

## TERMS AND CONDITIONS FOR THE ACTIVITY

### Colors of life Art Contest

#### 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 'Colors of life Art Contest' wherein MSMW will doing fun, engaging activities with the students and asking the students of classes V to IX to make art around the theme of "Feel Alive with Science, Nature & Adventure ("*Activity*") in various schools across **Mumbai, Delhi, Bangalore and Kolkata** (each "City").
2. If a student is desirous of participating in the Activity, the student shall create original art work and their parents can sent their art entries to MSMW via email - [contest@sonybbcearth.com](mailto:contest@sonybbcearth.com) ("Entry"). For the purposes of the Terms and Conditions the student making the art work and their parents shall collectively be referred to as the Participant.
3. The Entry can be made during the period commencing from 2<sup>nd</sup> November at 900 hours Indian Standard Time ("*IST*") and ending on 31<sup>st</sup> March at 2300 hours 59 mins IST ("*Period*") unless extended by MSMW.
4. 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").
5. The Participant may make multiple entries, however that would not increase the chance of the Participant winning the Activity.
6. MSMW shall at least select 10 (ten) winners from the Entries submitted by the Participants during the Period, basis the aesthetics, creativity and relevance to the theme in relation to the Entry by MSMW and/or its representatives (each "Winner") and announce the Winners within 30 days of expiration of the Period ("Announcement Date").

7. MSMW reserves its right to select and declare or not to declare the Winners if no Participant has submitted entries up to the satisfaction of MSMW. Decision of MSMW in this regard is final and no correspondence in this regard will be entertained.
8. Each Winner shall win one Exclusive Sony BBC Earth merchandise. The winning entries will be showcased on Sony BBC Earth channel. ( each "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, MSMW shall have the final decision in resolving such discrepancy.
11. MSMW does not claim ownership of any Entry that the Participant has sent via the email. By participating in the Activity, the student and his/her parent(or legal guardian) hereby grant to MSMW a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Entry that the Participant has sent via email on any mode, media, format or platform whether now existing or in the future.

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 student's parents are aware of and agree to the Terms and Conditions.
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. TERMS AND CONDITIONS TO CLAIM THE PRIZE

1. The Winners shall be contacted via email on the Announcement Date or such other date as may be notified by MSMW. If the Winner fails to confirm his/her details within 36 (thirty six) hours of the email, MSMW will not make any further attempts to contact the said Winner. In the event, successful contact with the Winner is not established that Winner shall not be considered for the Prize and MSMW may/may not choose another Winner at its sole discretion. The final Winners and the Entries may be published on official social media pages of Sony BBC Earth.
2. The Winners will have to revert to the email with their name, telephone no, postal address, e-mail address and photo ID proof within the said period of 36 hours from the announcement of the Winners via email, failing which MSMW may select another winner.
3. 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 MSMW at its sole discretion to MSMW.

4. The Prize will be sent via courier to the address provided by the Winners upon successful contact by MSMW.
5. 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 MSMW's dispatch of the Prize.
6. While accepting the Prize, the Winners may be required to sign an "indemnity and release of claims" form provided by MSMW, as the case may be, which shall release MSMW of all liability. Failure to complete and sign any documents requested by MSMW may result in disqualification and selection of an alternate Winner. All decisions of MSMW are final in this regard.
7. MSMW shall not be liable for any defect, loss, harm to the Winners while claiming 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 any implied warranty related to the Venue.
8. Each Winner can claim a Prize only once in this Activity. Any subsequent wins (if declared) will be automatically void.
9. MSMW 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. Mere participation in the Activity does not entitle the participants to win a Prize.

E. OTHER TERMS AND CONDITIONS

1. By participating in the Activity, 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. The Participant represents and warrants to MSMW 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 MSMW or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders.

3. 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.
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 MSMW 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 MSMW with respect thereto, and agree to indemnify and hold MSMW 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. 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 on the Platform and/or participate in the Activity.
6. MSMW assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. MSMW shall not be responsible for providing access to the Platform to the Participant.
7. 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.
8. MSMW 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. MSMW has the right to substitute the Prize with other prize of similar or equal value, as determined by MSMW in its sole discretion.
11. MSMW is not responsible for any errors or omissions in the Terms and Conditions contained herein. All information provided in 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 including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.

12. 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.
13. By entering into the Activity, the Winner waive all copyrights, rights of publicity and any related rights and consents to MSMW'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 MSMW's right to use his/her name, voice or picture, or the content of his/her Entry(ies) (collectively, the "Publicity Rights") on the Account, on the social media platforms of MSMW, the MSMW's channel, vchannel's website or otherwise.
15. Privacy Policy: This Activity 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 Activity (for example, identifying entries, etc.), declare and inform the winners of the Activity and deliver the Prizes. Save and except for the Winners of the Activity, 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, declaration and disbursement of gratification of the Activity. It is clarified that MSMW does not use the Personal Identifiable Information for any purpose except for processing the results of the Activity, declare and inform the Winners of the Activity and deliver the Prizes to the Winners.
16. Providing information to MSMW is voluntary and the Participant's personal choice. By participating in the Activity, the Participant agrees to allow MSMW authorized use of the Participant's information and the Participant agrees to abide by the Terms and Conditions of the Activity.
17. The transmission of information via technology 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 technology; any transmission is at the Participant's risk and without any liability to MSMW.
18. The decisions of MSMW and its representatives shall be final and binding on all aspects of the Activity.
19. 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.