

TERMS AND CONDITIONS FOR THE CONTEST ON

"Covershot Season 2"

1. These terms and conditions govern, amongst other issues, the use of all data and information collected by NGC Network (India) Private Limited ("NGC"/ "Promoters"), which represents the Fox Traveller ("FT") and National Geographic Channel ("Nat Geo") (*The Channel*) and its related companies.
2. By entering the "Covershot Season 2" ("**Contest**"):
 - a. You acknowledge that you have read and understood these terms and conditions of entry (the **Terms**) which include information on how to enter, how the winner will be determined, the prizes, and how personal data will be collected, retained, used and shared;
 - b. You expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
 - c. You confirm that you do not breach any law or violate any third party rights by entering the Contest.
3. The Promoter will not be responsible for any entrant entering the Contest unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local laws before entering the Contest; the Channel shall not be liable for the same.
4. The Contest will have the entrants submit their image/photo along with an introductory video on <http://natgeotv.co.in/covershot> to participate in the Contest.
5. The Entrants should make sure that the image/photo and the words, if any, used in the introductory video doesn't hurt any religious sentiments, any community or people from a targeted geographical location and shouldn't violate any person's rights.
6. The Promoter reserves the right, in its sole and absolute discretion, to:
 - a. Amend or vary any of the Terms at any time without prior notice and by entering the Contest you agree to any such amended Terms.
 - b. If the Promoter amends or varies any Term relating to the collection, retention, use and/or sharing of personal data that has already been collected, entrants will be updated of any such amendments and/or variations.
 - c. Terminate or disqualify any Entrant's entry for the Contest or reclaim the Prize at any time if it is the opinion of the Promoter that there has been a breach of any of the Terms by such entrant whether discovered during or after the end of the Contest.

Entry to the Contest

7. Entry to the Contest is open to anyone who is:
 - aged 18 years and above on the date of entry; and
 - Citizen of India.
 - Residing in India.
8. Notwithstanding the above, where your entry in the Contest is prohibited or restricted by law or otherwise in your place of residence, it shall be completely void and Promoter shall not be liable.
9. Entrants would have to upload image/photo and submit on the above URL on the Promoters facebook page/website.
10. The entries (i.e. image/photo) submitted for the Contest by the entrants must be in accordance with the terms and conditions of the Contest and winners will be selected based on the discretion of the Promoter.
11. The entries (i.e. image/photo) uploaded/posted on the URL shall be so done under an irrevocable, royalty free license to use it in any medium anywhere in the world for limited and reasonable use by the Promoter for promotional and advertorial purposes, and the Entrant hereby expressly grants such license.
12. Promoter has the right but not the obligation to use the image/photo.

13. Promoter shall make best endeavor's to give credit to the author/owner of the image/photo, but Entrant/applicant acknowledges that Promoter may not always be able to do so due to editorial or other reasons, determined in Promoter's sole discretion.
14. Submission of an entry does not entitle a prize.
15. The entrant warrants and represents that the submitted image/photo is his/her original work and does not infringe on any existing Intellectual Property Rights of any third party. Entrant shall be solely responsible for any infringement and Promoter is indemnified for the same.
16. You can enter the Contest just once for yourself.
17. No purchase is necessary to enter the Contest. Employees of the Promoter and their immediate families and of any related companies, sponsors and/or advertising agencies will not enter the Contest.
18. Entrants are responsible for ensuring that the entries (and all underlying elements) are original, inoffensive, lawfully produced and technically suitable for exhibition on the Website and must not infringe any third party's rights nor give rise to any claim.

The Contest

19. The entries for the Contest must be uploaded within the term i.e. commencing from 9 December, 2013 till midnight 5 January, 2014 (the *Contest Period*). The Contest Period is subject to change at the absolute discretion of the Promoter.
20. To enter the Contest, all entrants must submit, post and upload their image/photo on the URL.
21. No purchase from, or payment to, of any kind is required by the Channel in order to enter this Contest.
22. Any entry submitted after the close of the Contest Period shall be void.
23. The Channel/Promoter shall not be responsible if some entry is not submitted or is lost due to any network problems such as breakdown of machinery, unclear network, disruption in the network and/or the cost(s) charged by the network operator(s). Any dispute in connection to the same shall be settled between the entrants and the network operator without involving the Channel/Promoters.

Announcement of Winners

24. The entry(s) liked and appreciated by the Contest team of the Promoter, in their sole, collective discretion, shall be selected. The winners will be announced on 14 January, 2014 on FB Pages of National Geographic and Fox Traveller. However, the date of announcement of winners shall be subject to change in the light of change in the schedule of the Contest. The winner will be notified separately by the representatives of Promoters and you will be required to countersign the acceptance of the Terms and Conditions. The winners shall be judged by the Promoter or any agent appointed by it or by its business partners.
25. The Promoter reserves the right in its sole and absolute discretion to deal with the Prize in any manner if it is unclaimed or for any reason the winner is unable to avail the same, entrants and winners will keep the Promoters indemnified in respect to any claim.

Prizes

26. There will be ten winners declared and his/her names shall be made available on the Contest Facebook pages.
27. The chosen winners shall be part of a reality television show organized by the Promoter, where the winners would have to compete/battle against each other to become the winner of the show. The images/photos of the final winner shall be the cover page photo of National Geographic Traveler India.
28. The details and terms and conditions of the same will be at the discretion of the Promoter and shall be shared in advance with the winners. The same cannot be subject to alterations or amendments.
29. The Prize is subject to variation at the discretion of the Promoters and the Promoters may substitute a Prize of equal or greater value or merchandise. Any change will be final and binding upon every entrant in the Contest.

30. The Prize for the Contest will be given to the winners as set out in the terms. The winners must accept their Prize in that form. The Prize is non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Promoter. The Prize cannot be sold or bartered.
31. The Promoter shall not be liable in any way for any failure or breach by any party in connection with the Contest and/or Prize and accepts no responsibility for any loss suffered by an entrant arising from the Contest or Prize.
32. The Prize is subject to:
 - a. any rules and regulations pertaining to where the winners are a resident; and
 - b. the terms and conditions of any third party supplier of the Prize, if any.
33. The winners may be liable for any expenses not specified on the description of the Prize, if any.

Publicity

34. The winners of the Contest may, at no cost to the Promoter, be requested to participate in public relations events tied to any campaign of which the Contest forms a part, to generate press coverage of the Contest and/or that campaign. This may include, but not be limited to, images/photos given for inclusion in press releases and press conferences, interviews, photographic shoots, etc.
35. By participating in the Contest, the entrants agree to the use of their image/photo, name and/or likeness, without compensation, by the Promoter and/or any party authorized by the Promoter, as per the terms hereof.

Personal Data

36. BY ENTERING THE CONTEST, YOU EXPRESSLY AGREE TO THE PROMOTER'S DATA POLICY, WHICH IS SET OUT BELOW.

Indemnity

37. Entrants shall indemnify the Promoter, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claims, losses, costs, damages, liability and/or expenses arising out of the Entrant's breach of any of the Terms or Prize.
38. Each entrant, by entering the Contest, expressly releases the Promoter from any claim, action or demand arising out of or in connection with the Contest or Prize, if any. In particular, each entrant acknowledges that elements of the Prize may be provided by third parties over whom the Promoter has no control, and acknowledges that the Promoter has no responsibility or liability for any costs, losses or damages resulting from any factors beyond the reasonable control of the Promoter.
39. The Promoter shall not assume any responsibility for incorrect or inaccurate capture of entrants' information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
40. If, for any reason, the Contest is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration security, fairness, integrity or proper conduct of the Contest, the Promoter reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest.

General

41. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.

42. The law applicable to the Terms is the law of India and the courts of the Gurgaon, Haryana will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Contest.

DATA POLICY

Your entry into the Contest requires you to provide certain personal information (which may include, but is not limited to, your name, email address and/or telephone number) (*Data*). If you do not provide your Data, your entry into the Contest will be invalid and you will not be able to participate in the Contest.

This data policy describes how the Promoter will deal with your Data.

Retention of Data

1. The Promoter:
 - a. will not retain the Data longer than is necessary for the fulfillment of the purpose for which the Data was provided;
 - b. will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction; and
 - c. may store, share and/or transfer the Data with third parties both within and/or outside the country in which you reside or in which the Data was collected.

Use of Data

2. The Promoter:
 - a. may use the Data for purposes of the Contest. This may include displaying the Data on or through the internet or any media medium;
 - b. may use the Data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as the Promoter sees fit, including but not limited to the promotion of the Promoter's business, products and services;
 - c. may provide the Data to such affiliates and unaffiliated third parties as the Promoter may reasonably require for the purposes of this Contest (including but not limited to agents, contractors, promoters, service providers, prize suppliers and as required by applicable law);
 - d. will not use the Data for any purpose other than those specified above.
3. In relation to 2(b) and 2(c) above, you consent to being sent promotional and/or marketing material and/or offers via email, sms, direct mail, telephone or otherwise from Promoter, its affiliates and unaffiliated third parties.