

TERMS & CONDITIONS OF ENTRY TO “HOT WHEELS COLOUR SHIFTERS CONTEST”

- 1) Information on prizes and how to enter “Hot Wheels Colour Shifters 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 19 below) and Promoter’s related companies and advertising agencies may not enter the Competition.
- 3) Entry to the Competition is via: (i) logging on to the Uniform Resource Locator-www.cartoonnetworkindia.com (*Website*) and clicking on the link provided on the main page of the Website to enter the Competition or (ii) short message services (*SMS*) “COLOUR SHIFTERS” to the number “58558” (*Competition SMS Number*) as such services are provided by Mobile2win India Pvt. Ltd. (*M2W*). 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 31 August 2009 and closes at 0000 hrs on 20 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 20 October 2009 at 6:00 pm (India Standard Time).
- 6) During the Competition Period, the Entrants will be required to answer a simple question everyday “What happens when warm or icy cold water is splashed on the Hot Wheels’ Colour Shifters cars?” The choices of answer will be given as “A. colour changes”/ “B. shape changes”/ “C. size changes”. In case of Entrants, participating through Website, they will just have to click on their choice of answer. An image indicating incorrect answer will appear if the answer is incorrect and an image indicating correct answer will appear if the answer is correct. In case of Entrants, participating through SMS, they will have to submit their answer to the Competition SMS Number as “COLOUR SHIFTERS A/B/C”. If the answer submitted is incorrect, reply SMS will be delivered stating, “Incorrect answer. Please try again”. If the answer is correct, reply SMS will be delivered stating, “You now stand a chance to win a daily prize, to win the mega prize log on to www.cartoonnetworkindia.com”. The Promoters will select 50 (fifty) daily prize winners (*Daily Prize Winners*) randomly from among the correct entries received on each day. Each of the Daily Prize Winners will receive a Hot Wheels stationary kit worth INR 15/- and a Hot Wheels posters worth INR 25/- (*Daily Prizes*).
- 7) To participate in the Mega Prize (defined below), the Entrants will be required to log on to the Website and click on the banner of the Contest and play a game where the Entrants will be required to match the images of the Hot Wheels Colour Shifter cars given in one column against the images of the same Hot Wheels Colour Shifter cars in a different colour given in the other column. The Promoters will select 1 (one) mega prize winner (*Mega Prize Winner*) from among the correct entries received at the end of the Competition. The Mega Prize Winner will receive a gift set consisting of: one colour blaster playset worth INR 999/-, one stunt’n’dunk worth INR 749/-, one piranha peril worth INR 449/-, one single car pack worth INR 199/- and one double car pack INR 349/- (*Mega Prize*). In addition to this, the Promoters will select 2 (two) runners up (*Runners Up*) at the end of the Competition, who will receive either of the following: one colour blaster play set worth INR 999/- or one tanker trouble play set worth INR 449/- (*Runners Up Prizes*).

- 8) The Promoters will therefore select a total of 1053 Winners (defined below) to the Competition. The Daily Prizes, Mega Prize, Runners Up Prizes shall collectively be referred to as **Prizes**. The Daily Prize Winners, Mega Prize Winner and Runners Up shall collectively be referred to as **Winners**.
- 9) The total value of the Prizes is approximately INR 46,193/-. The Promoters' 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. 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. 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.
- 10) Winners will be notified by (i) telephone to the telephone number submitted with such participant's entry or (ii) email to the address submitted with participant's 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 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 Prizes. If the Prize is declined, unclaimed or unable to be claimed, or if a Winner cannot be contacted from the details supplied, the Promoter may direct the judges to select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
- 11) The Prizes/Prize letters will be couriered to the Winners at the address given at registration for the Competition on or before 20 November 2009.
- 12) The Winners 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 Winner's 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 Prizes.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.

- 17) 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.
- 18) 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/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 or 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.
- 19) 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 logo and all related characters and elements are trademarks of and © Cartoon Network. (s09)

This document was created with Win2PDF available at <http://www.daneprairie.com>.
The unregistered version of Win2PDF is for evaluation or non-commercial use only.