

TERMS & CONDITIONS OF ENTRY TO “CARTOON NETWORK WASSUP ALIEN CONTEST”

1. Information on prizes and how to enter “Cartoon Network Wassup Alien 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 November 2011 (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 18 below) and Promoter’s related companies and advertising agencies may not enter the Competition.
3. Entry to the Competition is via sending the text “BEN (space) A/B/C” using the short message service (**SMS**) to the number “58888” (**Competition SMS Number**) as such services are provided by Times Internet Limited (**Indiatimes**). Entrants will be solely responsible for all charges incurred in registering him/ herself for the Competition, including any 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. 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 7 November 2011 and closes at last entry received on 2 December 2011 (**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 5 December 2011 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 the Channel from 1700 hrs to 2100 hrs and answer a contest question, which will be asked during the commercial break, by selecting the correct answer from the options given and send their entry via entry mechanism as provided in paragraph 3 above.
7. At the end of the competition, from among all the correct and valid entries received, the Promoters will select winners as follows:
 - a. 2 (two) Entrants will be selected as the grand prize winners (**Grand Prize Winners**), each of whom will win (i) a trip to Malaysia for 2 nights and 3 days consisting of airfare, airport taxes and accommodation to Malaysia for 2 (two) people (including the Grand Prize Winner and an accompanying adult) and (ii) an opportunity to be a part of a *Ben10* movie (each a **Grand Prize** and collectively **Grand Prizes**). The Grand Prize excludes all meals, petrol, spending money, insurance, transport, spending money and other ancillary costs and, or expenses (unless stated to the contrary in this Terms and Conditions of Entry) which are the sole responsibility of each Grand Prize Winner and his/ her accompanying adult. All bookings in relation to the Grand Prize are made subject to availability and blackout periods, and all enquiries associated with the fulfilment of the Grand Prize should be made to the Promoter. The total value of the Grand Prizes will be approximately INR 1,60,000/- (Rupees one lakh sixty thousand only) excluding service tax.
 - b. 125 (one twenty five) Entrants will be selected as runners up (each a **Runner Up** and collectively **Runners Up**), each of whom will receive any one of the following prizes:
 - i) a *Ben10* figurine approximately worth INR 350/-
 - ii) a *Ben10 Ultimatrix* approximately worth INR 1,120/-

- iii) a *Ben10* branded lunch box approximately worth INR 100/-
- iv) a *Ben10* branded sipper bottle approximately worth INR 100/- OR
- v) a *Ben10* stationary kit approximately worth INR 105/- (each a **Runner Up Prize** and collectively **Runner Up Prizes**).

The Grand Prizes and Runners Up Prizes shall collectively be known as **Prizes** and the Grand Prize Winner and Runners Up shall collectively be known as **Winners**.

8. The total value of the Prizes is approximately INR 2,04,375/- (Rupees two lakh four thousand three hundred seventy five only). 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 Judges. 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. Grand Prize Winners will be able to avail the Grand Prize on such dates as the Promoter or any person or sponsor designated by the Promoter may agree. The Runner Up Prizes along with Prize letters will be couriered to the Runners Up at the address given at the time of notification of Runner Up Prizes for the Competition on or before 31 December 2011.
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 Indiatimes shall not be 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 Indiatimes on account of technical problems or traffic congestion or any combination of the above (as applicable), including any injury 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.
18. The Promoter is Turner International India Pvt. Ltd. Its office is at Its office is at 3rd & 4th Floor, Audeus, Fun Republic Lane, Near Yash Raj Films, Veera Desai Road, Mumbai- 400 053.

None of the above paragraphs limits any other.

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