

TERMS & CONDITIONS OF ENTRY TO – BE A HERO ONLINE SURVEY

1. Information on Prizes and Entry details of the Cartoon Network Be A Hero Online Survey (**Survey**) form part of the Terms & Conditions of Entry.
2. Entry to the Survey is open to all persons of age group 6-15 years and residing in India, as of 1 March 2010 (**Entrant**). No purchase is necessary to enter the Survey. All Entrants must seek parental or guardian approval before participating in the Survey. It will be the responsibility of parents or guardian to monitor their children's participation in this Survey. Employees (and their immediate families) of the Promoter (as defined in paragraph 17 below), its related companies and advertising agencies (**Survey Entities**) may not enter and are not eligible for the Survey.
3. Entry to the Survey is via logging on the website located at the Uniform Resources Locator www.cartoonnetworkindia.com. Entrants may enter the Survey as many times as they wish, provided that each entry is separately submitted.
4. Entry to the Survey commences on 4 March 2010 and closes on 20 March 2010 at 23:59:59 hrs Indian Standard Time (**IST**). By entering the Survey, Entrants accept these Terms & Conditions of Entry.
5. The prize selection for the Survey will take place at the office of the Promoter on 23 March 2010 at 18.00 hrs IST.
6. Upon successful completion and submission of the Survey, Promoter will select 50 (fifty) Entrants from among all the valid entries received (**Winners**). Each of the Winners will be entitled to receive any one of the following prize: an *Echo* mobile strap worth INR 28 (Rupees Twenty Eight Only), an *Omnitrix* bracelet worth INR 55 (Rupees Fifty Five Only) or *Ben 10 Alien Force* mug pad worth INR 92 (Rupees Ninety Two Only) (each a **Prize** and collectively **Prizes**). Incomplete entries shall not be eligible to receive the Prizes. The total value of all the Prizes is INR 3085 (Rupees Three Thousand Eighty Five Only).
7. The Promoters' 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 Survey or the Promoters' decision(s). The Prizes are not transferable and not redeemable for cash. 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. 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 Survey 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. Promoter reserves the right to cancel/ postpone/ stop/ terminate/amend this Survey at its sole discretion.
8. Winners will be notified by (i) telephone to the telephone number submitted with such prize winning entry or (ii) email to the address submitted with participant's entry. The Promoter reserve 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 Promoters may select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
9. The Prizes will be couriered to the Winners at the address given at the time of notification of Prizes for the Survey on or before 30 June 2010.
10. The Winner, 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 parent or guardian of the Winner. It is the sole responsibility of the Winners parents or guardians to monitor or supervise the use of any of the Prizes.
11. By entering into this Survey, each Entrant and his or her parent or 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.
12. Entrants' personal information (**PI**) will be collected to enable the Promoter to administer and promote this Survey and its Winners. The PI of Winner may be provided to others assisting the Promoter in this

regard, including the Promoter's affiliates, Partners and to authorities that regulate this Survey (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 Survey.

13. All entries and all copyright and other rights in the Survey and, or such entries become the property of the Promoter. By entering the Survey (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.
14. 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 Survey or using any of the Prizes.
15. If, for any reason, this Survey 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 Survey, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Survey.
16. The Promoter and Survey Entities 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. The Promoter and Survey Entities are not 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 any e-mail or entry to be received by the Promoter on account of any technical problems or traffic congestion on the Internet or at any web site, or any combination of them, including any injury or damage to any participant's or any other person's computer related to or resulting from participation or downloading any materials in this Survey. **CAUTION:** any attempt to deliberately damage any website or the information on a website, or to otherwise undermine the legitimate operation of this Survey may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
17. The Promoter is Turner International India Private Limited. 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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