

**Important: Please read these Entry Terms before entering the “Pokemon Contest” (the “Contest”) to be conducted by United Home Entertainment Private Limited (“UHEPL”). These Entry Terms are in addition to the Global Terms of Use and the Supplemental Terms to the Global Terms of Use for India, Privacy Policy and the Addendum to Privacy Policy for India (collectively, “TOUs” which are available on [www.disney.in](http://www.disney.in)). In the event of any conflict between the Entry Terms and the TOUs, the Entry Terms below shall prevail. By participating in the Contest the Participant(s) (as defined below) agrees to be bound by these Entry Terms and represent that the Participant(s) satisfy all of the eligibility requirements set out below:**

## **ENTRY TERMS**

1. **Eligibility.** Entry to the Contest is open only to participant(s) who shall enter the contest on behalf of their child / children who are aged between 4 (four) and 14 (fourteen) years (“**Participant(s)**”). Participants must be:
  - a) At least 18 (eighteen) years of age;
  - b) Indian citizens residing across towns and cities in India<sup>1</sup>;
  - c) Directors, officers and employees of UHEPL, participating sponsor(s) of the Contest or any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, associate vendors and immediate families of each are not eligible to enter the Contest.
2. **Participation.**
  - a) A number will be telecast on the television channel, Hungama TV (“**Channel**”), as part of the communication for Contest during the Contest Period (as defined below).
  - b) To enter the Contest, Participants must give a missed call from their registered mobile numbers on the abovementioned number.
  - c) On giving a missed call, Participants will receive an SMS with a unique referral link (“**URL**”) on the registered mobile number used for participation.
  - d) Upon clicking on the URL, Participants will be directed to a web page featuring a list of videos. Participants must a) download a minimum of 1 (one) video from the list of videos provided on the page (Participants may select the language of their choice from the list of languages provided on the web page); and b) correctly answer the question displayed on the webpage, to submit their entry.
3. **Contest Period.** The Contest conducted during the period commencing on April 17, 2015 and ending May 17, 2015 (both days inclusive) (“**Contest Period**”).
4. **Prize Winners.** The first 100 (one hundred) Participants who download the video and answer the question correctly, in accordance with Paragraph 2 above, shall be the winners of the Contest (“**Prize Winners**”) and such Prize Winners will be notified by UHEPL in accordance with paragraph 8 below. Prize Winners shall be entitled to win Pokemon branded merchandise (determined by UHEPL in its sole and absolute discretion) (“**Prize**”).
5. **Prize Selection.** UHEPL’s decision regarding the validity, correctness and time of receipt of entries shall be final and binding and no correspondence shall be entertained by UHEPL regarding the Contest or UHEPL’s decision(s).
6. **Restrictions and Exclusions for Prize.** The Prize is non-transferable and may not be exchanged for cash. A Prize not claimed within 7 (seven) days after delivery of notification may be forfeited and awarded to an alternative Participant unless otherwise stated by UHEPL. UHEPL reserves the right to substitute the Prize for any other prize. 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 order to claim the Prize, Prize Winners will be required to present a valid identification with proof of (i) age, (ii) ownership of the phone number used to participate in the Contest and (iii) their residential address, amongst other required documents in a manner as may be required by UHEPL. Prize Winners shall be solely responsible for all costs of transportation, travel, accommodation and insurance in relation to availing the Prize. In the event a Prize Winner does not accept or agree to the terms as stated herein, the Prize shall remain with UHEPL, who may, at its sole and absolute discretion, offer the same to another Participant (at UHEPL’s sole discretion).
7. **Taxes.** Any and all applicable central, state and local taxes associated with the receipt of or use of any Prize stated hereinabove are the sole responsibility of the Prize Winners and UHEPL shall not be liable for the same.
8. **Notification.** Prize Winners shall be notified through telephone and/or SMS or in such other manner as determined by UHEPL in its sole and absolute discretion. Prize Winners are required to follow instructions contained in the notification in order to claim the Prize. The registered mobile numbers of the Prize Winners shall be used as a unique identification number to identify the Prize Winners.

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<sup>1</sup> *except in the state of Tamil Nadu*

9. **Disclaimer.** UHEPL, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, connectivity, 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 UHEPL during the Contest and/or otherwise; or (d) any printing or typographical errors in any materials associated with the Contest.
10. **General Release.** By entering the Contest, Participants agree to indemnify UHEPL, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, death, losses, or damages of any kind arising out of or in connection with the Contest.
11. **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.
12. **Miscellaneous.** Participants agree to be bound by these Entry Terms and by the decisions of UHEPL, which are final and binding in all respects. UHEPL reserves the right to change these Entry Terms at any time, in its sole discretion, and to suspend or cancel the Contest or any Participant's participation in the Contest, *inter alia* in the event that any viruses, bugs, unauthorized human intervention or other causes beyond UHEPL's control affect the administration, security or proper play of the Contest or if UHEPL otherwise becomes incapable of running the Contest as planned (as determined in its sole discretion). Participants who violate these Entry Terms, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to UHEPL, the Contest or any other Participant 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 (in each case as determined in UHEPL's sole discretion).
13. **Governing Law and Dispute Resolution.** These Entry Terms shall be governed by, and construed in accordance with, the laws of India and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Entry Terms shall be subject the exclusive jurisdiction of the courts of Mumbai.
14. None of the above paragraphs limits any other.

**\*\*As on April 17th, 2015\*\***