

TERMS & CONDITIONS OF ENTRY TO "CARTOON NETWORK SUPER BIRTHDAY BASH"

- 1) Information on prizes and how to enter "CARTOON NETWORK SUPER BIRTHDAY BASH" (**Competition**) form part of these Terms & Conditions of Entry (**Terms**).
- 2) Entry to the Competition is open to all legal residents of India who are between the ages of 4 to 14 as at the date of receipt of the Entry (as defined later) by the Promoter (each an **Entrant**). No purchase is necessary to enter the Competition. All Entrants must seek parental and/or guardian approval before participating in the Competition. It will be the responsibility of parents and/or guardians to monitor their children's participation in this Competition. Employees (and their immediate families) of the Promoter (as defined in paragraph 16 below) and Promoter's related companies and advertising agencies may not enter the Competition.
- 3) Entry to the Competition is via: (a) registration at the website located at the Uniform Resource Locator: <http://cartoonnetworkindia.com/>; (b) short message services (**SMS**) to the number "58558" (**Competition SMS Number**) as such SMS services are provided by Mobile2win India Pvt. Ltd. (**M2W**); or (c) by post at P.O. Box 8327, T.F. Deonar, Mumbai - 88. Entrants will be solely responsible for all charges incurred in registering him/herself for the Competition, including any internet, post and/or mobile phone charges. Each SMS sent by an Entrant will cost each him/her a maximum amount of Rs.3.00 per SMS, inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties. Entrants may enter the Competition as many times as they wish provided that each entry is separately submitted.
- 4) Entry to the Competition commences on 02 April 2009 and closes at last entry received on 31 December 2009 (**Competition Period**). By entering the Competition, Entrants accept these Terms. For being eligible, entries must reach the office of Promoter at least 4 weeks before the date of birth of the Entrant.
- 5) The prize selection of Daily Prize Winners (defined later) on each day and of Monthly Prize Winners (defined later) on the 10th day of each month, during the Competition Period will take place at the office of the Promoter at 6:00 p.m. (Indian standard time).
- 6) The viewers of television programming service presently called *Cartoon Network* (**Channel**) will be invited to participate in the Competition by sending their date of birth and other details to the Promoter as provided in paragraph 3 above. The Promoter shall on a best effort basis send birthday cards to each Entrant on the date of his/her birthday. The Promoter shall also select 25 winners every day during the Competition Period by way of a lucky draw (each a **Daily Prize Winner**). Each Daily Prize Winner's name shall be shown on a scroll run on the Channel on the date of his/her birthday between 4:00 p.m. to 6:00 p.m. if his/her birthday is between Monday to Saturday and between 8:00 a.m. to 12:00 p.m. if his/her birthday is on a Sunday (**Daily Prizes**). 10 other winners (each a **Monthly Prize Winner**) shall be selected every month during the Competition Period by way of a lucky draw, who shall win the following merchandise (**Monthly Prizes**):
 - (a) 5 Monthly Prize Winners shall each receive a Barbie doll approximately valued at INR 500 each
 - (b) 5 Monthly Prize Winners shall each receive a Hot Wheels Colour Shifters approximately valued at INR 500 each

For the sake of brevity, Daily Prizes and Monthly Prizes shall be collectively referred to as '**Prizes**' and the Daily Prize Winners and Monthly Prize Winners shall be collectively referred to as '**Winners**'

- 7) The total value of the Monthly Prizes is approximately INR 5000.
- 7) The judges' decision is based on a set of pre-determined criteria and their decision will be final and binding. No correspondence will be entered into about the Competition or the judges' decision(s). The Prizes are not transferable and not redeemable for cash. Subject, where required, to the authorisation and restrictions of any authorities that have issued permits for this competition, the Promoter accepts no responsibility for any variation in the value of the Prizes (or any part of them) or for lost, damaged or misdirected Prizes or mail. Subject to any restrictions by relevant governmental authorities, the Promoter reserves the right to substitute any Prizes (or any part of them) for an item of similar value. The specifications and brand (as applicable) of the Prizes may change midway, before or after the commencement of the Competition at the sole discretion of the Promoter. The Promoter is not responsible for the service and support of the Prizes after they are delivered to the Winners.
- 8) Promoter will notify the Monthly Prize Winners by telephone to the telephone number submitted with such Monthly Prize Winners' Entry. The Promoter reserves the right to use any other method or medium deemed fit in its sole and absolute discretion for the purpose of announcing such Monthly Prize Winners. Upon request, the Monthly Prize Winners may be required to provide their contact details, passport/identity number, proof of residency, proof of age and or any other details deemed necessary and relevant by the Promoter in its sole discretion prior to the collection of any Monthly Prizes.
- 9) Turner will post the birthday cards to the Entrants at the address given at registration for the Competition on or before the date of birth of that Entrant.

- 10) By entering into this Competition, each Entrant is deemed to have granted Promoter the right, at its sole and absolute discretion, to use the nickname, names, photographs, voice or video recordings and entries of such Entrant and/or representatives of such Entrant without obtaining any other further consent or making any payment whatsoever to such Entrant and/or the representatives of such Entrant for publicity, advertising, trade or promotion purposes in any media.
- 11) Entrants' personal information (**PI**) will be collected to enable the Promoter to administer and promote this Competition and the Winners. The PI of Winners may be provided to others assisting the Promoter in this regard, including the Promoter's affiliates and to authorities that regulate this Competition (if applicable). If an Entrant does not truthfully provide all requested PI, the Promoter may determine that such Entrant is not eligible to win a Prize in this Competition.
- 12) All entries and all copyright and other rights in such entries become the property of the Promoter. By entering the Competition (unless otherwise advised by the Entrant), each Entrant consents to the information submitted with their entry being entered into a database and to the use by the Promoter and/or its affiliates of this information in any media in accordance with the Promoter's online privacy policy (located on Uniform Resources Locator at <http://www.cartoonnetworkindia.com/jsp/help/privacy.jsp>) for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the Entrant. All personal details (including the PI) of the Entrants will be stored at the office of the Promoter in accordance with the Promoter's online privacy policy. Any request to access, update or correct any information should be directed to the Promoter at the address as listed below. The database information or any part of it may be provided to the Promoter's affiliates in the Philippines, Hong Kong, the United Kingdom or the United States of America for the stated purposes.
- 13) To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, as a result of participating in the Competition or using any of the Prizes.
- 14) The Promoter reserves the right in its sole discretion to disqualify any Entrant who tampers with the entry process and, subject to the approval of those authorities which have issued permits for the conduct of this Competition, to cancel, terminate, modify or suspend the Competition if, for any reason, this Competition is not capable of running as planned, including but not limited to reasons of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Promoter that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
- 15) The Promoter and M2W assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. Neither the Promoter nor M2W accepts responsibility for any delayed SMS or SMS that cannot be delivered due to connection issues (failed/partial transmission), malfunctions, inaccessibility, unavailability, out of coverage areas, traffic congestion, acts or omission of service providers or unauthorised use of a mobile phone in relation to this Competition. The Promoter and M2W are 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 Promoter or M2W on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of the above (as applicable), including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation or downloading any materials in or in connection with this Competition. **CAUTION:** any attempt to deliberately damage any website or the information on a website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter and M2W reserves the right to seek damages to the fullest extent permitted by law.
- 16) The Promoter is Turner International India Pvt. Ltd. Its office is at Ground Floor, Empire Mills, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013.

None of the above paragraphs limits any other.

CARTOON NETWORK, the logo and all related characters and elements are trademarks of and © 2009 Cartoon Network. A Time Warner company. All rights reserved.

(s09)