

**IMPORTANT NOTE:** Please read all these Terms & Conditions carefully before entering the "RACE TO WIN!" Contest (the "Contest") to be conducted by Cartoon Network (the "Organizer") and sponsored by GlaxoSmithKline Consumer Healthcare Limited (the "Sponsor").

By participating in the Contest, you agree to be bound by these Terms & Conditions and represent that you satisfy all of the eligibility requirements set out herein below.

### **TERMS & CONDITIONS OF "RACE TO WIN!" CONTEST**

**(1) TRADEMARK OWNERSHIP INFORMATION** - In addition to the trademark information contained in the site below, all users of this site are hereby informed that BOOST and the BOOST Device are the registered trademarks of the GlaxoSmithKline Group of Companies.

**(2) ELIGIBILITY** - Contest is open to all Indian citizens, except employees and Immediate Family of Organizer, its associate companies, its advertising and promotional agencies, agents, professional advisors and its Auditors ("Participant"). Provided however, all Participants below the age of 18 years must seek their parents' / guardians' approval before participating in the Contest. It will be the responsibility of parents / guardians to monitor their children's participation in this Contest.

For this purpose "Immediate Family" means partner, ex-partner, parent, step-parent, grandparent, uncle, aunt, niece, nephew, natural or adopted child, and sibling or step-sibling (whether natural or adopted by a parent), whether or not they live in the same household.

The Organizer reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity, age and place of residence) and to disqualify any participant for any reason including but not limited to non - adherence of these Terms and Conditions.

### **(3) Product & Game Related Information**

Boost is a malt based food nourishing beverage for consumption by children above 8 years of age as a part of the daily balanced diet. An independent scientific study conducted amongst 300 school going children over 120 days showed that children who consumed BOOST along with their daily diet performed 3 times better on the endurance test as compared to the control groups and also had higher levels of key micronutrients important for energy metabolism.

The site contains 4 different animated games for the fun and enjoyment and these games do not depict or represent any functional benefit that can be derived from the consumption of Boost malt based beverage. The games do not contain any product related claims.

The aim of the Contest is to earn maximum points through anyone or both the following means logging on to the website '[www.cartoonnetworkkinda.com](http://www.cartoonnetworkkinda.com)' and playing games on the website. The games shall be as follows:

#### **Story so Far:**

It will be centred around the character 'Rahul' and the games will be around different course of activities that he does in a day.

Rahul will have to play all the 4 games. After playing each game he will get option – Play Again or skip level. Kid can choose either of the option. Only those who clear all 4 levels will be eligible for the final prize.

### **Game #1**

#### **Cycling Game**

##### **Objective:**

Rahul has to get to school. He is cycling towards school. On the way to school there would be obstacles on the road. Clear the obstacles and reach school before time runs out.

##### **Functionality:**

The game will start with “Rahul” on a cycle, as the game starts Rahul will start pedalling and in time he will gain speed. As he continues cycling towards the school, various obstacles will appear on the screen. Using the space bar on the keyboard Rahul will be able to jump over the obstacles and continue cycling towards the school. If Rahul falls down, he will again resume from that point but at low speed and again he will catch speed, so to reach early the user will have to ensure that Rahul does not fall and continues cycling at top speed to reach the school. There will be an indicator that will tell him how far he is from school.

##### **Difficulty:**

All the objects that come in rahul’s path as obstacles would be random, so every attempt would be a new challenge.

##### **Timer:**

If Rahul does not reach the school before the timer runs out, it would be game over and he would have to start all over again.

##### **Win:**

If Rahul reaches school on time, the game will show Rahul entering school.

##### **Lose:**

If the Rahul does not reach school on time, the game will show Rahul at the gates of the school and the school gates closed. If Rahul runs out of stamina, he will still lose the game and will have to start all over again.

##### **Bonus:**

While cycling he will lose stamina, he would then have to collect Boost jars on the way that would help him regain his stamina so he can reach school.

**Controls:** The user would be using the keyboard to jump over obstacles and cycle.

**Stamina Bar:** Selecting the Boost jar button will increase in stamina level as well as few seconds in timer.

### **Game #2**

#### **Cricket Game**

##### **Objective:-**

He need to get a minimum score in order to get selected in the school cricket team.

##### **Functionality:-**

Rahul has to be chosen in the school team. He can play for either of the 3 teams – Dhoni, Virender and Sachin.

Player plays in batting mode.

**Controls**

- (a) The player will first his jersey.
- (b) Controls - Pull / Hook / Sweep/ Glance - (Left key)
- (c) Drive / Defend - (Up Key)
- (d) Off Drive/ Cut - (Right key)
- (e) Duck - (Down Key)

**Difficulty**

He gets a minimum of 4 to 6 overs to bat and a maximum of 4 wickets.

Every time he crosses 15 runs (each interval of 15 runs), he gets Boost drink to increase his depleting stamina.

There will be Boost branding in the game.

**Game #3****Magical Pipes Game****Objective:**

Rahul has to help mom in her household chores. Help Rahul complete the tasks at hand.

**Functionality:**

Mom gives Rahul a household chore to fix the pipes in the garden so that the plants can get water.

**Functionality**

The user will have a series of pipes that would have to be arranged in the right order and the right sequence without leaving any open ends. If the user gets it right Hot Chocolate Boost would flow through and he would win the game.

**Difficulty**

Only arranging the pipes will not complete the game, there would be some more activity required to get it done such as switching the lever on, moving a particular lever and so on. If it is done in the right sequence the user will win the game.

**Health:**

As time passes Rahul will lose stamina, to regain stamina he would have to use the Boost jars that would come in as Bonus.

**Scoring**

The time left by the user would be multiplied by 10 and the scores of the earlier 2 games would be added here to his / hers final score.

**Bonus:**

There will be boost jars that will appear in the game randomly. Boost jars will increase stamina and also give more seconds.

**Controls:**

Here all the controls are mouse driven.

**Game 4****Underwater treasure Game****Objective:**

The user has to swim in an underwater environment and collect all the broken pieces of his Boost Cup within the given time limit.

**Functionality:**

The user has to swim down to the sea bed and collect all the pieces of the Boost Cup from the oysters, but along with these he will also get pearls, shells and coins that will add to his score. As time passes, his stamina will start to reduce, here if the user finds the Boost Jar from the oysters his stamina will shoot to 30%, but if not he can swim up to the surface. Doing so will increase his stamina by 100%, with which he has to come down to the sea bed and resume his search for the pieces.

#### **Difficulty**

As the user will swim down to the sea bed, jellyfish and other underwater creatures will be swimming around; touching them will affect his stamina.

#### **Controls**

The user has to use the Arrow keys to navigate around in the environment.

#### **Game Win:**

The user will win the game, if he / she manage to collect all the pieces of cup before he runs out of oxygen. This has to happen before the timer expires too.

#### **Game Lose:**

The user will lose the game in the following scenarios:

1. Oxygen of the user comes to zero.
2. The timer expires.

**Controls:** The user would be using the keyboard to swim.

**Timer:** Selecting the Boost jar will increase few seconds in timer.

**Stamina Bar:** Character should be taken up to surface to increase oxygen level, or selecting Boost jar will increase the stamina bar by 30%.

**(3) CONTEST PERIOD** - The Contest commences on **5<sup>th</sup> January 2012 at [00:00] hours** and closes on **30<sup>th</sup> January 2012, 2011 at [23:59] hours**. The Contest is valid only till , **31st Jan 2012 [23:59] hours**. All the entries received after **[23:59] hours** on 30<sup>th</sup> January **2012** will be invalid.

**(4) WINNER SELECTION** - The participation in the Contest shall be as per Clause 2 above and the Winners will be chosen automatically by the system / software, basis the points earned by the Participant, the number of game plays as well as the number of levels completed.

#### **(5) Prizes:**

1. Every participant who successfully completes at least a level of the game shall receive customised certificate which can be downloaded from the internet.
2. There will be a grand prize (A Cricket Kit signed by Sachin Tendulkar) which shall be given to the highest scorer at end of the Contest.

The Prize will be couriered to the Winners post verification by the Organiser, at the postal address furnished at the time of participation by the Entrant to the Contest, and if, the Winner is below the age of 18 years, then such Winner's parent(s) and / or legal guardians may redeem the Prize on behalf of such Winner. Provided however, the Company reserves all the rights to substitute the above

mentioned Prizes for a Prize of equal value. All Prizes are awarded on an "AS IS" basis and "WITHOUT WARRANTY OF ANY KIND", express or implied, (including, without limitation, any implied warranty of quality, suitability, merchantability or fitness for a particular purpose).

(6) **WINNER NOTIFICATIONS** - The Winners will be notified / informed by **email only** at the contact details provided by the 'Winner' at the time of registering on the Website for participating in the Contest. The Company accepts no responsibility for any variation in the value of any Prize (or any part of it). The Prizes distributed shall not be transferable or redeemable for cash.

(7) **COMPANIES OWNERSHIP OF ENTRIES** - All entries and materials submitted to the Company in connection with the Contest (collectively, "**Entry Materials**"), along with all copyright, trademark and other proprietary rights associated therewith, shall become the property of the Company upon submission, and the Entry Materials will not be returned to any Participant. Without limiting the generality of the foregoing, the Participant acknowledges that the Company will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to the Participant or any other person or entity. The Company reserves the right to check all Entry Materials for their authenticity and reject them if not found genuine, at its sole discretion.

(8) **PARTICIPANT'S INFORMATION** - Participant's Personal Identification Information ("PII") shall be collected to enable the Company to administer and promote the Contest and its Winner/s. The Company may provide the PII of the Winner/s to others assisting in this regard, including the sponsors, associates, prize suppliers and deliverers, and to authorities that regulate the Contest. If an Participant does not truthfully provide all requested PII, the Company may solely determine that such Participant shall not be eligible to win a Prize in the Contest. Any incomplete or incomprehensible entry/entries may be disqualified from the Contest at the sole discretion of the Company.

(9) **DISCLAIMER** - The Company, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for:

- any late, lost, misrouted, garbled or distorted or damaged transmissions of entries;
- telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures;

- any Contest disruptions, injuries, losses or damages caused by events beyond the control of the Company; or
- any printing or typographical errors in any materials associated with the Contest.

The Company assumes no responsibility for any error, omission, interruption, defect, delay in operation or transmission, communication line failures, theft or destruction or unauthorized access to, or alteration of entries. The Company is not responsible for any failure of any entry to be received by the Company.

**(10) INDEMNIFICATION** - By participating in this Contest, you, the Entrant, (and, if you are a minor, your parents or legal guardian) indemnify the Company, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "**Indemnified Parties**") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, non delivery, acceptance, possession, use of or inability to use any Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The Winners and in case of Winners being below the age of 18 years their parents or guardians may, at the absolute discretion of the Company, be required to execute a deed of release and indemnity in a form prescribed by the Company, in order to receive the Prize, all Prizes will be awarded to the parent or guardian, as the case may be, of the Winner. It is the sole responsibility of parent or guardian, as the case may be, to monitor or supervise the use of any of the Prizes received by the Winners.

**(11) TERMINATION / SUSPENSION** - The Company has the sole right to suspend, postpone, cease, close or terminate this Contest at any given point of time at its sole option and discretion without any prior notice to any person whatsoever. Upon such premature suspension, cessation, termination or closure of the Contest by the Company, no person shall be entitled to claim loss of any kind whatsoever.

**(12) COPYRIGHT NOTICE** - The Contest and all accompanying materials and/or information received are copyrighted by the Company its licensees and/or sponsor of the Contest. All rights reserved by the Company, its licensees and/or sponsor of the Contest.

**(13) MISCELLANEOUS** - The Contest and these Terms & Conditions will be governed, construed and interpreted under the laws of India. Participants agree to be bound by these Terms & Conditions and by the decisions of the Company, which are final and binding in all respects. The Company

reserves the right to change these Terms & Conditions at any point of time, in its sole discretion, and to suspend or cancel the Contest or to restrict any Entrant's participation in the Contest for any reason whatsoever, including but not limited to reasons of infection by viruses, bugs, unauthorized human intervention or other causes beyond the Company's control affecting the administration, security or proper play of the Contest or the Company otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Participants who violate these Terms & Conditions, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to the Company, the Contestants or any other Participant (in each case as determined in Company's sole discretion) are subject to disqualification from entry into the Contest. The Company reserves the right to lock out persons whose eligibility is in question or who have been dis-qualified or are otherwise ineligible to enter the Contest without any notice to any such person whatsoever. The Contest Organizer assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Contest Organizer is 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 Contest Organizer on account of technical problems or traffic congestion on the Internet or at any website, 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 Contest. CAUTION: any attempt to deliberately damage any website or the information on a website, or to otherwise undermine the legitimate operation of this Contest, may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Contest Organizer reserves the right to seek damages to the fullest extent permitted by law. The Contest does not require permits from any relevant authority. Contest Organizer will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or loss of, or damage to property, which is suffered or sustained in connection with the Contest or the Prize.

**(14) DISPUTE RESOLUTION** - These Terms & Conditions (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Terms & Conditions) shall be governed by, and construed in accordance with, the laws of India including tax laws, rules and regulations as may be applicable and shall be subject to the exclusive jurisdiction of the Courts/ Tribunals in Gurgaon only, irrespective of whether Courts/ Tribunals in other areas have concurrent or similar jurisdiction.

**NOTE: NONE OF THE ABOVE PARAGRAPHS LIMITS ANY OTHER.**

