

## **TERMS AND CONDITIONS**

### **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 and/or its affiliates ("**SPN**"). You represent and warrant to SPN that you have read and understood the Terms of Use ("**Terms**"), and agree to abide by the Terms and that you have the legal capacity to enter into this Agreement.

### **B. ABOUT THE CONCEPT AND HOW TO PARTICIPATE**

SPN is desirous of co-creating its first crowd sourced Sports Lifestyle Magazine ("**Magazine**") on SportsInspiresLife.Com ("**Website**") with the microsite "Its All in the Name" ("**Microsite**") which shall be the platform for creating a magazine in association with the Users ("**Concept**"). The Users will be asked to submit their choice of name for the said Magazine ("**Submission(s)**") during the period starting from [6 PM] July 18,2017 until [11:59 PM] August 6, 2017 ("**Term**"). The Users hereby agree that in order to make their Submissions, the Users will have to register themselves on the Microsite on the terms and conditions as stated hereunder ("**Terms and Conditions**"):

1. During the Term stated above, the Users will have to register on the Website with the said Microsite and make Submissions. The Users shall not be eligible for making a Submission until the User has completed registration on the Website.
2. In order to be eligible for the Prize, the Submissions given by the Users must be creative as per the terms and conditions stated herein.
3. The User(s) can send as many Submissions as he/she wants on the Concept however, the same shall not increase such User(s) chances of winning over the other participant(s) who have sent only one Submission during the Term.
4. SPN and/or its affiliates 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 submit the Submission on the Website and/or participate in the Concept.
5. Incomplete and/or the Submissions submitted after the Term shall not be considered and shall be null and void.
6. SPN reserves the right to disqualify any User from participating in the Concept without assigning any reason. The decision of SPN and/or its affiliates in this regard shall be final and binding upon the Users.
7. At the end of the Period, SPN and/or its affiliates at its sole discretion shall select (3) three winners, based on the most creative and best Submissions sent by the Users ("**Winners**"). SPN and/or its affiliates reserves the right to select the Winner(s) of the Concept and such decision shall be final and binding on the Users. The Winners will be announced after the completion of the Concept.

8. SPN states that each Winner(s) of the Concept shall stand a chance to win Skull Candy Bluetooth Headphones or such other equivalent prize ("**Prize**").
9. SPN further states that the first (100) hundred registrations of Users shall stand a chance to win Sony branded fidget spinners or such other equivalent prize.
10. Any and all taxes and/or levies applicable under the laws of India shall be borne by the winners in relation to the Prize.
11. The User/participants shall ensure that the Submissions:
  - i. shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights. The participants shall indemnify SPN and/or its affiliates, its officials, employees, representatives against any claim, loss, damages and liability arising as a result of infringement of third party intellectual property rights.
  - ii. is not harmful, harassing, blasphemous, defamatory, obscene, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever;
  - iii. does not harm minors in any way;
  - iv. does not violate any law for the time being in force;
  - v. does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - vi. 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;
  - vii. shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders.
1. 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.
2. SPN assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. Users are responsible for obtaining access to the Website.
3. User agrees and understands that when using the Website, the User will be exposed to submissions from a variety of sources and users, and that SPN and/or its affiliates are 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 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 Website.

**C. ELIGIBILITY FOR PARTICIPATION IN THE CONCEPT**

1. The Concept is open for residents of India only who access to the Website page of the channel/channel website from India IP address. For purposes of clarity, an Indian resident accessing the Website page of the channel/channel website from a foreign IP address may not be able to participate due to the concept being geo blocked outside India.
2. Non-resident Indians are not eligible for participation in the Concept even if they participate by accessing to the Website page of the channel/channel website from India IP address.
3. This Concept is strictly governed by the laws of India including the Privacy Laws of India
4. The User must have attained the age of 18 years to participate in the Concept.
5. Employees, agents and promoters (including their immediate family members) of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Concept in any manner, are not eligible to participate in the Concept.
6. The User/participant can win only once in this Concept. Any subsequent wins (if declared) will be automatically void.

**D. 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 (such as vendor registration forms, PAN, Passport, etc.) as may be required by SPN and/or its affiliates at its sole discretion.
2. The name of the Winner will be announced on the Website as per the timeline stated in clause B above. The Winners will have to send a direct message to the Website 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 winner on the website, failing which SPN and/or its affiliates may select another Winner. Upon receiving the mailing address, SPN and/or its affiliates shall attempt to courier the Prize to such mailing address of the Winner, only once. In the event, successful contact with is not established (i.e. in case the message is not delivered, the winner does not see the message and revert within 48 hours), that Winner shall not be considered for the Prize and SPN and/or its affiliates may choose any other Winner at its sole discretion.
3. The Prize will be sent via courier to the address provided by the Winners upon successful contact by SPN only once and shall not make any further attempts to deliver the Prize.
4. SPN and/or its affiliates 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.

**E. OTHER TERMS AND CONDITIONS**

1. By participating in the Concept, each participant agrees to follow these Terms and Conditions and to be bound by any decisions made by SPN and/or its affiliates 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 and/or its affiliates reserves its right to select and declare or not to declare the Winner if no contestant has submitted entries upto the satisfaction of SPN and/or its affiliates. Decision of SPN and/or its affiliates in this regard is final and no correspondence in this regard will be entertained.
4. While accepting the Prize, the Winners may be required to sign an “indemnity and release of claims” form provided by SPN and/or its affiliates, as the case may be, which shall release SPN and/or its affiliates of all liability. Failure to complete and sign any documents requested by SPN and/or its affiliates may result in disqualification and selection of an alternate Winner. All decisions of SPN are final in this regard.
5. Mere participation in the Concept does not entitle the participants to win a 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 and/or its affiliates’ 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 Concept at any time without any prior notice. By entering into the Concept the participant 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 Concedpt 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 participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. 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 Concept.

13. By entering into the Concept, the Winner waives all copyrights, rights of publicity and any related rights and consents to SPN and/or its affiliates' 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. The Prize Winner also consents to SPN and/or its affiliates' right to use his/her name, voice or picture, or the content of his/her Submissions (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 and/or its affiliates has been advised of the possibility of such damages.
15. Non-conformance by any participant and /or Winner will result in immediate disqualification of the participant/Winner from participation or winning the Prize as the case may be.
16. **Privacy Policy:** This Concept 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 Submissions (for example, identifying entries, etc.), declare and inform the winners of the Concept. Save and except for the winners of the Concept, 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 Concept, declaration and disbursement of gratification of the Concept. It is clarified that SPN does not use the Personal Identifiable Information for any purpose except for processing the results of the Concept, declare and inform the Winners of the Concept.
17. Providing information to SPN and/or its affiliates is your choice. By clicking on the Mircosite, you agree to allow us authorized use of your information and you agree to abide by the Terms and Conditions of the Concept.
18. Unfortunately, the transmission of information over the Internet is not completely secure. Although SPN and/or its affiliates strive to protect your personal data, SPN and/or its affiliates cannot guarantee the security of your data while it is being transmitted to our site; any transmission is at your own risk.
19. SPN and/or its affiliates reserves the right to change the Terms and Conditions of this Concept and to alter or terminate the Concept at any time.
20. The decisions of SPN and its representatives and/or its affiliates shall be final and binding on all aspects of the Concept.
21. The Concept shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Concept are subject to the jurisdiction of the Courts at Mumbai only.
22. Your participation in the Concept by submitting the Submissions will be construed as an acceptance of the above stated Terms and Conditions.

