

TERMS AND CONDITIONS
PLANET EARTH 2 @ INOX CONTEST

Planet Earth 2 @ INOX CONTEST (herein after referred to as the "**Contest**") is hosted by MSM-Worldwide Factual Media Private Limited and/or its affiliates ("**Contest Organiser**") on such terms and conditions as stated hereunder ("**Terms and Conditions**")

I. Contest Details

- i. The Content shall be promoted through On-Air on the channel Sony BBC Earth and Contest Organiser's social media platforms. Any person interested in participating in the Contest ("**Contest Participant(s)**"), shall have to give a missed call on the number 9223025333 ("**Contest Platform**"). After giving the call, it will cut itself and the Contest Participant shall receive, a pre-recorded IVR call on the phone number from where he/she dialed within five (5) minutes. The Contest Participant will have to correctly answer the following question relating to the show PLANET EARTH II ("**Show**") asked on the phone ("**Contest Question**") and choose Mumbai, Delhi NCR, Bangalore or Pune as the city of his/her residence to be eligible to win the Contest Prize:

Q. Who is the presenter of the Planet Earth II?

- a. *David Attenborough*
- b. *Tom Cruise*

- ii. The Contest shall be open for participation from August 26, 2017 at 12:00 hours (IST) till September 11, 2017 until 11:59 p.m. (IST) ("**Contest Period**").
- iii. From the list of Contest Participants providing the correct answer, the Contest Organiser shall, on the basis of random selection process, select, a minimum of 20 (twenty) winners up to a maximum 60 (Sixty) winners across all the cities ("**Contest Winner(s)**") and select the Contest Winners on 14th September, 2017 ("**Announcement Date**").
- iv. The Contest Winners shall be contacted via phone call within seventy two (72) hours of the Announcement Date or such other date as may be notified by Contest Organiser. The Contest Organizer will attempt to contact the selected Contest Winner by telephone on the number entered by the relevant Contest Participant. From the first attempt to call, the Contest Organizer will attempt two (2) more times to contact the Contest Winner. If the Contest Winner fails to receive this call due to any reason, the Contest Organiser will not make any further attempts to contact the said Contest Winner. In the event, successful contact with the Contest Winner is not established that Contest Winner shall not be considered for the Contest Prize and Contest Organiser may/may not choose other Contest Winner at its sole discretion. After the Contest Winners have been contacted by the Contest Organiser, the Contest Organiser may announce the names of the Contest Winners on the Contest Organiser's facebook page www.facebook.com/SonyBBCEarth.
- v. Each Contest Winner shall win exclusive 2 (two) premiere screening tickets to the first episode of the show Planet Earth II ("**Pilot Episode**") for the theatre in the city of his/her residence as intimated at the time of participation ("**Contest Prize**"). The Pilot Episode will be premiered at a theatre of the Content Organiser's choice in Mumbai, Delhi NCR, Bangalore and Pune on such

dates as determined by the Contest Organiser at its sole discretion. The allocation of the seats shall be at the sole discretion of the Contest Organiser.

A GENERAL TERMS & CONDITIONS

1. The Contest Winner shall be eligible to win the Contest Prize as decided by Contest Organiser at Contest Organiser's sole discretion. Any and all taxes and/or levies applicable under the laws of India shall be borne by the Contest Winner in relation to the Contest Prize.
2. Incomplete, erroneous and/or submission of answers/response submitted after the Contest Period shall not be considered and shall be null and void.
3. Contest Organiser 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 participate in the Contest.
4. Each Contest Participant(s) stand a chance of winning only once during the Contest and any subsequent wins if declared, will be automatically void.
5. Contest Organiser reserves the right to disqualify any Contest Participant from participating in the Contest without assigning any reason. The decision of Contest Organiser in this regard shall be final and binding upon the Contest Participants.
6. The Contest Participants shall ensure that the answer/response/post on the Contest Platforms:
 - (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 participants shall indemnify the Contest Organiser, its officials, employees, representatives against any claim, loss, damages and liability arising as a result of infringement of third party intellectual property rights;
 - (b) is not harmful, harassing, blasphemous, defamatory, obscene, pedophilic, libelous, 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) they are well aware of the terms and shall participate in the Contest with strict adherence to such terms and policies. In no event Contest Organiser shall be responsible or held liable for any acts of the Contest Participants;
 - (g) shall not create any liability for Contest Organiser or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders;
 - (h) the participant(s) represents and warrants that the entry is an original work of the participant and the participant has all necessary rights, licenses, consents and permissions to use, and to authorize Contest Organiser to use, any and all copyrights, or other intellectual property rights in and to entries in order for Contest Organiser to use the entries on any of its platforms or otherwise;
 - (i) in the event of any discrepancy as to the date and/or the time of receipt of any entry, Contest Organiser shall have the final decision in resolving such discrepancy;
 - (j) in relation to the Contest, Contest Organiser shall make any such marketing and/or promotional announcement as a part of its promotional activity. Contest Organiser does not confirm the validity/truthfulness of such promotional announcement. For the purpose of

Contest, the promotional communication states such as 'exclusive theatrical premier', which merely means the official theatrical release of the Pilot Episode.

B. ELIGIBILITY FOR PARTICIPATION IN THE CONTEST

1. The Participant must have attained the age of 18 years to participate in the Contest and be a resident of Mumbai, Delhi NCR, Bangalore or Pune.
2. This Contest is strictly governed by the laws of India including the Privacy Laws of India.
3. Employees, agents and promoters (including their immediate family members) of Contest Organiser 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.

C. TERMS AND CONDITIONS TO CLAIM THE CONTEST PRIZE

1. The mode of delivery/obtaining the Contest Prize shall be communicated by Contest Organiser to Contest Winner upon completion of the Contest Period at Contest Organiser's sole discretion.
2. Upon receiving the contact details within the above-mentioned timeline, if any details are found missing or Contest Organiser requires any further information/clarification from the Contest Winner to effectively coordinate the Prize delivery, Contest Organiser shall make a maximum of two attempts to contact the Contest Winner within a span of twenty four (24) hours of receiving contact details. However, in the event Contest Organiser fails to establish successful contact with Contest Winner and/or is unable to coordinate the Prize delivery for any reason, Contest Organiser shall be not be responsible and/or liable to make any further attempts and/or provide any alternate Prize to the Contest Winner.
3. The Contest Winner shall collect the Contest Prize upon showing and confirming the Contest Winner's name, mobile number, email address, photo ID proof and such other compliance as may be required by Contest Organiser. Failing to collect the Contest Prize or in the event, not presenting necessary proof of participation and identity to the satisfaction of Contest Organiser, Contest Winner shall be disqualified from collecting the Contest Prize and Contest Organiser may, at its discretion, select other Contest Winner. If Contest Organiser is unable to establish successful contact with the Contest Winner and/or Contest Winner does not provide necessary contact details as mentioned above for establishing contact, that Contest Winner shall not be considered for the Contest Prize and Contest Organiser may choose any other Contest Winner at its sole discretion.
4. Contest Organiser shall not be liable for any defect, loss, harm to the Winner while claiming the Contest Prize and makes no representation and/or warranty regarding the same and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty related to the venue of the premier of the Pilot Episode. Further, the Contest Organiser shall not be liable for any cost or expense over and above the Contest Prize including without limitation delivery and travel expenses. In the event there is any change in date/time of preview screening of the Pilot Episode, Contest Organiser shall not be responsible for the same and is not duty bound to keep the Contest Winners informed of the same.

D. OTHER TERMS AND CONDITIONS

1. By participating in the Contest, each Contest Participant agrees to be bound by any decisions made by Contest Organiser in its sole discretion, including any interpretations of the Terms and Conditions.
2. Contest Organiser 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 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 answers/responses received before or after the Contest Period. Answers/responses 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.
3. Contest Organiser reserves its right to select and declare or not to declare the Contest Winner and/or the Winners if no contestant has submitted answer/response upto the satisfaction of Contest Organiser. Decision of Contest Organiser in this regard is final and no correspondence in this regard will be entertained.
4. While accepting the Contest Prize, Contest Winner may be required to sign an "indemnity and release of claims" form provided by Contest Organiser, as the case may be, which shall release Contest Organiser of all liability. Failure to complete and sign any documents requested by Contest Organiser may result in disqualification. All decisions of Contest Organiser are final in this regard. In any event, by participating in this Contest, Contest Participants undertake and represent that in no event Contest Organiser shall be held responsible and/or liable for any cause of action arising out and/or related to this Contest.
5. Mere participation in the Contest does not entitle the Contest Participants to win the Contest Prize.
6. The Contest Prize will be awarded pursuant to verification and in accordance with these Terms and Conditions.
7. Contest Prize is not transferable, assignable or exchangeable. The Contest Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Contest Winner, and no other person or agent, may claim the Contest Prize, as applicable. Contest Prize may not be sold, offered for sale or used in connection with any other competition or promotion by the Contest Winner.
8. Contest Organiser has the right to substitute the Contest Prize with any other prize of similar or equal value, as determined by Contest Organiser in its sole discretion.
9. Contest Organiser reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest and/or terminate the Contest at any time without any prior notice. By entering into the Contest the Contest Participant agrees to such amended terms.
10. Contest Organiser 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. Contest Organiser makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Contest Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.
11. Under no circumstance, unless due to willful misconduct or gross negligence, shall Contest Organiser and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Contest Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Contest 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 Contest Organiser and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.

12. Contest Winners may be required to take part in reasonable post-competition publicity for Contest Organiser or such other third parties as may be duly authorized by Contest Organiser. Contest Winner may be filmed, photographed or otherwise recorded for publicity. By entering into the Contest, the Contest Winner waives all copyrights, rights of publicity and any related rights and consents Contest Organiser or any third party authorized by the Contest Organiser to have the right to picture, record audio-video, tape or portray him/her as a Contest 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. The Contest Winner also consents Contest Organiser (including third parties authorized by Contest Organiser) to have the right to use his/her name, voice, picture, audio-video recordings or the content of his/her Contest entry(ies) (collectively, the “**Publicity Rights**”).
13. Non-conformance by any Contest Participant and /or Contest Winner of the Contest will result in immediate disqualification of the Contest Participant/Contest Winner from participation or winning the Contest Prize as the case maybe.
14. Privacy Policy: This Contest requires the Contest Winner to provide the following information only i.e. name, email id, city 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. Save and except for the Winners of the Contest, Personal Identifiable Information is not retained by Contest Organiser and its agencies under any circumstances and is deleted from all of our records within forty five (45) days of completion of the Contest, declaration and disbursement of gratification of the Contest. It is clarified that Contest Organiser does not use the Personal Identifiable Information for any purpose except for processing the results of the Contest, declare and inform the Contest Winners and dispatch the Contest Prize accordingly. Providing information to Contest Organiser is your choice. By participating in the Contest, you agree to allow us authorized use of your information and you agree to abide by the Terms and Conditions of the Contest.
15. The transmission of information over the Internet not being completely secure, we strive to protect your personal data. However, we cannot guarantee the security of your data while it is being transmitted to the Platforms or any other transmission, and the same is at your own risk.
16. The decisions of Contest Organiser and its representatives shall be final and binding on all aspects of the Contest.
17. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
18. Your participation in the Contest by submitting the entries will be construed as an acceptance of the above stated Terms and Conditions.