

**Important: Please read these Terms & Conditions before entering the "Build A Bot" contest (the "Contest") to be conducted by United Home Entertainment Private Limited ("UHEPL"). 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 Contest is open to children aged between 4-14 years and is residents of India only. Entry to participate in Contest is through (a) registration on website [www.hungamatv.com](http://www.hungamatv.com); Entrants may participate in the Contest as many number of times as required.
2. **Participation.** Entrants may participate in the Contest and submit their response to UHEPL during June 10, 2010 till July 11, 2010 through the response mechanisms as set out in paragraph 1 above and in the manner as may be required by UHEPL. The entrants are required to submit their most creative responses, and such number of the best submissions shall be selected by the Judges as winners of the Contest. Directors, officers and employees of UHEPL or any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, sponsors of the Contest viz. Qtech Software Pvt. Ltd., associate vendors and immediate families of each are not eligible to enter the Contest. All applicable federal, state and local laws and regulations apply. **Offer/Contest void where prohibited.**
3. **Contest Period.** The Contest commences on June 10, 2010 and closes on July 30 2010.
4. **Winning Entries.** The Judges to the Contest, at their sole discretion, shall select such number of best submissions duly registered by the entrants during the entire Contest Period ("Winners"). The Prize for each such entry/robot selected by the Judges is the telecast of the creative response on "Hungama TV" along with name, age and city of Winner between July 12, 2010 to July 30, 2010. Any disqualification, violation of these Terms and Conditions or failure to provide the necessary paperwork may result in disqualification, at UHEPL's sole discretion, and forfeiture of any prize awarded.
5. **Prize Selection.** The selection for the Winning Entries will take place at the registered address of UHEPL. The judges 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 Winners to the Contest may be posted on "Hungama TV" website ([www.hungamatv.com](http://www.hungamatv.com)) at its sole discretion.
6. **Restrictions and Exclusions for Prize.** All Prizes are 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 any of the Winners do not accept or agree to the terms as stated below UHEPL at its sole discretion may offer the same to the next eligible Winner.
7. **Taxes.** All federal, state and local taxes associated with the receipt or use of Winning Entries stated hereinabove are the sole responsibility of the winners.
8. **Entrants Information.** Entrants Personal Information (PI) will be collected to enable UHEPL to administer and promote the Contest and its winners. The PI of winners may be provided to others assisting UHEPL in this regard, including the suppliers and deliverers, and to authorities that regulate the Contest. If an entrant does not truthfully provide all requested PI, UHEPL may solely determine that such entrant shall not be eligible to win in the Contest. Any incomplete, inaudible or incomprehensible entries may be disqualified from the Contest at the sole discretion of UHEPL.
9. **Disclaimer.** UHEPL, 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, injuries, losses or damages caused by events beyond the control of UHEPL; or (d) any printing or typographical errors in any materials associated with the Contest.
10. **UHEPL Ownership of Entries.** All entries and materials submitted to UHEPL in connection with the Contest (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of UHEPL upon submission, and Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, you acknowledge that UHEPL 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 UHEPL's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by UHEPL to effect, perfect or confirm UHEPL's ownership rights as set forth above in this paragraph 10.
11. **General Release.** By entering the Contest, you (and, if you are a minor, your parents or legal guardian) indemnify UHEPL, participating sponsor's 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, misdelivery, 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.
12. **Use of Winner's Name, Likeness, etc.** Except where prohibited by law, entry into the contest constitutes permission to use winners' 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, winners 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.

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

13. **Affidavit & Release.** As a condition of being awarded any prize, winners will be required to execute and deliver to UHEPL a signed affidavit of eligibility and acceptance of these Terms & Conditions and release of liability.
14. **Termination/Suspension.** UHEPL 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.
15. **Copyright Notice.** The Contest and all accompanying materials are copyrighted by UHEPL. All rights reserved.
16. **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 UHEPL, which are final and binding in all respects. UHEPL 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 UHEPL's control affect the administration, security or proper play of the Contest or UHEPL 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 UHEPL, the Contest or any other entrant (in each case as determined in UHEPL's sole discretion) are subject to disqualification from entry into the Contest. UHEPL 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.hungamatv.com](http://www.hungamatv.com).
17. **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 to the exclusive jurisdiction of the Bombay High Court.

None of the above paragraphs limits any other.