

TERMS & CONDITIONS OF ENTRY TO “BEN 10 ALIEN FORCE – INTERGALACTIC INVASION COMPETITION”

- 1) Information on prizes and how to enter “Ben 10 Alien Force – Intergalactic Invasion Competition” (*Competition*) form part of these Terms & Conditions of Entry (*Terms*).
- 2) Entry to the Competition is open to all legal residents of India who are aged between 4-14 years as at 1 February 2009(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 18 below) and Promoter’s related companies and advertising agencies may not enter the Competition.
- 3) Entry to the Competition is via (a) registration at the website located on the Uniform Resources Locator- www.cartoonnetworkindia.com (*Website*) (b) short message services (*SMS*) to the number “58558” as such SMS services are provided by Mobile2win India Pvt. Ltd. (M2W); or (c) by giving a call to number 1250 111 158 (For MTNL users) and to number 1250 158 (For BSNL and Airtel landline users) and submitting entry through the Interactive Voice Recording System provided by Dialnet Communications Limited (Dialnet). Entrants will be solely responsible for all charges incurred in registering him/herself for the Competition, including any telephone and/or mobile phone charges. Each SMS sent by an Entrant will cost him/her a maximum amount of Rs. 3.00 per SMS, inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties and each telephone call made to the Dialnet number by an Entrant to this Competition will cost Rs. 1.20 per 30 seconds of the call.
- 4) Entry to the Competition commences on 23 January 2009 and closes at last entry received on 18 March 2009 (*Competition Period*). By entering the Competition, Entrants accept these Terms.
- 5) The prize selection for the Competition will take place at the office of the Promoter on 30 March 2009 at 6:00pm (India Standard Time).
- 6) Viewers of television programming service presently called Cartoon Network (*Channel*) will be invited to watch the slot “Ben 10 Alien Force” (*Program*) aired on the Channel, during the Competition Period. During the Program, a contest bug will appear wherein a question pertaining to the character Ben 10 will be asked. Entrants will be required to identify the correct answer from three options given to them and send their entries via the entry mechanisms provided in Paragraph 3 above. 140 winners (*Winners*) will be selected by a lucky draw from among maximum correct entries received on each day during the Contest. The Winners will receive the following Ben 10 AF merchandise as Prizes (*Prizes*):
 - (a) 40 winners will each receive DX Kevin car valued at approximately INR 2500 each.
 - (b) 100 winners will each receive a Omnitrix Deluxe watch valued at approximately INR 1800 each.
- 7) The total value of the Prizes is approximately INR 2,80,000/-
- 8) 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 accepts 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. The Promoter is not responsible for the service and support of the Prizes after they are delivered to the Winners.
- 9) Winners will be notified 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.

- 10) The prize letters will be couriered to the Winners at the address given at registration for the Competition on or before 1 May 2009.
- 11) The Winners and their parents or guardians 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. All 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.
- 12) By entering into this Competition, each Entrant and his/her parent/guardian is deemed to have granted 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.
- 13) Entrants' personal information (*PI*) will be collected to enable the Promoter to administer and promote this Competition and the Winners. The PI of Winners may be provided to others assisting the Promoter in this regard, including the Promoter's affiliates and to authorities that regulate this Competition (if applicable). If an Entrant does not truthfully provide all requested PI, the Promoter may determine that such Entrant is not eligible to win a Prize in this Competition.
- 14) 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 in accordance with the Promoter's online privacy policy (located on Uniform Resources Locator at <http://www.cartoonnetworkindia.com/jsp/help/privacy.jsp>) for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Entrant. All personal details (including the PI) of the Entrants will be stored at the office of the Promoter in accordance with the Promoter's online privacy policy. Any request to access, update or correct any information should be directed to the Promoter at the address as listed below. The database information or any part of it may be provided to the Promoter's affiliates in the Philippines, Hong Kong, the United Kingdom or the United States of America for the stated purposes.
- 15) To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, 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.
- 16) 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 Promoter that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
- 17) If for any reason, this Competition is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in

its sole discretion to cancel, terminate, modify or suspend the Competition or to disqualify any individual who tampers with the entry or Competition process.

18) Neither Promoter nor M2W nor Dialnet assume any 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. Neither the Promoter nor M2W nor Dialnet, accept responsibility for any delayed SMS or SMS that cannot be delivered or call that cannot be completed due to, connection issues (failed/partial transmission), malfunctions, inaccessibility, unavailability, out of coverage areas, traffic congestion, acts or omission of service providers or unauthorised use of a mobile phone or a telephone in relation to this Competition. Neither Promoter, nor M2W nor Dialnet is responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of entry to be received by the Promoter, Dialnet or M2W on account of technical problems, 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, the Promoter, M2W and Dialnet reserve the right to seek damages to the fullest extent permitted by law.

19) The Promoter is Turner International India Pvt. Ltd. Its office is at Ground Floor, Empire Mills, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013.

None of the above paragraphs limits any other.

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