

## TERMS & CONDITIONS OF ENTRY TO “DRAGON BALL Z CONTEST”

- 1) Information on prizes and how to enter “Dragon Ball Z Contest” (*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 between the ages of 4 to 14 as on 1 July 2010 (each an *Entrant*). 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 18 below) and Promoter’s related companies and advertising agencies may not enter the Competition.
- 3) Entry to the Competition is via sending the short message service (*SMS*) “DBZA/B” to the number “58558” (*Competition SMS Number*) as such services are provided by Mobile2win India Pvt. Ltd. (*M2W*). Entrants will be solely responsible for all charges incurred in registering himself or herself for the Competition, including any mobile phone charges. Each SMS sent by an Entrant will cost him or her maximum amount of Rs. 3.00 (Rupees three only) per SMS, 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 26 July 2010 and closes at last entry received on 19 August 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 30 September 2010 at 6:00pm (Indian Standard Time).
- 6) During the Competition Period, the Entrants will be required to watch the Competition tickers aired during the episodes of television programming block titled *Dragon Ball Z* on the television programming service titled *Cartoon Network* from Monday to Thursday at 21.00 hrs. Through the Competition tickers, Entrants will be required to answer a simple question “*Goku comes from which race of extraterrestrials?*” by selecting their answer from the choices given as “A. Saiyans” or “B. Aryans” and submitting their entries through entry mechanism mentioned in Paragraph 3 above.
- 7) During each day of Competition Period, from all the correct entries received, Promoters will select 2 (two) Entrants based on the lucky draw as daily winners leading upto a total of 32 (thirty two) winners (*Winners*) at the end of the Competition. Each of the Winners will receive a *Dragon Ball Z* branded figurine worth INR 399/- (Rupees three hundred ninety nine only) (each a *Prize* and collectively *Prizes*). The total value of the Prizes is approximately INR 12,768/- (Rupees twelve thousand seven hundred sixty eight only).
- 8) The Promoter’s decision is based on lucky draw and their decision will be final and binding. No correspondence will be entered into about the Competition or Promoter’s decision(s). The Prizes are not transferable and not redeemable for cash. 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 call to the telephone number submitted with their 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 or 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 prizes will be couriered to the Winners at the address given at time of notifications of the Winners for the Competition on or before 31 October 2010.

- 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 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.
- 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) 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.
- 17) 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 or partial transmission), malfunctions inaccessibility, unavailability, out of coverage area, traffic congestion, acts or omission of service providers or unauthorized use of a mobile phone in relation to this Competition. The Promoter or M2W shall not be responsible for any problems or technical malfunction of any telephone network or lines, failure of entry to be received by the Promoter or M2W on account of technical problems or traffic congestion, or any combination of the above (as applicable), including any injury or damage to any entrant's 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.

18) 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.

*CARTOON NETWORK* logo and all related characters and elements are trademarks of and © Cartoon Network. (s10)