

## TERMS & CONDITIONS OF ENTRY TO "WATER HORSE CONTEST"

- 1) Information on prizes and how to enter the "WATER HORSE CONTEST" (**Competition**) form part of these Terms & Conditions of Entry (**Terms**).
- 2) Entry to the Competition is open to all legal residents of India and who are between the ages of 4 to 14 as at 11 April 2008 (each an **Entrant**). No purchase is necessary to enter the Competition. All Entrants must seek parental and/or guardian approval before participating in the Competition. It will be the responsibility of parents and/or guardians to monitor their children's participation in this Competition. Employees (and their immediate families) of the Promoter (as defined in paragraph 19 below) and Promoter's related companies and advertising agencies may not enter the Competition.
- 3) Entry to the Competition is via registration at the website located at the Uniform Resource Locator: <http://cartoonnetworkindia.com/> (**Website**). Entrants will be solely responsible for all charges incurred in registering him/herself for the Competition, including any internet charges. Entrants may enter the Competition as many times as they wish provided that each entry is separately submitted.
- 4) Entry to the Competition commences on 11 April 2008 and closes at last entry received on 25 April 2008 (**Competition Period**). By entering the Competition, Entrants accept these Terms.
- 5) The prize selection for the Competition will take place at the office of Turner (as defined in paragraph 20 below) on 12 May 2008 at 6:00 pm (India standard time).
- 6) Viewers of television programming service presently called *Cartoon Network* will be invited to enter the Competition by answering a question based on the movie '*Water Horse – The Legend of the Deep*'. The question will be available on a microsite (**Microsite**) linked to the Website. Entrants would be required to enter the correct answer on the Microsite. One Hundred and fifty one (150) winners (**Winners**) will be selected from among the Entrants who have answered the question correctly during the Competition Period. In case the number of correct entries are more than one hundred and fifty, the Winners will be selected by way of a lucky draw. First hundred Winners will win *Water Horse* branded activity books and rest fifty winners will win *Water Horse* branded mugs (**Prizes**).
- 7) Each *Water Horse* branded activity book is valued at approximately Rs. 150/- and each *Water Horse* branded mug is valued at Rs. 75/-. Total value of prizes is a maximum of Rs. 18,750/-.
- 8) The Prizes exclude all spending money, taxes (including taxes on the Prize or any part of it), insurance and other ancillary costs and/or expenses (unless stated to the contrary in these Terms) which are the sole responsibility of each Winner and his/her parent or guardian.
- 9) The judges' decision is based on a set of pre-determined criteria and their decision will be final and binding. No correspondence will be entered into about the Competition or the judges' decision(s). The Prizes are not transferable and not redeemable for cash. Subject, where required, to the authorisation and restrictions of any authorities that have issued permits for this competition, the Promoter or Turner accept no responsibility for any variation in the value of the Prizes (or any part of them) or for lost, damaged or misdirected Prizes or mail. Subject to any restrictions by relevant governmental authorities, the Promoter reserves the right to substitute any Prizes (or any part of them) for an item of similar value. The specifications and brand (as applicable) of the Prizes may change midway, before or after the commencement of the Competition at the sole discretion of the Promoter. Turner is not responsible for the service and support of the Prizes to the Winners.
- 10) Promoter will notify the Winners by telephone to the telephone number submitted with such Winners' Entry. The Promoter reserves the right to use any other method or medium deemed fit in its sole and absolute discretion for the purpose of announcing the Winners. Upon request, the Winners may be required to provide their contact details, passport/identity number, proof of residency, proof of age and or any other details deemed necessary and relevant by the Promoter in its sole discretion prior to the collection of any Prizes. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, the Promoter may direct the judges to select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
- 11) Promoter will courier the Prizes to the Winners at the address given at registration for the Competition on or before 12 June 2008.
- 12) The Winners may, at the absolute discretion of the Promoter, be required to execute a deed of release and indemnity in a form prescribed by the Promoter in order to receive the Prizes. Prizes will be awarded to the Winner's parent or guardian as all Winners will be between the ages of four and fourteen. It is the sole responsibility of the Winners' parents or guardians to monitor or supervise the use of any of the Prizes.

- 13) By entering into this Competition, each Entrant is deemed to have granted Turner and the Promoter the right, at its sole and absolute discretion, to use the nickname, names, photographs, voice or video recordings and entries of such Entrant and/or representatives of such Entrant without obtaining any other further consent or making any payment whatsoever to such Entrant and/or the representatives of such Entrant for publicity, advertising, trade or promotion purposes in any media.
- 14) Entrants' personal information (**PI**) will be collected to enable the Promoter and Turner to administer this Competition as required by the Promoter. The PI of Winners may be provided to others assisting the Promoter. In this regard, including Turner and affiliates and to authorities that regulate this Competition (if applicable). If an Entrant does not truthfully provide all requested PI, Promoter may determine that such Entrant is not eligible to win a Prize in this Competition.
- 15) All entries and all copyright and other rights in such entries become the property of the Promoter. By entering the Competition (unless otherwise advised by the Entrant), each Entrant consents to the information submitted with their entry being entered into a database and to the use by the Promoter and/or its affiliates of this information in any media according to law for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Entrant.
- 16) To the extent permitted by law, Turner or the Promoter make no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, Turner or the Promoter shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, as a result of participating in the Competition or using any of the Prizes.
- 17) The Promoter reserves the right in its sole discretion to disqualify any Entrant who tampers with the entry process and, subject to the approval of those authorities which have issued permits for the conduct of this Competition, to cancel, terminate, modify or suspend the Competition if, for any reason, this Competition is not capable of running as planned, including but not limited to reasons of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Turner that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
- 18) Turner and the Promoter assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. Turner and the Promoter accept no responsibility for any delayed entry that cannot be delivered due to connection issues (failed/partial transmission), malfunctions, inaccessibility, unavailability, acts or omission of service providers in relation to this Competition. Turner and the Promoter are not responsible for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by Turner or the Promoter on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of the above (as applicable), including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation or downloading any materials in or in connection with this Competition. **CAUTION:** any attempt to deliberately damage any website or the information on a website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, Turner and the Promoter reserve the right to seek damages to the fullest extent permitted by law.
- 19) The Promoter is SPE Films India Pvt. Ltd. and its office is at 503, Alpha, Main Street, Hiranandani Gardens, Powai, Mumbai-400 076.
- 20) Turner is Turner International India Private Limited and its office is at Ground Floor, Empire Mills, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013.
- 21) Though these terms and conditions are hosted on the Website and the contest is being conducted by Turner on behalf of the Promoter, neither the Channel, nor the Website nor the proprietors or operators of the Website or Channel have any liability whatsoever to any person in respect of any aspect of the Competition or the Prizes. Each Entrant in the Competition releases the proprietors and operators of Channel and the Website, their affiliates and their licensees, successors, assigns, and each of such person's employees, agents, directors and officers from all liability, rights, claims, demands, losses, damages, expenses, costs and actions (including attorney fees) which an Entrant may have at any time in relation to the Competition or a prize associated with the Competition.

None of the above paragraphs limits any other.

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