

## **TERMS AND CONDITIONS FOR "Sony PIX Football Fever Workout Challenge"**

### **A. ACCEPTANCE OF TERMS AND CONDITIONS**

1. The terms and conditions ("**Terms and Conditions**") as set out below by Sony Pictures Networks India Private Limited ("**SPN**") in relation to the Contest (defined hereinafter) shall be a legally binding agreement between the Participant (defined hereinafter) and SPN.
2. By participating in the Contest, the Participant represents and warrants that the Participant has read, understood and accepted the Terms and Conditions.

### **B. HOW TO PARTICIPATE**

1. The contest "Sony PIX Football Fever Workout Challenge" ("**Contest**") shall be hosted and promoted on Facebook ("**Platform**") on the official account page [www.facebook.com/SonyPIX](http://www.facebook.com/SonyPIX) ("**Account**") of SPN's channel - 'Sony PIX'.
2. To participate in the Contest, any person fulfilling the below mentioned eligibility criteria and participating in the Contest ("Participant") shall during the Period, be required to record themselves replicating the Sony PIX Football Fever workout uploaded by SPN on the Account and finish it under 1 minutes along with the celebration of completing the workout like their favorite footballer and share the video on the Platform with a tag Sony PIX and hashtags #SonyPIXFootballFever and #FootballFeverChallenge. Each video posted by the Participant either on their personal account on the Platform or as a comment in the Contest post along with relevant tags and hashtags shall be considered as an "**Entry**".
3. The Contest shall be hosted during the period commencing from July 7, 2018 at 14:00 hours Indian Standard Time ("**IST**") and ending on July 15, 2018 at 23:59 hours IST ("**Period**").
4. The Participant may participate in the Contest as many times as he/she wants in relation to the Contest on the Platform however the same shall not increase such Participant's chances of winning the Contest over the other participant(s) who have sent only one Entry during the Period.
5. Entries made after the Period and without the relevant tags and hashtags shall not be considered eligible for Prizes and shall be null and void.
6. SPN shall select 3 (three) winners from the Entries submitted by the participants on the Account, basis on a best performance and technique of the Participants as chosen by SPN and/or its representatives ("**Winners**") within 15 (fifteen) days from the last day of the Period ("**Announcement Date**"). SPN reserves the right to select the Winners of the Contest and such decision shall be final and binding on the Participants.
7. SPN reserves its right to select and declare or not to declare the Winners if no Participant has submitted entries up to the satisfaction of SPN. Decision of SPN in this regard is final and no correspondence in this regard will be entertained.
8. Each Winner of the Contest shall win Channel merchandise ("**Prize**").
9. In order to be eligible for the Prize, the Entries submitted by the Participant shall be as per the Terms and Conditions stated herein.
10. In the event of any discrepancy as to the date and/or the time of receipt of Entries, SPN shall have the final decision in resolving such discrepancy.

### **C. ELIGIBILITY OF THE PARTICIPANT FOR PARTICIPATION IN THE CONTEST**

1. The Contest is open for residents India who can access the Platform with a valid account on the Platform.

2. Non-resident Indians are not eligible for participation in the Contest even if they participate by accessing to the Platforms from Indian IP address.
3. The Participant must have attained the age of 18 years to participate in the Contest.
4. 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.
5. SPN reserves the right to disqualify any Participant from participating in the Contest without assigning any reason. The decision of SPN in this regard shall be final and binding upon the Participant.

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

1. The name of the Winners will be announced on the Account via a post on the Announcement Date. The Winners will have to send a direct message to the Platform with their name, telephone no, postal address, e-mail address and photo ID proof within a period of 48 hours from the announcement of the Winners on the Account, failing which SPN may select another winner. Upon receiving the mailing address, SPN shall courier the Prize to such mailing address of the Winner, accordingly.
2. To claim the Prize, the Winners may be required to provide a copy of valid proof of identity, age and address or any other document as may be required by SPN at its sole discretion to SPN.
3. The Prize will be sent via courier to the address provided by the Winners upon successful contact by SPN.
4. The Prize will be awarded to the Winners 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.
5. While accepting the Prize, the Winners 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.
6. 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.
7. Each Winner can claim a Prize only once in this Contest. Any subsequent wins (if declared) will be automatically void.
8. SPN shall not be liable for any defect, harm to the Prize and makes no representation and/or warranty regarding the same and hereby expressly disclaims all other warranties, express or implied including but not limited to the merchantability of the Prizes.
9. SPN shall not be liable for any cost or expense over and above the Prize including without limitation delivery and travel expenses. The Prize cannot be exchanged for any monetary value.
10. Each Winner can claim a Prize only once in this Contest. Any subsequent wins (if declared) by the same person will be automatically void.
11. Mere participation in the Contest does not entitle the participants to win a Prize.

**E. OTHER TERMS AND CONDITIONS**

1. By participating in the Contest, each Participant 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. The Participant represents and warrants to SPN that the Entries:
  - a. shall be true, accurate, complete and not misleading;
  - b. shall not violate the rights of any third party, including, but not limited to, copyrights, trademark rights and/or any other intellectual property rights;
  - c. 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;
  - d. does not harm minors in any way;
  - e. does not infringe any patent, trademark, copyright or other proprietary rights;
  - f. does not violate any law for the time being in force;
  - g. does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - h. 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;
  - i. the Entries shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders.
3. SPN reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest including the Period at any time without any prior notice. By entering into the Contest, the Participant agrees to such amended terms.
4. The Participant agrees and understands that when using the Platform, the Participant will be exposed to entries from a variety of sources and users, and that SPN is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such entries. The Participant further understands and acknowledge that he/she may be exposed to 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 Platform.
5. 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 Participant is unable to submit the Entry on the Platform and/or participate in the Contest.
6. SPN assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. SPN shall not be responsible for providing access to the Platform/Account to the Participant.
7. 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 Period. 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.
8. SPN does not provide any implied or express warranties or guarantees with respect to usability and sizes of the Prize.
9. 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.
10. SPN has the right to substitute the Prize with other prize of similar or equal value, as determined by SPN in its sole discretion.

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 shall SPN and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the participant 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. The Participant 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 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.
14. The Participant consent to SPN's right to use his/her name, voice or picture, or the content of his/her Entry(ies) (collectively, the "**Publicity Rights**") on the Channel's account on the social media platforms, the Channel, Channel's website or otherwise.
15. **Privacy Policy:** This Contest requires the Winners 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 and deliver the Prizes. 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 thirty (30) 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 and deliver the Prizes to the Winners.
16. Providing information to SPN is voluntary and the Participant's personal choice. By participating in the Contest, the Participant agrees to allow SPN authorized use of the Participant's information and the Participant agrees to abide by the Terms and Conditions of the Contest.
17. The transmission of information via technology is not completely secure. Although SPN strive to protect the Participant's personal data, SPN cannot guarantee the security of the Participant's data while it is being transmitted via the technology; any transmission is at the Participant's risk and without any liability to SPN.
18. The decisions of SPN and its representatives shall be final and binding on all aspects of the Contest.
19. The Contest shall be governed by and construed in accordance with the applicable laws in India including the privacy laws of India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.