

## TERMS & CONDITIONS OF ENTRY TO “THE MIGHTY HANGOVER CONTEST”

- 1) Information on prizes and how to enter “The Mighty Hangover 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 at 1 May 2011 (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 “HANGOVER” 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 Competition as many times as they wish provided that each entry is separately submitted.
- 4) Entry to the Contest commences on 26 May 2011 and closes at 00.00 hrs on 29 May 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 4 June 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 making of “*Hangover 2*” (**Movie**) which will be aired on 27 May 2011 at 8.30 p.m. on the Channel and answer a simple question based on the Movie by choosing from the options “A or B or C” and submitting their entry through entry mechanism mentioned in paragraph 3 above.
- 7) At the end of Contest Period, from among all correct entries received, Promoters will select a total of 5 (five) winners (**Winners**). The apportionment of the Prizes (as defined below) will be as follows:
  - a) 3 (three) Entrants will be selected as runners up (each a **Runner Up** and collectively **Runners Up**), each of whom will receive a *Hangover 2* merchandise worth INR 600/- (Rupees six hundred only) (**Runners Up Prize**)
  - b) 2 (two) Entrants will be selected as the grand prize winners (each a **Grand Prize Winner** and collectively **Grand Prize Winners**) each of whom will win a trip for two to Bangkok (including The Grand Prize Winner) for 2 nights and 3 days consisting of airfare, airport taxes, meals and accommodation (**Grand Prize**). The prize excludes all petrol, spending money, insurance, transport and other ancillary costs and expenses (unless stated to the contrary in this Terms and Conditions of Entry) which will be the sole responsibility of each Winner and his/ her travelling companion. All bookings in relation to the Grand Prize are made subject to availability and blackout periods, and all enquiries associated with the fulfilment of the Grand Prize should be made to the Promoter or such other person or sponsor designated by the Promoter. The total value of the Grand Prize will be approximately INR 1,25,000/ (Rupees one lakh twenty five thousand only).

The Grand Prize and the Runners Up Prize shall collectively be known as **Prizes** and the Grand Prize Winner and Runners Up shall collectively be known as **Winners**. The total value of all Prizes is approximately INR 2,51,800/- (Rupees two lakhs fifty one thousand eight 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) Grand Prize Winner will be able to avail the Grand Prize before 28 December 2011 and on such dates as the Promoter or any person or sponsor designated by the Promoter may agree. The Promoter shall not be responsible if the Grand Prize is not availed before 28 December 2011. The Runner Up Prizes along with Prize letters will be couriered to the Runners Up at the address given at the time of notification of Runner Up Prizes for the Contest on or before 30 June 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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