

## **TERMS AND CONDITIONS FOR**

### 'Best of Earth 2018' Poll

#### **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 Poll (defined hereinafter) shall be a legally binding agreement between the Participant (defined hereinafter) and MSMW.
2. By participating in the Poll, the Participant represents and warrants that the Participant has read and understood the Terms and Conditions.

#### **B. THE POLL AND PARTICIPATION**

1. MSMW is desirous of carrying out a viewer based poll 'Best of Earth 2018' wherein MSMW will put up 20 (twenty) shows telecasted on MSMW's channel – Sony BBC Earth for voting by Participants on the microsite [www.sonybbcearth.com/BestofEarth2018](http://www.sonybbcearth.com/BestofEarth2018) (each "***Platform***"). The Participant can vote for up to 10 (ten) favorite shows as listed on the Platform ("***Poll***"). The top five (5) Shows which receive the maximum votes (each "***Show***") will telecast on Sony BBC Earth on 'Best of Earth 2018', starting from 24<sup>th</sup> December, Every Night at 19.00 hours IST in an order as determined by MSMW. While casting the vote, the Participant shall also provide the reason for their vote for a particular Show.
2. MSMW shall host the Poll during the period commencing from December 12, 2018 at 00:00 hours Indian Standard Time ("***IST***") and ending on December 21, 20 at 23:59 hours IST ("***Period***") unless extended by MSMW.
3. Each Participant vote for a maximum of 10 (ten) shows on the Platform.
4. The Participant will receive an email confirmation regarding their participation in the Poll during the Period.
5. MSMW reserves its right to select and declare or not to declare the shortlisted Shows for the Poll, 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.
6. If participation is not up to the satisfaction, MSMW reserves the right to decide to not conduct the Poll and showcase the Shows at its sole discretion.
7. MSMW does not claim ownership of any comments in relation to the Show made by the Participant on or through the Platform. By participating in the Contest, the Participant hereby grants to MSMW a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the comments that the Participant posts on or through the Platform on its or its affiliates channels, social media pages or any other platform, subject to the privacy policy and terms and conditions of the Platform.

8. By agreeing to 'receive updates from Sony BBC Earth' on the Platform while participating in the Poll, the Participant has granted MSMW the right to send newsletters, promotional mails or other marketing material, in relation to Sony BBC Earth.

C. **PARTICIPANT AND ELIGIBILITY OF THE PARTICIPANT FOR PARTICIPATION IN THE POLL**

1. Subject to the terms and conditions, any person accessing the Platform and casts their vote for the best shows on Sony BBC Earth as part of the Poll shall be hereinafter referred to as the "Participant". MSMW shall collect the name, email address and city of residence from the Participants participating in the Poll.
2. The participation is limited to the Participants residing in India only.
3. The Participant must have attained the age of 18 years.
4. 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 Poll including the Period at any time without any prior notice. By entering into the Poll 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 Poll.
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 Platform.
5. Participants hereby agree and consent to be contacted via email which has been registered in the record of MSMW or its agency and any such communication.
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 Poll 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 Poll 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 Poll.
  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 Poll (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 Poll, unless otherwise consented by the Participants expressly.
  12. Providing information to MSMW is voluntary and the Participant's personal choice. By participating in the Poll, 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 Poll.
  15. The Poll 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 Poll are subject to the jurisdiction of the Courts at Mumbai only.