant(s).
33. Subject to the provision of Clause 32 above of the General Rules, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim reliefs under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Mumbai, India.
34. The contents as detailed in this Terms (including all the revisions and additions thereto from time to time) constitute the entire understanding and agreement between the Participant and Disney in this

connection, and supersedes all prior understandings, if any, whether written or oral, between the Participant and Disney, in this connection.

35. The Participant hereby acknowledges that the Participant's participation in the Contest is voluntary and out of its free will and consent, without any monetary compensation whatsoever.
36. The Participant hereby acknowledges that the Participant has fully read and understood these Terms voluntarily, without coercion or any undue influence of any kind whatsoever on the part of Disney and with complete understanding of all of the terms and conditions contained herein and shall agree to the contents of these Terms and Conditions.
37. In case of any queries in relation to this Contest, you can write to [bhavya.chopra@disney.com](mailto:bhavya.chopra@disney.com). Disney shall endeavour to reply to the same within a reasonable time.