

TERMS & CONDITIONS OF ENTRY TO "MENTOS CONTEST"

- 1) Information on prizes and how to enter the "MENTOS CONTEST" (**Competition**) form part of these Terms & Conditions of Entry (**Terms**).
- 2) Entry to the Competition is open to all legal residents of India and who are between the ages of 4 to 14 as at 1 April 2009 (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 18 below) or Turner (as defined in paragraph 19 below) or the related companies and advertising agencies of the Promoter or Turner, may not enter the Competition.
- 3) Entry to the Competition is via: (a) sending short message services (**SMS**) to the number "58558" (**Competition SMS Number**) as such SMS services are provided by Mobile2win India Pvt. Ltd. (**M2W**). Entrants will be solely responsible for all charges incurred in registering him/herself for the Competition, including any internet 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 1 May 2009 and closes at last entry received on 21 May 2009 (**Competition Period**). By entering the Competition, Entrants accept these Terms.
- 5) The prize selection for the Competition will take place at the office of Turner (as defined in paragraph 19 below) on 20 June 2009 at 12:00 noon (India standard time).
- 6) Viewers of television programming service presently called *Cartoon Network* (**Channel**) will be invited to participate in the Competition by answering the question asked in the promos Promoter's merchandise, aired on the Channel during the Competition Period and sending their entries via the entry mechanisms provided in paragraph 3 above. At the end of the Competition Period, 65 winners (**Winners**) will be selected from among the Entrants who have answered the question during the Competition Period. In case the number of valid entries is more than 65, the Winners will be selected by way of a lucky draw. Winners will win the following merchandise (**Prizes**):
 - (a) 15 winners will each receive a Sony branded Playstation valued at approximately INR 8000.
 - (b) 50 winners will each receive a Samsung branded MP3 player valued at approximately INR 3500.
- 7) The total value of the Prizes is a maximum of INR 2,95,000.
- 8) 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. The Promoter or Turner accept 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. Turner reserves the right to substitute any Prize (or any part of them) for an item of similar value. The specifications and brand (as applicable) of the Prize may change midway, before or after the commencement of the Competition at the sole discretion of Turner. Turner is not responsible for the service and support of the Prizes to the Winners.
- 9) Winners will be notified by telephone to the telephone number submitted with such Winners' Entry. Turner reserves the right to use any other method or medium deemed fit in its sole and absolute discretion for the purpose of announcing the Winners. Upon request, the 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 Prize. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, Turner may direct the judges to select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
- 10) The prize letters shall be delivered to the Winners at the address given at registration for the Competition on or before 30 July 2009.
- 11) The Winners may, at the absolute discretion of Turner, be required to execute a deed of release and indemnity in a form prescribed by Turner in order to receive the Prize. All Prizes will be awarded to the Winners' parent or guardian as all Winners will be between the ages of four and fourteen. It is the sole responsibility of the Winners' parents or guardians to monitor or supervise the use of any of the Prize.
- 12) Entrants' personal information (**PI**) will be collected to enable Turner to administer this Competition. The PI of Winners may be provided to others assisting Turner in this regard, including Turner and affiliates and to authorities that regulate this Competition (if applicable). If an Entrant does not truthfully provide all requested PI, Turner may determine that such Entrant is not eligible to win a Prize in this Competition.
- 13) All entries and all copyright and other rights in such entries become the property of Turner. 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 Turner and/or its affiliates of this information in any media in accordance with Turner'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 Turner in accordance with the Turner's online privacy policy. Any

request to access, update or correct any information should be directed to Turner at the address as listed below. The database information or any part of it may be provided to the Turner's affiliates in the Philippines, Hong Kong, the United Kingdom or the United States of America for the stated purposes.

- 14) To the extent permitted by law, the Promoter or Turner make no representations or warranties as to the quality, suitability or merchantability of any of the Prizes. To the extent permitted by law, Turner or 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.
- 15) Turner 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 Turner that corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition.
- 16) Turner, 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. Turner, the Promoter or M2W accept no 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. Turner, 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 Turner, 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). **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, Turner, the Promoter and M2W reserves the right to seek damages to the fullest extent permitted by law.
- 17) The Promoter is Perfetti Van Melle India Private Limited. And its office is at Global Business Park, Tower A, 1st Floor, Gurgaon-122 002, Haryana, India.
- 18) Turner is Turner International India Pvt. Ltd. and its office is at Ground Floor, Empire Mills, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013.
- 19) Though these terms and conditions are hosted on the website located at the Uniform Resources Locator www.cartoonnetwork.in (**Website**) and the contest is being conducted by Turner on behalf of the Promoter, neither the Channel, nor the Website nor the proprietors or operators of the Website or Channel have any liability whatsoever to any person in respect of any aspect of the Competition or the Prize. Each Entrant in the Competition releases the proprietors and operators of Channel, their affiliates and their licensees, successors, assigns, and each of such person's employees, agents, directors and officers from all liability, rights, claims, demands, losses, damages, expenses, costs and actions (including attorney fees) which an Entrant may have at any time in relation to the Competition or a prize associated with the Competition.

None of the above paragraphs limits any other.

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