

## **TERMS AND CONDITIONS**

### **A. ABOUT THE CONTEST AND HOW TO PARTICIPATE**

Win OPPO contest (hereinafter referred to as "**Contest**") is hosted by Sony Pictures Networks India Pvt. Ltd. and/or its affiliates ("**SPN**") in relation to broadcast of Australian Open 2016 on its sports channel(s) ("**Channels**") as per the terms and conditions stated hereunder ("**Terms and Conditions**"):

The Contest will be in relation to broadcast of Australian Open 2016 matches (each match an "**Event**") and shall continue from January 18, 2016 to January 31, 2016 ("**Period**"). From January 18<sup>th</sup>, 2016 to January 29<sup>th</sup>, 2016, two (2) questions shall be asked each day; whereas on 30<sup>th</sup> and 31<sup>st</sup> of January 2016, three (3) questions shall be asked each day. A question shall be notified through push-up notification during live broadcast of each match. The question will be based on trivia around players participating in Australian Open and Australian Open in general. Participants interested in participating in the Contest ("**Participants**") are required to answer the question posted during the live match using twitter handle of SONY ESPN ("**Platform**") along with the hashtag #WinOPPO ("**Entry(ies)**"). The Entries will be accepted in relation to each question from the time the applicable question goes on-air till 7pm on the same day. For Entry to be a valid entry for the purpose of this Contest, the same shall be strictly in accordance/conformity with the Terms and Conditions. A Participant may post as many Entries he/she may like but that does not increase the chances of winning in the Contest. Entries received after the above mentioned respective timeline will not be considered for the Contest.

SPN shall select one (1) Participant ("**Winner**") from the Participants providing correct answers for applicable question and the selection shall be made on a random selection basis from the list of correct Entry providers. The Winner shall be announced via the Platform and/or such additional mode of communication as deemed appropriate by SPN. Winner shall be announced on the day following the day when relevant question was asked during live broadcast. A Contest Participant stands chance of winning only once in the Contest. Any subsequent wins (if declared) will be automatically void. Each Winner will be given one (1) OPPO branded mobile phone subject to satisfaction of the Terms and Conditions ("**Prize**").

### **B. General Terms and conditions**

1. The Prize can be only availed/ sent to the Winner at such time and date as may be notified by SPN.
2. Any and all taxes and/or levies applicable under the laws of India shall be borne by the winner in relation to the Prize.
3. Incomplete and/or Entries submitted outside the scope of respective Period shall not be considered and shall be null and void.
4. SPN 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 participate in the Contest.

5. SPN reserves the right to disqualify any participant from participating in the Contest without assigning any reason. The decision of SPN in this regard shall be final and binding upon the participants.
6. SPN shall not be responsible and/or liable for securing/providing access to the Participant to the Event.
7. SPN shall be responsible and/or liable for cancellation/postponement/change in schedule of the Event.
8. The participants shall ensure that the Entri(es):
  - i. shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights; The participants shall indemnify the SPN, its officials, employees, representatives against any claim, loss, damages and liability arising as a result of infringement of third party intellectual property rights.
  - ii. is not harmful, harassing, blasphemous, defamatory, obscene, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever;
  - iii. does not harm minors in any way;
  - iv. does not violate any law for the time being in force;
  - v. does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - vi. 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;
  - vii. shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders
9. The Participant(s) represents and warrants that the Entries is an original work of the Participant and the Participant has all necessary rights, licenses, consents and permissions to use, and to authorize SPN to use, any and all copyrights, or other intellectual property rights in and to Entries in order for SPN to use the Entries on any of its platform or otherwise. The Participant specifically acknowledges and agrees that SPN shall have complete rights and title over Participant's Entr(ies) and shall be free to exploit it in any manner and on any platform it may deem appropriate for perpetuity.
10. In the event of any discrepancy as to the date and/or the time of receipt of an Entri(es), SPN shall have the final decision in resolving such discrepancy.

**C. ELIGIBILITY FOR PARTICIPATION IN THE CONTEST**

11. The Contest is open for residents of India only who access to the Website page of the channel/channel website from India IP address. For purposes of clarity, an Indian resident accessing the Website page of the channel/channel website from a foreign IP address may not be able to participate due to the contest being geo blocked outside India.

12. Non-resident Indians are not eligible for participation in the contest even if they participate by accessing to the Website page of the channel/channel website from India IP address.
13. This Contest is strictly governed by the laws of India including the Privacy Laws of India
14. The participants must have attained the age of 18 years to participate in the Contest.
15. Employees, agents and promoters (including their immediate family members) of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
16. Participants shall ensure that all their Entries shall be in compliance to usage rules of Twitter.

**D. TERMS AND CONDITIONS TO CLAIM THE PRIZE**

17. To claim the Prize, the Prize Winner must have valid proof of identity, age and address or any other document including proof of participation as may be required by SPN at its sole discretion.
18. The name of the Winner will be announced via post on the Platform or such other manner as SPN may notify. The Winner will have to send a direct message to the Platform with their Name, Telephone No, Postal Address, E-Mail Address & Photo ID Proof within a period of six (6) hours from the announcement of the Winner(s), failing which SPN may or may not select another Winner. In the event, successful contact with the winner is not established (i.e. in case the message is not delivered, the winner does not see the message and revert within six (6) hours from the time of announcement of winner(s)), that Winner shall not be considered for the Prize and SPN may/may not choose any other Winner at its sole discretion.
19. Upon receiving the mailing address within the above mentioned time, SPN shall make reasonable efforts to touch base with the Winner and attempt to coordinate the Prize delivery. However, in the event SPN fails to establish successful contact with Winner and/or is unable to coordinate the Prize delivery for any reason, SPN shall be not be responsible and/or liable to make any further attempts and/or provide alternate Prize to the Winner.
20. SPN shall not be liable for any defect and/or deficiency in the quality of the Prize and makes no representation and/or warranty regarding the Prize and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty or quality or fitness of the Prize for a particular purpose.
21. If the Event is cancelled or postponed, or for any reason SPN is unable to successfully execute the Contest, SPN shall not be responsible/liable for the same and no claim, challenge and/or action may lie against SPN for the same.
22. All costs related to the Prize (except the items indicated in the definition of Prize) shall be borne by the Winner; and SPN shall in no way be liable to the Winner to pay or reimburse any such expenses.

## **E. OTHER TERMS AND CONDITIONS**

- 23.** By participating in the Contest, each Participant/Winner agrees to follow these Terms and Conditions and to be bound by any decisions made by SPN in its sole discretion, including any interpretations of the Terms and Conditions.
- 24.** SPN 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 deadline. 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.
- 25.** SPN reserves its right to select and declare or not to declare the Winner if no contestant has submitted Entries up to the satisfaction of SPN. Decision of SPN in this regard is final and no correspondence in this regard will be entertained.
- 26.** While accepting the Prize, the Winner may be required to sign an “indemnity and release of claims” form provided by SPN, as the case may be, which shall release SPN of all liability. Failure to complete and sign any documents requested by SPN may result in disqualification and selection of an alternate Winner. All decisions of SPN are final in this regard.
- 27.** Mere participation in the Contest does not entitle the Participants to win a prize.
- 28.** The Prize will be awarded to the Winner pursuant to verification and in accordance with these Terms and Conditions.
- 29.** Any deliverable portion of Prize, if being sent to Winner by way of registered post or courier to the address provide by the Winner, all the risk and title in the Prize vests in the Winner upon SPN’s dispatch of the Prize.
- 30.** 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.
- 31.** SPN has the right to substitute the Prize with other Prize of similar or equal nature, as determined by SPN in its sole discretion.
- 32.** SPN reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest at any time without any prior notice. By entering into the Contest the Participant agrees to such amended terms.
- 33.** SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. SPN 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.

34. Under no circumstance, unless due to willful misconduct or gross negligence, shall SPN 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. 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 SPN and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
35. By entering into the Contest, the Winner waive all copyrights, rights of publicity and any related rights and consents to SPN's right to picture, tape or portray him/her as a Contest 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. The Prize Winner also consent to SPN's right to use his/her name, voice or picture, or the content of his/her Contest Entry(ies) (collectively, the "***Publicity Rights***").
36. Under no circumstance shall SPN including the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the contestant/user and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if SPN has been advised of the possibility of such damages.
37. Non-conformance by any participant and /or Winner of the Contest will result in immediate disqualification of the participant/Winner from participation or winning the Prize as the case maybe.
38. **Privacy Policy:** This Contest requires the participants to provide the following information only i.e. Name, Telephone No, Postal Address, E-Mail Address ("Personal Identifiable Information"). The Personal Identifiable Information is requested to process the results of the Contest (for example, identifying entries, etc.), declare and inform the winners of the Contest. Save and except for the winners of the Contest, Personal Identifiable Information is not retained by SPN and its agencies under any circumstances and is deleted from all of our records within forty five (45) days of completion of the Contest, declaration and disbursement of gratification of the Contest. It is clarified that SPN does not use the Personal Identifiable Information for any purpose except for processing the results of the Contest, declare and inform the Winners of the Contest.
39. Providing information to SPN is your choice. By providing any information pursuant to this Contest or otherwise, you agree to allow us authorized use of your information and you agree to abide by the Terms and Conditions of the Contest.
40. Unfortunately, the transmission of information over the Internet is not completely secure. Although we strive to protect your personal data, we cannot guarantee the security of your data while it is being transmitted to our site; any transmission is at your own risk.

- 41.** SPN reserves the right to change the Terms and Conditions of this Contest and to alter or terminate the Contest at any time.
- 42.** The decisions of SPN and its representatives shall be final and binding on all aspects of the Contest.
- 43.** The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
- 44.** Your participation in the Contest by submitting the Entries will be construed as an acceptance of the above stated Terms and Conditions.