

***Important: Please read these Terms & Conditions before entering the “Mickey Mouse Birthday Contest” (the “Contest”) to be conducted by UTV Entertainment Television Limited (“UETL”). 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 ENTRY <sup>1</sup>**

- 1. Eligibility.** An entry to the Contest is open for children between 02 years to 09 years of age only (“Participant”). The Contest is open to all residents of India, except in the state of Tamil Nadu. Participants are required to enter the Contest through a registered mobile connection of a parent and/or legal guardian. Participants may participate in the Contest as many number of times during the Contest period in the manner as set out below in Paragraph 2.
- 2. Participation.** To enter the Contest, a Participant must see the Contest communication on the channel Disney Junior (“Channel”) and then ZipDial, i.e., call on the toll free, unique number appearing on the screen during the broadcast on the Channel, from a registered mobile phone of the parent and/or legal guardian. The Participant will hear an automated message, where the Participant will be asked to sing the ‘*Mickey Hot Dog Song*’ in tune with the correct lyrics of the song within 1 (one) minute. The Participant can then proceed to sing the Song as per the automated instructions to start recording their singing and shall disconnect the call on completion of singing. Only Participants who successfully sing the song as per the requirements of the Contest as mentioned above, shall be eligible to win the Prize (defined below). Upon completion of the Participant’s call, an auto generated SMS shall be sent to the same mobile number within 24 hours, with a link to upload the Participant’s recording on the Facebook page of the parent and/or legal guardian of the Participant, which maybe uploaded at the sole discretion of the parent and/or legal guardian only.
- 3. Directors, officers and employees of UETL or any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, sponsors of the Contest including but not limited, associate vendors and immediate families of each are not eligible to enter the Contest. All applicable federal, state and local laws and regulations apply. **The Contest is void where prohibited.****
- 4. Contest Period.** The Contest shall be active and valid only from (Provide time) on 8<sup>th</sup> November 2014 to (00:00 hrs) till 30<sup>th</sup> November 2014 (23:59 hrs). The Contest shall be running on the Disney Junior Channel, and in order to participate in the Contest, the participants may enter the Contest in the manner set out in Paragraph 2 above.
- 5. Prize Winners.** A total of Fifty (50) Participants per day only will be selected during the Contest Period who dial and successfully sing the Song as per the Contest requirements shall be declared winners of the Contest (“Prize Winners”), and shall be eligible to win Disney merchandise. (“Prize)
- 6. Prize Selection.** The prize selection for the Contest will take place at such location as determined by UETL. The judges appointed by UETL may determine the correctness, quality and validity of the entries in their sole discretion. The judges' decision will be final and binding and no correspondence will be entered into about the Contest or the judges' decision(s). The names of the Prize Winner to the Contest may be posted on UETL website at its sole discretion.
- 7. Restrictions and Exclusions for Prize.** The Prize is non-transferable and may not be exchanged for cash. If the prize remains unclaimed even after seven (7) days after delivery of notification, it will be forfeited and awarded to an alternate winner unless otherwise stated. UETL reserves the right to substitute the Prize for any Prize of equal value. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). In the event of the Prize Winner not accepting or agreeing to the terms as stated below, the Prize shall remain with UETL who in its sole discretion may offer the same to the next eligible winner. The Prize Winner shall be solely responsible for all costs of transportation, travel, accommodation and insurance in relation to the Prize.

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<sup>1</sup> Subject to change at sole option and discretion of Disney

8. **Taxes.** All federal, state and local taxes associated with the receipt or use of any Prize stated hereinabove are the sole responsibility of the Prize Winner. The Prize Winner will be solely responsible for all applicable shipping, handling, insurance and transportation costs associated with delivery of any prize.
9. **Contest Rules.** The Prize Winner will be notified by telephone. To claim a Prize, the Prize Winner should follow the instructions contained in the notification. The mobile number will be used to identify the Participant. UETL accepts no responsibility for any variation in the value of any Prize (or any part of it). UETL reserves the right to substitute any Prize (or any part of it) for an item of similar value. Prizes will be sent to Participants through post. In order to claim the prize, the Participant will have to present a valid identification with proof of (i) age, (ii) ownership of the phone number used to participate in the Contest and (iii) his/ her residential address, amongst other required documents, including appropriate waivers and release forms as may be required by UETL.
10. **Representations and Warranties: Parents and/or legal guardians of the Participant hereby represent and warrant that:**
  - a) The Participant's recording of the song shall not contain any material that is pornographic, obscene or discriminatory (including without limitation racial, gender or religious slurs) and/or constituting hatred statements; or statements designed to incite violence or hatred, or threats to cause bodily harm, or any illegal or unlawful content, or content that is known to be false or misleading;
  - b) The Participant's recording of the song shall not contain any content that promotes commercial products and/or services of any third party;
  - c) If the Parent/ legal guardian of the Participant chooses to upload the song on the Facebook page of the parent or legal guardian, the parent and/or legal guardian will not breach the security of another user's account or gain access to any other person's computer, software, or data or otherwise threaten another person's privacy, without the knowledge and consent of such person or otherwise contains destructive code; and
  - d) Other than as specifically requested in the entry mechanism of the Contest and as detailed in Paragraph 2, parent/ legal guardian of the Participant shall not post any information that identifies either the Participant or the parent/ legal guardian or any third party in the course of participation in the Contest.
11. **Entrants Information.** At your option, you hereby authorize and consent to the use of your personal or sensitive personal information ("Data") by UETL including its affiliates, agents, advisors or subcontractors ("Authorized Entities"), for such lawful purposes as may be deemed necessary including for, distribution of any Prize to the Winners, if applicable, pursuant to these Terms & Conditions. You understand and acknowledge that (i) the Data is your personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) you have voluntarily and at your option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to these Terms & Conditions; and (iii) the Data shall or may be transferred by the Authorized Entities including its affiliates, agents or subcontractors, for such lawful purposes as may be deemed necessary pursuant to these Terms & Conditions. You agree and accept to be bound by the terms thereof. The use of the Data by UETL shall be governed by the provisions of the global privacy policy including its addendum as applicable to Indian residents, available at [www.disney.com](http://www.disney.com).
12. **Disclaimer.** UETL, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, dispute, injuries, losses or damages caused by events beyond the control of UETL during the Trip and otherwise; or (d) any printing or typographical errors in any materials associated with the Contest
13. **UETL Ownership of Entries.** All entries and materials submitted to UETL in connection with the Contest (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated

therewith, become the property of UETL upon submission, and Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, you acknowledge that UETL 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 you or any other person or entity. You agree to take, at UETL's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by UETL to effect, perfect or confirm UETL's ownership rights as set forth above in this Paragraph 11.

14. **General Release.** By entering the Contest, the parents and/or legal guardian of the Participants acting through themselves and on behalf of the Participants, hereby indemnify UETL, the participating sponsors 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, undelivered, 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.
15. **Use of Winner's Name, Likeness, etc.** Except where prohibited by law, entry into the Contest constitutes permission to use Prize Winner's name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, Prize Winner may be required to execute consent to the use of their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.
16. **Release.** As a condition of being awarded the Prize, parents and/or legal guardians on behalf of the Prize Winner will be required to execute and deliver to UETL acceptance of these Terms & Conditions and release of liability and indemnity form along with any other necessary documents, if required.
17. **Termination/Suspension.** UETL 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.
18. **Copyright Notice.** The Contest and all accompanying materials are copyrighted by UETL. All rights reserved.
19. **Miscellaneous.** The Contest and these Terms & Conditions will be governed, construed and interpreted under the laws of India. Entrants agree to be bound by these Terms & Conditions and by the decisions of UETL, which are final and binding in all respects. UETL reserves the right to change these Terms & Conditions at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond UETL's control affect the administration, security or proper play of the Contest or UETL otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these Terms & Conditions, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to UETL, the Contest or any other entrant (in each case as determined in UETL's sole discretion) are subject to disqualification from entry into the Contest. UETL reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. If you have any questions about these Terms & Conditions or the Contest, please visit [www.disney.in](http://www.disney.in).
20. **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 and shall be subject the exclusive jurisdiction of the courts Mumbai

None of the above paragraphs limits any other.