

## TERMS & CONDITIONS OF ENTRY TO “BRITANNIA TREAT PLAY PACK CONTEST”

- 1) Information on prizes and how to enter “Britannia Treat Play Pack Contest” (*Competition*) form a 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 1 August 2009 (each an *Entrant* and collectively *Entrants*). 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) and Promoter’s related companies and advertising agencies may not enter the Competition.
  - 3) Entry to the Competition is through short messages service (*SMS*) to the number “58558” (*Competition SMS Number*) as such services are provided by Mobile2win India Pvt. Ltd. Entrants will be solely responsible for all charges incurred in participating in 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 20 August 2009 and closes at 0000 hrs on 9 September 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 the Promoter on 16 September 2009 at 6:00 pm (India Standard Time).
  - 6) During the Competition Period the Entrants will be required to watch a programming block titled “Cookie Treat” on television programme services titled *Cartoon Network* from 1500 hrs - 1600 hrs, during which a ticker will be shown 3 times. The ticker will have images of “Britannia Treat” biscuits coming out of a biscuit pack. The Entrants will have to count the number of biscuits and SMS their correct answer to 58558 as “treat A/B/C”. The Judges will select one winner (*Winner*) and 500 runners up (*Runners Up*) to the contest from among the correct entries received. The Winner and the Runners Up will be chosen randomly from among the correct entries received. The Winner will receive a Sony PSP worth INR 8,000/- (*Grand Prize*). The Runners Up will receive any one of the Ben 10 merchandise (*Runners Up Prizes*). The Runners Up Prizes are valued as blow
    - a) School Bags - Rs 245/- each
    - b) Tiffin Box - Rs. 104/- each
    - c) Water Bottles - Rs. 90/- each
    - d) Pencil Box - Rs. 97/- each
    - e) Coin Box - Rs.76/- each
- The Grand Prize and Runners Up Prize are collectively be known as *Prizes*. The total value of the Prizes is approximately INR 54,000/-.
- 7) The Judges decision is based on lucky draw 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. 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. 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 Judges. The Promoter is not responsible for the service and support of the Prizes after they are delivered to the Winner and Runners Up.
  - 8) Winner & Runner Up will be notified by telephone to the telephone number submitted with such prize winning entry. The Promoter reserve the right to use any other method or medium deemed fit in

its sole and absolute discretion for the purpose of announcing the Winner & Runners Up. Upon request, the Winner and Runners Up 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 Prizes. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner or Runner Up cannot be contacted from the details supplied, the Judges may select the next best and valid entry from the entries received as an alternative Winner or Runner Up at its sole discretion.

- 9) All Prize will be couriered to the Winner & Runners Up at the address given at the time of notification by telephone. The last day for prize distribution will be October 15 2009.
- 10) The Winner, Runners Up and their parents or guardians may, at the absolute discretion of the Promoter, be required to execute a deed of release and indemnity in a form prescribed by the Promoter in order to receive the Prizes. All Prizes will be awarded to the parent or guardian of the Winner or Runner Up. It is the sole responsibility of the Winner and Runners Up parents or guardians to monitor or supervise the use of any of the Prizes.
- 11) By entering into this Competition, each Entrant and his/her parent/guardian 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.
- 12) Entrants' personal information (*PI*) will be collected to enable the Promoter to administer and promote this Competition and its Winners. The PI of Winner & Runner Up may be provided to others assisting the Promoter in this regard, including the Promoter's affiliates, Partners 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.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) The Promoter assumes no responsibility for any error, omission, interruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. The Promoter also does not accept the responsibility for any delayed SMS or

SMS that cannot be delivered due to connection issues (failed or partial transmission), malfunctions inaccessibility, unavailability, out of coverage area, traffic congestion, acts or omission of service providers or unauthorized use of a mobile phone in relation to this Competition. The Promoter is not responsible for any failure of any entry to be received by the promoter. **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 reserves the right to seek damages to the fullest extent permitted by law.

17) 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.

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