

TERMS & CONDITIONS TO SEND “KWALITY WALLS VIENNETTA DIWALI GREETINGS”

1. Information on how to send “Kwality Walls Viennetta Diwali Greetings” (*Greetings*) form a part of these Terms & Conditions (*Terms*).
2. Entry is open to all legal residents of India (each an *Entrant* and collectively *Entrants*). No purchase is necessary to enter the 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. Greetings can be sent using short message service (*SMS*), sending the text “DIW (space) followed by the Greeting” along with sender’s name and name of the person to whom the greeting is dedicated, to the number “58558” (*SMS Number*) as such services are provided by Mobile2win India Private Limited. Entrants will be solely responsible for all charges incurred by him/ her in sending the Greetings, including any telephone and/or mobile phone charges. Each SMS sent by an Entrant will cost him/ her maximum amount of Rs. 3.00 per SMS. Entrants may send the Greetings as many times as they wish provided that each Greeting is separately submitted.
4. Greetings can be sent from 10 October 2009 till 00.00 hrs on 14 October 2009 (*Greeting Period*). By sending the Greetings, Entrants accept these Terms.
5. During the Greeting Period, Entrants will be required to watch *Hindustan Unilever Limited* branded *Kwality Walls Vienetta* television commercial and send their Greetings via entry mechanism as provided in paragraph 3 above (*Promotional Activity*).
6. The best Greetings will be aired in a ticker between 0900 hrs to 1200 hrs on 16 October 2009 and 17 October 2009 on television programming service presently called *Cartoon Network*.
7. The Promoters will select the best Greeting at their sole discretion and their decision will be final and binding. No correspondence will be entered into about the selection or the Promoters’ decision(s).
8. The Promoters shall not be responsible for the content of the Greetings.
9. Each Entrant and his/her parent/guardian in case of minor is deemed to have granted Promoter the right, at its sole and absolute discretion, to use their nicknames and such names as may be mentioned in the Greetings 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.
10. Entrants’ personal information (*PI*) will be collected to enable the Promoter to display the Greetings and conduct this Promotional Activity. The PI of Entrants 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).
11. All entries and all copyright and other rights in such entries become the property of the Promoter. By sending the Greetings, 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.

12. 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 this Promotional Activity by sending SMS.
13. 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 Promotional Activity, to cancel, terminate, modify or suspend the Promotional Activity if, for any reason, this Promotional Activity 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 Promotional Activity.
14. 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 Promotional Activity. The Promoter or Mobile2win India Pvt. Ltd. shall not be responsible for any problems or technical malfunction of any telephone network or lines, entry to be received by the Promoter or Mobile2win India Pvt. Ltd. on account of technical problems or traffic congestion 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 Promotional Activity 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.
15. 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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