

TERMS & CONDITIONS OF ENTRY TO “CADBURY GEMS SURPRISE AND CARTOON NETWORK MEET BEN10 CONTEST”

1. Information on prizes and how to enter “Cadbury Gems Surprise and Cartoon Network Meet Ben10 Contest” (*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 on 1 September 2010 (each an *Entrant* and collectively *Entrants*). 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 a text message in the format: “Answer” (space) “Code Number” using the short message service (*SMS*) to the number “58558” (*Competition SMS Number*) as such services are provided by Mobile2win Limited (*M2W*). Entrants will be solely responsible for all charges incurred in registering him or herself for the Competition. Each SMS sent by an Entrant will cost him or her a 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 1 September 2010 and closes at last entry received on 30 September 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 10 November 2010 at 6:00 pm (India Standard Time).
6. During the Competition Period, Entrants will be required to purchase a surprise pack of *Cadbury Gems* and SMS the code number printed on the pack along with answer to a question which will be aired on the television programming services titled *Cartoon Network (Channel)* between 16.00 hrs to 18.00 hrs and submit their entries as per entry mechanism in paragraph 3 above. Each Entrant will receive a *Ben10* mobile wallpaper in a reply SMS after submitting their entry. Each of the Competition questions aired on the Channel will be based on *Cartoon Network* character *Ben 10*. The Competition question will change everyday and therefore a total of 6 (six) questions will be aired in a week.
7. At the end of the Competition Period, the Promoters will select a total of 20 winners (*Winners*) from among all the correct entries received. Each of the Winners will get to meet *Ben10* on such dates, time and venue as may be notified by the Promoter (*Prize*). Each Winner shall be accompanied by their parent or guardian while availing the Prize.
8. 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 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 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 prize winning 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.

10. Winners will be able to avail the Prize before 30 November 2010 and on such days and dates as the Promoter or any person or sponsor designated by the Promoter may agree. The Promoter shall not be responsible if the Prize is not availed before 30 November 2010.
11. 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.
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 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 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. 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 or 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). **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.

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