

TERMS AND CONDITIONS FOR THE ACTIVITY

Feel Alive Hours @ School

A. ACCEPTANCE OF TERMS AND CONDITIONS

1. The terms and conditions ("**Terms and Conditions**") as set out below by MSM-Worldwide Factual Media Private Limited, a company incorporated under the Companies Act, 2013 with its registered address at 4th Floor, Interface Bldg. 7, Off Malad Link Road, Malad (West) Mumbai 400064 ("**MSMW**") in relation to the Activity (defined hereinafter) shall be a legally binding agreement between the Participant (defined hereinafter) and MSMW.
2. By participating in the Activity, the Participant represents and warrants that the Participant has read and understood the Terms and Conditions.

B. THE ACTIVITY AND PARTICIPATION

1. MSMW is desirous of carrying out the on-ground activity 'Feel Alive Hours @ School' wherein MSMW will be showcasing Sony BBC Earth's content and doing fun, engaging activities with the students ("**Activity**") in various schools across Mumbai, Delhi, Bangalore and Kolkata (each "**City**").
2. MSMW shall promote the Activity on its channel 'Sony BBC Earth' (HD and SD) and its various social media platform (each "**Platform**") during the period commencing from November 10, 2018 at 10:00 hours Indian Standard Time ("**IST**") and ending on January 15, 2018 at 23:59 hours IST ("**Period**") unless extended by MSMW.
3. If the viewer of the promotions is desirous of the Activity being held at a school of their choice in their City then such viewer is required to give a missed call on 9223092230 ("**IVR**"). The person calling on the IVR shall be referred to as the Participant. The Participant will receive a call back wherein he/she will be required to choose their City which will be stored as an entry by MSMW or any third party engaged by MSMW ("**Entry**").
4. In the event the Participant does not answer the call-back, then two more attempts will be made to contact the participant. If he/she still fails to answer all 3 calls, MSMW is not obligated to contact the Participant again.
5. After the Entry is duly made, the Participant shall receive an SMS (where possible) of completion – confirming that the entry has been received
6. The Participants may make multiple entries, however that would not increase the chance of the school being shortlisted for the Activity.
7. MSMW or a third party engaged by MSMW shall shortlist Participants by random selection from the Entries and call them to enquire details of the school, within 15 days after the end of the Period

8. Final school selection and execution of the Activity in the shortlisted school is subject to MSMW obtaining all necessary permissions from the school and other permissions required under law.
9. The participants whose schools have been finally selected will be informed on call by MSMW or a third party appointed by MSMW. The list of participants whose entries have been selected, will also be shared on Sony BBC Earth's official social media pages.
10. MSMW reserves its right to select and declare or not to declare the shortlisted schools for the Activity in any of the Cities, if the participation is not up to the satisfaction of MSMW. Decision of MSMW in this regard is final and no correspondence in this regard will be entertained.
11. There is no fixed number of schools that will be compulsorily chosen in each city for the activity. MSMW reserves the right to decide the number of schools where the Activity may be held for each city. If participation is not up to the satisfaction, MSMW reserves the right to decide to not conduct the Activity in such City.

C. **ELIGIBILITY OF THE PARTICIPANT FOR PARTICIPATION IN THE ACTIVITY**

1. The participation is limited to the Participants residing in the Cities only.
2. The Participant must have attained the age of 18 years.
3. MSMW reserves the right to disqualify any Participant from participating if such Participant is not in compliance with the Terms and Conditions or any other reason. The decision of MSMW in this regard shall be final and binding upon the Participant.

D. **OTHER TERMS AND CONDITIONS**

1. By participating, each Participant agrees to follow these Terms and Conditions and to be bound by any decisions made by MSMW in its sole discretion, including any interpretations of the Terms and Conditions.
2. MSMW reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Activity including the Period at any time without any prior notice. By entering into the Activity the participant agrees to such amended terms.
3. MSMW 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 in relation to the Activity.
4. MSMW assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. The Participant is responsible for accessing the IVR.
5. Participants hereby agree and consent to be contacted via mobile phone which has been registered in the record of MSMW or its agency and any such communication could be subject to the charges pursuant to the Participants wireless service provider's rate

plan. Please consult the relevant wireless service provider for more information. Participants are solely responsible for any related equipment, application, and internet access charges, if any

6. MSMW 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.
7. Mere participation does not guarantee that the Activity will be organized by MSMW in the school of the Participant's choice.
8. MSMW is not responsible for any errors or omissions in the Terms and Conditions contained herein. All information provided about the Activity is provided "As is" without warranty of any kind. MSMW makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party.
9. Under no circumstance shall MSMW 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 MSMW 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 MSMW and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Activity.
10. The Participant consent to MSMW's right to use his/her name, voice or picture, or the content of his/her Entry(ies) (collectively, the "Publicity Rights") on MSMW's social media accounts and/or its channels.
11. **Privacy Policy:** The participation requires the Participants to provide the following information only i.e. name, name of the school, city in while they reside and mobile number/ telephone number ("Personal Identifiable Information"). The Personal Identifiable Information is requested in relation to the Activity (for example, identifying entries, etc.). Personal Identifiable Information is not retained by MSMW and its agencies under any circumstances and is deleted from all of our records within thirty (30) days of completion of the Activity.
12. Providing information to MSMW is voluntary and the Participant's personal choice. By participating in the Activity, the Participant agrees to allow MSMW authorized store and use of the Participant's information and the Participant agrees to abide by the Terms and Conditions.
13. The transmission of information over the internet is not completely secure. Although MSMW strive to protect the Participant's personal data, MSMW cannot guarantee the security of the Participant's data while it is being transmitted via the internet; any transmission is at the Participant's risk and without any liability to MSMW.

14. The decisions of MSMW and its representatives shall be final and binding on all aspects of the Activity.
15. The Activity 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 Activity are subject to the jurisdiction of the Courts at Mumbai only.