

## TERMS & CONDITIONS OF ENTRY TO “THE WB STAR TREK CONTEST”

- 1) Information on prizes and how to enter “The WB Star Trek Contest” (*Contest*) form a part of these Terms & Conditions of Entry (*Terms*).
- 2) Entry to the Contest is open to all legal residents of India who are above the age of 18 as on the start date of the Contest (each an *Entrant* and collectively *Entrants*). No purchase is necessary to enter the Contest. 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 Contest.
- 3) Entry to the Contest is via sending the text “WB” space “A or B or C” using the short message service (*SMS*) to the number “58888” (*Contest SMS Number*) as such services are provided by Mobile2win India Pvt. Ltd. (*M2W*). Entrants will be solely responsible for all charges incurred in registering him/ herself for the Contest, including mobile phone charges. Each SMS sent by an Entrant will cost him/ her a maximum amount of Rs. 3.00 per SMS, inclusive of any applicable mobile phone operator charge, and any applicable taxes, levies or duties. Entrants may enter the Contest as many times as they wish provided that each entry is separately submitted.
- 4) Entry to the Contest commences on 27 August 2011 and closes at 00.00 hrs on 17 September 2011 (*Contest Period*). By entering the Contest, Entrants accept these Terms.
- 5) The prize selection for the Contest will take place at the office of the Promoter on 1 October 2011 at 5:00 pm (India Standard Time).
- 6) During the Contest Period, viewers of the television programming service titled *WB (Channel)* will be required to watch the Channel for the contest advertisement featuring the Contest question. The viewers will be required to answer the Contest question by choosing from the options “A or B or C” and submit their entry through entry mechanism mentioned in paragraph 3 above. The contest question will change every week.
- 7) At the end of every week, from among all correct entries received, Promoter will select an Entrant as a weekly winner based on the earliest entry received (each a *Weekly Winner* and collectively *Weekly Winners*) each of whom will receive a Star Trek character figurine and a Star Trek badge replica, collectively worth approximately INR 7,800/- (Rupees Seven Thousand Eight Hundred Only). A total of 3 Weekly Winners will be selected during the Contest Period. At the end of the Contest Period, from among all correct entries received during the Contest Period, Promoter will select an Entrant as the grand prize winner based on the earliest entry received (*Grand Prize Winner*) who will receive a Nintendo Wii along with a Star Trek conquest game CD, collectively worth approximately INR 21,900/- (Rupees Twenty One Thousand Nine Hundred Only) . The Grand Prize and the Weekly Prize shall collectively be known as *Prizes* and the Grand Prize Winner and Weekly Winners shall collectively be known as *Winners*. The total value of all Prizes is approximately INR 45,300/- (Rupees Forty Five Thousand Three Hundred Only).
- 8) Promoters’ decision will be based on a set of pre-determined criteria and their decision will be final and binding. No correspondence will be entered into about the Contest or Promoter’s 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 or mail. 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 Contest at the sole discretion of the Promoter. The Promoter is not responsible for the service and support of the Prizes after they are delivered to the Winners.
- 9) Winners will be notified by telephone number submitted with such participant’s entry. The Promoter reserves 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 or 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 or its designated representatives may select the next correct and valid entry from the entries received as an alternative Winner at its sole discretion.

- 10) All Prizes will be couriered to the Winners at the address given at the time of notification on or before 1 November 2011.
- 11) The Winners 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. It is the sole responsibility of the Winners to monitor their use of any of the Prizes.
- 12) By entering into this Contest, each Entrant 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.
- 13) Entrants' personal information (**PI**) will be collected to enable the Promoter to administer and promote this Contest and the Winners. The PI of Winners may be provided to others assisting the Promoter in this regard, including the Promoter's affiliates and to authorities that regulate this Contest (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 Contest.
- 14) All entries and all copyright and other rights in such entries become the property of the Promoter. By entering the Contest (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.itsonwb.com/privacy-policy/> 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.
- 15) 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 Contest or using any of the Prizes.
- 16) 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 Contest, to cancel, terminate, modify or suspend the Contest if, for any reason, this Contest 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 Contest.
- 17) 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 Mobile2win shall not be responsible for any problems or technical malfunction of any telephone network or lines, to be received by the Promoter or Mobile2win on account of technical problems or traffic congestion, 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.

18) The Promoter is Turner International India Pvt. Ltd. Its office is at 3<sup>rd</sup> & 4<sup>th</sup> Floor, Audeus, Fun Republic Lane, Near Yash Raj Films, Veera Desai Road, Mumbai- 400053.

None of the above paragraphs limits any other.

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