

## TERMS & CONDITIONS OF ENTRY TO “T J TOM CONTEST”

1. Information on prizes and how to enter “T J Tom 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 on 1 February 2010 (each an **Entrant** and collectively **Entrants**). No purchase is necessary to enter the Competition. All Entrants must seek parental or guardian approval before participating in the Competition. It will be the responsibility of parents 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](http://www.cartoonnetworkindia.com) (**Website**) and clicking on the banner of the Competition provided on the main page of the Website to enter the Competition or (b) sending the text “TOM (space) state your prank/ joke/idea/gags” using the short message service (**SMS**) to the number “58558” (**Competition SMS Number**) as such services are provided by **Mobile2win India Private Limited (M2W)**; or (c) by giving a call to number 1250 158 (for BSNL and Airtel landline users) and to number 58888388 (for all other mobile phone users) and submitting entry through the Interactive Voice Recording (**IVR**) System provided by Dialnet Communications Limited (**Dialnet**). Entrants will be solely responsible for all charges incurred in registering him/ herself for the Competition, including any telephone and/or mobile phone charges. Each SMS sent by an Entrant will cost him/ her a maximum amount of Rs. 3.00 per SMS and each telephone call made by an Entrant to the above mentioned numbers will cost Rs. 6.00 per call, 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 8 February 2010 and closes at 00.00 hrs on 28 February 2010 (**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 March 2010 at 6:00 pm (India Standard Time).
6. During the Competition Period, entrants will be required to watch episodes of television programming block titled *Tom & Jerry* aired on the television programming service called *Cartoon Network* as per television schedule. During the Competition Period, Competition advertisements will be aired during the commercial break informing the viewers about the details of the Competition. Entrants will be required to send their jokes or prank, idea or gags that they would like to pull on *Tom* via entry mechanism as provided in paragraph 3 above. Entrants with the best jokes, prank, idea or gags will receive prizes in the manner as mentioned below.
7. At the end of the Competition Period, from among all the entries received, Promoters will select 1 (one) winner (**Grand Prize Winner**) and 10 (ten) runners up (**Runners Up**) to the Competition. The Winner shall receive 1 (one) Sony PSP worth INR 9500/- (Rupees nine thousand five hundred only) (**Grand Prize**) and each of the Runners Up will receive one Ipod shuffle each worth INR 3600/- (Rupees three thousand six hundred only) (**Runners Up Prize**).
8. The Promoters will therefore select a total of 11 (eleven) Winners (as defined below) to the Competition. The Grand Prize and Runners Up Prize shall collectively be referred to as **Prizes** and Grand Prize Winners and Runners Up shall collectively be referred to as **Winners**.
9. The total value of the Prizes is approximately INR 45,500/- (Rupees forty five thousand five hundred only). 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 Promoters’ 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 Winners.

10. Winners will be notified by (i) telephone to the telephone number submitted with such prize winning 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 Promoters may select the next best and valid entry from the entries received as an alternative Winner at its sole discretion.
11. The Prizes will be couriered to the Winners at the address given at the time of notification of Prizes for the Competition on or before 30 April 2010.
12. The Winner, 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. 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 or her parent or 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 its Winners. The PI of Winner 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.
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 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 or M2W or Dialnet shall not be 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 or Dialnet 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.

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