TERMS AND CONDITIONS FOR "Notty PIXY First Day First Show – Resident Evil - The Final Chapter CONTEST"

A. ACCEPTANCE OF TERMS AND CONDITIONS

You acknowledge and agree that the following Terms of Use constitute a legally binding agreement (hereinafter the "***Agreement***") between you (hereinafter the "***User***" and/or "***You***") and Sony Pictures Networks India Private Limited ("***SPN***"). You represent and warrant to SPN that you have read and understood the Terms and Conditions and the Privacy Policy (together the "***Terms***"), and agree to abide by the Terms and that you have the legal capacity to enter into this Agreement.

B. HOW TO PARTICIPATE

"Notty PIXY First Day First Show – Resident Evil - The Final Chapter" contest (herein after referred to as "***Contest***") is hosted by SPN on the terms and conditions as stated hereunder ("***Terms and Conditions***"):

1. The Contest shall be promoted and hosted on SPN's channel Sony PIX ("***Channel***") Facebook page www.facebook.com/SonyPIX ("***Web-Page***"). The Contest will commence from January 28, 2017 at 11:00 hours Indian Standard Time ("***IST***") and shall end on 23:00 hours IST on February 02, 2017 ("***Timelines***").
2. During Timelines, SPN shall ask the User to answer the question the following question related to the movie 'Resident Evil - The Final Chapter' **("Movie")** on the Notty Pixy Tab on Facebook ("***Contest Question***") on the Web-Page –

   Q. "What's the character name of the main villain in Resident Evil: The Final Chapter??

   a) Albert Wesker
   b) Venom"

3. SPN shall not be responsible for any technical disruption and/or failure/ server problems and/ or any other difficulties of such nature, due to which the User is unable to upload the Entries (defined below) on the Web-Page and/or participate in the Contest.
4. Submissions made after the Timelines shall not be considered and shall be null and void.
5. Mere submission of the Entries does not guarantee that the Entries shall be made available on the Web-Page or be eligible for the Contest.
6. SPN reserves the right to disqualify any User from participating in the Contest without assigning any reason. The decision of SPN in this regard shall be final and binding upon the Users.

7. During the Timelines, SPN at its sole discretion shall select the Entries from amongst all the Entries submitted and make it available on the Web-Page. The Entries which is made available on the Web-Page by SPN will be considered for the Contest.

8. At the end of the Timelines, SPN at its sole discretion shall select sixty-five (65) winners by random selection process depending upon who as per SPN and/or its representatives have given the correct Answers to the Contest Question ("***Winner***"). The Winners of the Contest will be announced on the Web-Page on February 03, 2017. SPN reserves the right to select the Winner of the Contest and such decision shall be final and binding on the Users.

9. Each Winner shall stand a chance to win movie voucher to the movie 'Resident Evil - The Final Chapter' ("***Prize***"). It is clarified that any cost or expense over and above the amount of the Prize shall not be borne or reimbursed by SPN to the Winner.

10. In the event SPN receives any claim or notice of copyright infringement with respect to the Entries featuring on the Web-Page, such Entries shall be removed from the Web-Page within one (1) hour from the receipt of such notice/Entries and shall be disqualified from the Contest.

C. USER GENERATED ENTRIES

1. Any and all entries and other content, answers relating to the Contest Question data or information that User uploads or submits to the Website (collectively "***Answer***" or ***"Entry(ies)"***) are generated by the User, and User's Answer therefore remains in User's sole property and responsibility and SPN shall not be liable for the Answer.

2. SPN does not claim any ownership rights in any Entries and other materials which User uploads through the Web-Page.

3. User hereby expressly acknowledges and agrees that the User, and not SPN, is fully responsible for all Entries that the User uploads or otherwise makes available through the Web-Page.

4. The User acknowledges that the Entries uploaded to, or transmitted through the Web-Page may be protected by copyrights, trademarks, service marks, patents or other intellectual property rights and laws. User undertakes not to upload, display, send, transmit or otherwise make available any Entries in which User does not have the appropriate rights to do so. Unauthorized copying, distribution, modification, display, public performance or other unauthorized use of copyrighted works by User may constitute an infringement of the copyright holders' rights and may result in civil litigation and criminal prosecution. Further, the User agrees not to engage in the use, copying, or distribution of any of the Entries for any purposes whatsoever. User agrees not to circumvent, disable or otherwise interfere with security related features of the Web-Page or features that prevent or restrict use or copying of any Entries or enforce limitations on use of the Web-Page or the Entries therein.

5. SPN assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any User's communications or personalization settings. Users are responsible for obtaining access to the Web-Page.

6. SPN does not endorse any User's Entries or any opinion, recommendation, or advice expressed therein, and SPN expressly disclaims any and all liability in connection with the User's Entries. SPN does not permit copyright infringing activities and infringement of intellectual property rights on the Web-Page, and SPN will remove all Entries and User's submissions if properly notified that such Entries infringes on another's intellectual property rights. SPN reserves the right to remove Entries without prior notice. SPN will also terminate the User's access to SPN's page on Facebook, if they are determined to be an infringer.

7. User agrees and understands that when using the Web-Page, the User will be exposed to Entries from a variety of sources and other User's Entries, and that SPN is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Entries. User further understands and acknowledge that he/she may be exposed to the Entries that is inaccurate, offensive, indecent, or objectionable, and he/she agrees to waive, and hereby do waive, any legal or equitable rights or remedies he/she has or may have against SPN with respect thereto, and agree to indemnify and hold SPN its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to his/her access to or use of the Web-Page.

D. REPRESENTATIONS AND WARRANTIES

User represents and warrants to SPN that the Entries:

1. shall be true, accurate, complete and not misleading;
2. shall not violate the rights of any third party, including, but not limited to, copyrights, trademark rights and/or any other intellectual property rights;
3. is not grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
4. does not harm minors in any way;
5. does not infringe any patent, trademark, copyright or other proprietary rights;
6. does not violate any law for the time being in force;
7. does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
8. does not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
9. User's Entries shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders;
10. User's Entries is an original work by User and/or User has all necessary rights, licenses, consents and permissions to use, and to authorize SPN to use, any and all copyrights, performance rights or other intellectual property rights in and to User's Entries in order to use the Entries on the Web-Page;
11. User has any and all necessary consent, permission or release of any and all persons identifiable in the Entries to use the name, image etc. on the Web-Page.

E. **ELIGIBILITY FOR PARTICIPATION IN THE CONTEST**

1. The Contest is open for people in cities where the Movie is playing in PVR cinemas only.

2. The Contest is open for residents of India only who access to the Web-Page of the Channel from India IP address. For purposes of clarity, an Indian resident accessing the Web-Page page of the Channel from a foreign IP address may not be able to participate due to the Contest being geo blocked outside India.

3. Non-resident Indians are not eligible for participation in the Contest even if they participate by accessing to the Web-Page page of the Channel from India IP address.

4. This Contest is strictly governed by the laws of India including the Privacy Laws of India

5. The User must have attained the age of 18 years to participate in the Contest.

6. Employees, agents and promoters (including their immediate family members) of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.

7. Users will be allowed to send only one entry for the Contest. User can win only once in this Contest. Any subsequent wins (if declared) will be automatically void.

F. **TERMS AND CONDITIONS TO CLAIM THE PRIZE**

1. To claim the Prize, the Prize Winner must have valid proof of identity, age and address or any other document as may be required by SPN at its sole discretion;

2. The name of the Winner will be confirmed and posted on the Web-Page as per the timelines stated in Clause B (8) above. SPN shall contact the Winner on the email id and/or the mobile number which he/she would have submitted along with the entries. Winner will need to provide his/her address to via reply email and/or text message within 24 hours of receipt of email/phone call from SPN failing which SPN may select another Winner. In the event, SPN is not able to establish successful contact with the Winner (i.e. in case the email bounces back or a delivery failure message is received, the mobile number is switched off, busy is not answered), that Winner shall not be considered for the Prize and SPN may choose any other Winner at its sole discretion. Upon receiving the mailing address, SPN shall courier the Prize to such mailing address accordingly..

3. SPN shall not be liable for any defect in the Prize and makes no representation and/or warranty regarding the Prize and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty or merchantability or fitness of the Prize for a particular purpose.

G. OTHER TERMS AND CONDITIONS

1. By participating in the Contest, each User agrees to follow these Terms and Conditions and to be bound by any decisions made by SPN in its sole discretion, including any interpretations of the Terms and Conditions.

2. SPN including their divisions, affiliates and subsidiaries, and their respective agents and representatives, owners, distributors, retailers, and advertising/promotion agencies, are not responsible for any loss of entries for any reason whatsoever including, due to any problems caused, service providers, technical disruption and/or failure/ server problems and/ or any other difficulties for entries received after the deadline. Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions.

3. SPN reserves its right to select and declare or not to declare the Winner if no contestant has submitted entries upto the satisfaction of SPN. Decision of SPN in this regard is final and no correspondence in this regard will be entertained.

4. While accepting the Prize, the Winner may be required to sign an "indemnity and release of claims" form provided by SPN, as the case may be, which shall release SPN of all liability. Failure to complete and sign any documents requested by SPN may result in disqualification and selection of an alternate Winner. All decisions of SPN are final in this regard.

5. Mere participation in the Contest does not entitle the User to win the Prize.

6. The Prize will be awarded to the Winner pursuant to verification and in accordance with these Terms and Conditions. The risk and title in the Prize vests in the Winner upon SPN's dispatch of the Prize.

7. SPN does not provide any implied or express warranties or guarantees with respect to usability and sizes (in case of apparels) of the Prize.

8. Prize is not transferable, assignable or exchangeable. The Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Winner, and no other person or agent, may claim the Prize.

9. SPN has the right to substitute the Prize with other prize of similar or equal value, as determined by SPN in its sole discretion.

10. SPN reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest at any time without any prior notice. By entering into the Contest the User agrees to such amended terms.

11. SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. SPN makes no representations and disclaims all express, implied, and statutory warranties of any kind to the participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.

12. Under no circumstance, unless due to willful misconduct or gross negligence, shall SPN and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the User and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The User specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against SPN and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.

13. By entering into the Contest, the Winner waive all copyrights, rights of publicity and any related rights and consents to SPN's right to picture, tape or portray him/her as a Contest Winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Prize Winner also consent to SPN's right to use his/her name, voice or picture, or the Entries of his/her Contest entry(ies) (collectively, the "***Publicity Rights***").

14. Under no circumstance shall SPN including the channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the contestant/user and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if SPN has been advised of the possibility of such damages.

15. Non-conformance by any participant and /or Winner of the Contest will result in immediate disqualification of the participant/Winner from participation or winning the Prize as the case maybe.

16. **Privacy Policy:** This Contest requires the participants to provide the following information only i.e. name, email id, address and mobile number ("***Personal Identifiable Information***"). The Personal Identifiable Information is requested to process the results of the Contest (for example, identifying entries, etc.), declare and inform the winners of the Contest. Save and except for the Winners of the Contest, Personal Identifiable Information is not retained by SPN and its agencies under any circumstances and is deleted from all of our records within forty five (45) days of completion of the Contest, declaration and disbursement of gratification of the Contest. It is clarified that SPN does not use the Personal Identifiable Information

for any purpose except for processing the results of the Contest, declare and inform the Winners of the Contest.

17. Providing information to SPN is your choice. By clicking on the Contest tab, you agree to allow us authorized use of your information and you agree to abide by the Terms and Conditions of the Contest.

18. Unfortunately, the transmission of information over the Internet is not completely secure. Although SPN strive to protect your personal data, SPN cannot guarantee the security of your data while it is being transmitted to SPN site; any transmission is at your own risk.

19. SPN reserves the right to change the Terms and Conditions of this Contest and to alter or terminate the Contest at any time.

20. The decisions of SPN and its representatives shall be final and binding on all aspects of the Contest.

21. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.

22. The User's participation in the Contest by submitting the entry of the Entries will be construed as an acceptance of the above stated Terms and Conditions.