

TERMS AND CONDITIONS FOR THE CONTEST

#InstagramQuest

A. ACCEPTANCE OF TERMS AND CONDITIONS

1. The terms and conditions ("***Terms and Conditions***") as set out below by MSM-Worldwide Factual Media Private Limited, a company incorporated under the Companies Act, 2013 with its registered address at 4th Floor, Interface Building 7, Off Malad Link Road, Malad (West) Mumbai 400064 ("***MSMW***") in relation to the Contest (defined hereinafter) shall be a legally binding agreement between the Participant (defined hereinafter) and MSMW.
2. By participating in the Contest, the Participant represents and warrants that the Participant has read and understood the Terms and Conditions.

B. THE CONTEST AND PARTICIPATION

1. The contest 'Instagram Quest' ("***Contest***") is hosted by MSMW on Instagram ("***Platform***") during the period commencing from September 4, 2017 at 12:00 hours Indian Standard Time ("***IST***") and ending on September 15, 2017 at 23:59 hours IST ("***Period***").
2. The Contest shall be promoted by MSMW's channel namely Sony BBC Earth ("***Channel***") and hosted on the Platform via the Channel's account '<https://instagram.com/SonyBBCEarth>' ("***Channel Account***") on the Platform.
3. To participate in the Contest, any person fulfilling the below mentioned eligibility criteria and participating in the Contest ("***Participant***") shall during the Period, be required answer all six (6) questions of Content in a manner set out herein. The Participant can begin the Contest by clicking on the 'Instagram Quest' post shared on the Channel Account. By clicking on the said post, a tag will appear on the image. The Participant will be required to click on the tag which will lead the Participant to another profile which will have landscapes and posts related to the 1st question of the Contest. The Participant shall then answer the question in the comment section below and click on the image which will have the tag of the profile which will lead the Participant to the 2nd profile and 2nd question of the Contest. The Participant will be required to repeat the process of answering the question in the comment section of the post consisting the question and clicking on the image for the tag to the next profile till the Participant answers the 6th question on the 6th profile on the Platform. Once the Participant has answered the 6th question, the Participant shall click on the image and click on the tag appearing there, which would lead the Participant back to the Channel Account. Once the Participant has answered all the 6 (six) questions, the Participant should comment on the said 'Instagram Quest' post on the Channel Account stating that the Participant has successfully completed the Contest ("***Entry***").
4. The Participant shall ensure that the Entry:

- a) shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights; The Participant shall indemnify the MSMW, its officials, employees, representatives against any claim, loss, damages and liability arising as a result of infringement of third party rights including but not limited to intellectual property rights.
 - b) is not harmful, harassing, blasphemous, defamatory, obscene, pedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever;
 - c) does not harm minors in any way;
 - d) does not violate any law for the time being in force;
 - e) does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - f) does not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - g) shall not create any liability for MSMW or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders.
5. The Participant can send as many Entries as he/she wants in relation to the Contest on the Platform however the same shall not increase such Participant's chances of winning the Contest over the other participant(s) who have sent only one Entry during the Period.
 6. Incomplete Entries and/or the Entries submitted after the Period shall not be considered for the Contest and shall be null and void.
 7. At the end of the Period, MSMW shall select three (3) winners from the Platform from among the Entries submitted by the participants on the Platform, basis on a random selection process by MSMW and/or its representatives ("Winners"). MSMW reserves the right to select the Winners of the Contest and such decision shall be final and binding on the Participants.
 8. MSMW reserves its right to select and declare or not to declare the Winner if no contestant has submitted entries up to the satisfaction of MSMW. Decision of MSMW in this regard is final and no correspondence in this regard will be entertained.
 9. Each Winner of the Contest shall win a Go Pro Camera as per the sole discretion of MSMW ("Prize").
 10. In order to be eligible for the Prize, the Entries submitted by the Participant shall be as per the Terms and Conditions stated herein.
 11. In the event of any discrepancy as to the date and/or the time of receipt of Entries, MSMW shall have the final decision in resolving such discrepancy.

C. ELIGIBILITY OF THE PARTICIPANT FOR PARTICIPATION IN THE CONTEST

1. The Contest is open for residents of India only who access to the Platform with a valid account on the Platform and the Channel/Channel's website from India IP address. For purposes of clarity, an Indian resident accessing the Platform and the Channel/Channel's website from a foreign IP address shall not be entitled to participate due to the Contest being geo blocked outside India.
2. Non-resident Indians are not eligible for participation in the Contest even if they participate by accessing to the Platforms page of the channel/channel website from India IP address.
3. The Participant must have attained the age of 18 years to participate in the Contest.
4. Employees, agents and promoters (including their immediate family members) of MSMW and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
5. MSMW reserves the right to disqualify any Participant from participating in the Contest without assigning any reason. The decision of MSMW in this regard shall be final and binding upon the Participant.

D. TERMS AND CONDITIONS TO CLAIM THE PRIZE

1. The name of the Winners will be announced on the Channel's Account on the Platform on September 16, 2017. The Winners will have to send a direct message to the Platform with their name, telephone no, postal address, e-mail address and photo ID proof within a period of 48 hours from the announcement of the Winner on the Channel's account on the Platform, failing which MSMW may select another winner. Upon receiving the mailing address, MSMW shall courier the Prize to such mailing address of the Winner, accordingly.
2. To claim the Prize, the Winner may be required to provide a copy of valid proof of identity, age and address or any other document as may be required by MSMW at its sole discretion to MSMW.
3. The Prize will be sent via courier to the address provided by the Winners upon successful contact by MSMW.
4. The Prize will be awarded to the Winner pursuant to verification and in accordance with these Terms and Conditions. The risk and title in the Prize vests in the Winner upon MSMW's dispatch of the Prize.
5. While accepting the Prize, the Winners may be required to sign an "indemnity and release of claims" form provided by MSMW, as the case may be, which shall release MSMW of all liability. Failure to complete and sign any documents requested by MSMW may result in disqualification and selection of an alternate Winner. All decisions of MSMW are final in this regard.

6. MSMW shall not be liable for any defect in the Prize and makes no representation and/or warranty regarding the Prize and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty or merchantability or fitness of the Prize for a particular purpose.
7. Each Winner can claim a Prize only once in this Contest. Any subsequent wins (if declared) by the same person will be automatically void.

E. OTHER TERMS AND CONDITIONS

1. By participating in the Contest, each Participant agrees to follow these Terms and Conditions and to be bound by any decisions made by MSMW in its sole discretion, including any interpretations of the Terms and Conditions.
2. MSMW reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest including the Period at any time without any prior notice. By entering into the Contest the participant agrees to such amended terms.
3. The Participant agrees and understands that when using the Platform, the Participant will be exposed to entries from a variety of sources and users, and that MSMW is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such entries. User further understands and acknowledge that he/she may be exposed to entries that is inaccurate, offensive, indecent, or objectionable, and he/she agrees to waive, and hereby do waive, any legal or equitable rights or remedies he/she has or may have against MSMW with respect thereto, and agree to indemnify and hold MSMW its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to his/her access to or use of the Platform.
4. MSMW shall not be responsible for any technical disruption and/or failure/ server problems and/ or any other difficulties of such nature, due to which the Participant is unable to submit the Entry on the Platform and/or participate in the Contest.
5. MSMW assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. The Participant is responsible for obtaining access to the Platform.
6. MSMW including their divisions, affiliates and subsidiaries, and their respective agents and representatives, owners, distributors, retailers, and advertising/promotion agencies, are not responsible for any loss of Entries for any reason whatsoever including, due to any problems caused, service providers, technical disruption and/or failure/ server problems and/ or any other difficulties for Entries received after the Period. Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions.
7. Mere participation in the Contest does not entitle the participants to win a Prize.

8. MSMW does not provide any implied or express warranties or guarantees with respect to usability and sizes of the Prize.
9. Prize is not transferable, assignable or exchangeable. The Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Winner, and no other person or agent, may claim the Prize.
10. MSMW has the right to substitute the Prize with other prize of similar or equal value, as determined by MSMW in its sole discretion.
11. MSMW is not responsible for any errors or omissions in the Terms and Conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. MSMW makes no representations and disclaims all express, implied, and statutory warranties of any kind to the participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.
12. Under no circumstance shall MSMW and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if MSMW has been advised of the possibility of such damages. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against MSMW and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
13. By entering into the Contest, the Winner waive all copyrights, rights of publicity and any related rights and consents to MSMW's right to picture, tape or portray him/her as a Winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law.
14. The Participant consent to MSMW's right to use his/her name, voice or picture, or the content of his/her Entry(ies) (collectively, the "**Publicity Rights**") on the Channel's account on the Platform, the Channel, Channel's website or otherwise.
15. **Privacy Policy:** This Contest requires the Winners to provide the following information only i.e. name, email id, address and mobile number ("**Personal Identifiable Information**"). The Personal Identifiable Information is requested to process the results of the Contest (for example, identifying entries, etc.), declare and inform the winners of the Contest and deliver the Prizes. Save and except for the Winners of the Contest, Personal Identifiable Information is not retained by MSMW and its agencies under any circumstances and is deleted from all of our records within thirty (30) days of completion of the Contest, declaration and disbursement of gratification of the Contest. It is clarified that MSMW does not use the Personal Identifiable Information for any purpose except for processing the results of the Contest, declare and inform the Winners of the Contest and deliver the Prizes to the Winners.

16. Providing information to MSMW is voluntary and the Participant's personal choice. By participating in the Contest , the Participant agrees to allow MSMW authorized use of the Participant's information and the Participant agrees to abide by the Terms and Conditions of the Contest.
17. The transmission of information over the internet is not completely secure. Although MSMW strive to protect the Participant's personal data, MSMW cannot guarantee the security of the Participant's data while it is being transmitted via the internet; any transmission is at the Participant's risk and without any liability to MSMW.
18. The decisions of MSMW and its representatives shall be final and binding on all aspects of the Contest.
19. The Contest shall be governed by and construed in accordance with the applicable laws in India including the privacy laws of India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.