

TERMS & CONDITIONS OF ENTRY TO “CARTOON NETWORK HERO UP CHALLENGE”

- 1) Information on prizes and how to enter “Cartoon Network Hero Up Challenge” (*Competition*) form a part of these Terms & Conditions of Entry (*Terms*).
- 2) Entry to the Competition is open to all legal residents of India who are between the ages of 4 to 14 as at 1 May 2010 (each an *Entrant* and collectively *Entrants*). No purchase is necessary to enter the Competition. All Entrants must seek parental or guardian approval before participating in the Competition. It will be the responsibility of parents or guardians to monitor their children’s participation in this Competition. Employees (and their immediate families) of the Promoter (as defined in paragraph 21 below) and Promoter’s related companies and advertising agencies may not enter the Competition.
- 3) Entry to the Competition is via: (i) logging on to the Uniform Resource Locator- www.cartoonnetworkindia.com (*Website*) and clicking on the banner of the contest provided on the main page of the Website to enter the Competition (ii) short message services (*SMS*) “MY(space) Super Hero Name (space) Super Power” to the number “58558” (*Competition SMS Number*) as such services are provided by Mobile2win India Pvt. Ltd. (*M2W*) or (iii) by giving a call to number 1250 158 (for BSNL and Airtel landline users) and to number 58888388 (for all other mobile phone users) and submitting entry through the Interactive Voice Recording (*IVR*) System as such services for BSNL and Airtel landline are provided by Dialnet Communications Limited (*Dialnet*) and for all other mobile phones is provided by Times Internet Limited (*Indiatimes*). Entrants will be solely responsible for all charges incurred in participating in the Competition, including any internet and, or mobile phone charges. Each SMS sent by an Entrant will cost each him or her a maximum amount of Rs. 3.00 (Rupees three only) per SMS and each telephone call made by an Entrant to the above mentioned numbers will cost a maximum of Rs. 6.00 (Rupees six only) per minute, inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties. 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 10 May 2009 and last entry on 13 June 2010 (*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 15 July 2010 at 6:00 pm (India Standard Time).
- 6) During the Competition Period, viewers of the television programming service titled *Cartoon Network (Channel)* will be required to watch contest promos which will be aired on the Channel through out the day. Through the contest promo, viewers will be presented with a situation based question where they will be required to apply their imagination skills to create their own super hero with special powers, who would save the world from the given situation by defeating the villain and his powers. Entrants will be required to send their entries via entry mechanism mentioned in paragraph 3 above. The contest question will change every week.
- 7) At the end of every week, from all the valid entries received, Promoters will select a total of 50 (fifty) weekly prize winners (*Weekly Prize Winners*). Each Weekly Prize Winner will receive any one of the following prizes (*Weekly Prizes*):
 - a) a remote controlled car worth approximately INR 2000/- (Rupees two thousand only),
 - b) a roller skates worth approximately INR 1500/- (Rupees one thousand five hundred only),
 - c) a spy ware equipment set (consisting of night vision goggles or binoculars) worth approximately INR 2000/- (Rupees two thousand only),
 - d) a *Ben 10* figurine worth approximately INR 1000 (Rupees one thousand only) or
 - e) a watch worth approximately INR 1500 (Rupees one thousand five hundred only).
- 8) To participate for the Weekly Mega Prize (defined below) and Grand Prize (defined below), the Entrants will be required to log on to the Website and click on the banner of the Competition. Entrants will be taken to a contest landing page where they will be required to design or draw a costume for their Super Hero using the dedicated applications and functions and describe their idea to

save the world from the given situation with the help of uploading their own videos and pictures where the Entrant is wearing the costume designed by him or her.

- 9) At the end of every week, from among all the valid entries received, Promoters will select 1 (one) best entry and its sender as the winner (**Weekly Mega Prize Winner**). A total of 5 (five) Weekly Mega Prize Winners will be selected in this manner and each of the Weekly Mega Prize Winners will receive a gift set consisting of the following items: (i) 1 (one) remote controlled car (ii) 1 (one) roller skates (iii) 1 (one) spy ware equipment set (consisting of night vision goggles or binoculars) (iv) 1 (one) *Ben 10* figurine and (v) 1 (one) watch. The total value of each gift-set is approximately INR 8,000 (Rupees Eight Thousand Only).
- 10) At the end of the Competition Period, Promoters will select 1 (one) grand prize winner (**Grand Prize Winner**) from among the Weekly Mega Prize Winners. The entry submitted by the Grand Prize Winner will be converted into a short animation and will be aired in the contest winners' spot on the Channel (**Grand Prize**). The Weekly Prize Winners, the Weekly Mega Prize Winners and the Grand Prize Winner shall collectively be referred to as **Winners**. The Weekly Prizes, Weekly Mega Prizes and the Grand Prize shall collectively be referred to as **Prizes**. The Promoters will therefore select a total of 256 Winners to the Competition and give away Prizes worth approximately INR 4,40,000 (Rupees Four Lakh Forty Five Thousand Only)
- 11) 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 Competition or the judges' 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 or mail. 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.
- 12) Winners will be notified by (i) telephone to the telephone number submitted with such participant's 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 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.
- 13) The Prizes to the Weekly Prize Winners and Weekly Mega Prize Winners and Prize letter to the Grand Prize Winner will be couriered to the Winners at the address given at registration for the Competition on or before 20 November 2009.
- 14) 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.
- 15) 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.
- 16) 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.

- 17) 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.
- 18) 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.
- 19) 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.
- 20) The Promoter assumes no responsibility for any error, omission, interruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. The Promoter also does not accept the responsibility for any delayed SMS or SMS that cannot be delivered 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 in relation to this Competition. The Promoter and M2W 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 or M2W or Dialnet or Indiatimes 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 or failure of any entry to be received by the Promoter. **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 reserves the right to seek damages to the fullest extent permitted by law.
- 21) 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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