

As on November 02, 2016

## **Terms & Conditions for “#BegBorrowStealContest” Contest**

***NO PURCHASE NECESSARY. Please read these entry terms (“Entry Terms”) before entering the ‘#BegBorrowStealContest’ (“Contest”) conducted by Genx Entertainment Limited (“Genx”). By participating in the Contest, you agree to be bound by these Entry Terms and represent that you satisfy all of the eligibility requirements set out herein below:***

### **TERMS & CONDITIONS OF ENTRY**

1. **Eligibility.** Entry to the Contest is open to persons who are residents of India, who are 18 (eighteen) years of age or above as on November 01, 2016 and who have a valid Twitter account. (“**Participants**”).
2. **Participation.** Participants may participate in the Contest by tweeting their response on Twitter, using the hashtag “**#BegBorrowStealContest**” via Participants’ respective Twitter handles in response to the contest tweet posted by Genx (“**Submission**”) on the official bindaas Twitter handle viz. <https://twitter.com/bindasstv> (“**Contest Page**”). Only one entry shall be permitted from one unique Twitter handle, during any calendar day of the Contest Period. Directors, officers and employees of Genx, or any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, sponsors of the Contest, associate vendors and immediate families of each are not eligible to enter the Contest. All applicable central, state and local laws and regulations apply. Contest void where prohibited.
3. **Undertaking.** Participant represents and warrants that: (a) Submission is original and created by Participant; (b) Submission shall not contain any material that is pornographic, obscene or discriminatory (including without limitation racial, gender or religious slurs) and/or constituting hatred statements; or statements designed to incite violence or hatred, or threats to cause bodily harm, or any illegal or unlawful content, or content that is known to be false or misleading; (c) Submission shall not contain any content that promotes commercial products and/or services of any third party; (d) other than as specifically requested in the entry mechanism of the Contest, Participant shall not post any information that identifies either Participant or any third party on the Contest Page.
4. **Contest Period.** Participation in the Contest shall be open and valid only from, November 2, 2016 till November 9, 2016 (“**Contest Period**”). Genx may alter the duration of the Contest Period at its sole and absolute discretion.
5. **Winners.** Out of all the entries to the Contest during the Contest Period, a maximum of one (1) entry shall be selected by Genx, at its sole discretion, at the end of the Contest Period (“**Winners**”). Each Winner shall be eligible to win an ‘Ossum’ hamper (“**Prize(s)**”) as determined by Genx, in its sole discretion. The names of the Winners’ Twitter handles shall be published in a tweet on the Contest Page. Winners may also be intimated via a direct message in their Twitter inbox. The Winners shall be required to furnish such information as required by Genx for the purpose of verification of identity and availing of the Prize(s). All decisions of Genx shall be final and binding and no correspondence shall be entertained in relation to any decision made by Genx in this regard. Participant agrees that Participant’s entry to the Contest is subject to, and acknowledges that such entry shall be wholly compliant and consistent with Twitter’s Terms of Service.

6. **Prize Selection.** The Prize selection for the Contest shall take place at the registered address of Genx. Genx may determine the correctness and validity of the entries of Participants in its sole discretion. Genx's decision shall be final and binding and no correspondence shall be entered into about the Contest or the judges' decision(s). It is hereby clarified that the information provided by the Participants to Genx is true and correct and needs to be submitted within the timelines as set out on the Contest Page. In the event the information provided by the Participant is found to be untrue or false, Genx shall have all rights to reject the entry, at their sole discretion.
7. **Restrictions and Exclusions for Prize.** The Prize is non-transferable and shall not be exchanged for cash. Prize(s) returned as undelivered or otherwise not claimed/availed within 7 (seven) days after delivery of notification shall be forfeited and may be awarded to an alternative Participant. Genx reserves the right to substitute the Prize(s). The Prize(s) shall be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). In the event the Winners do not accept or agree to these Entry Terms, the Prize shall remain with Genx, and Genx, in its sole discretion may offer such Prize(s) to an alternative Participant.
8. **Taxes.** All central, state and local taxes associated with the receipt or use of any Prize stated hereinabove are the sole responsibility of the Winners.
9. **Participants Information.** At your option, you hereby authorize and consent to the use of your personal or sensitive personal information ("**Data**") by Genx including its affiliates, agents, advisors or subcontractors ("**Authorized Entities**"), for such lawful purposes as may be deemed necessary including for, distribution of any Prize to the Winners, if applicable, pursuant to these Terms & Conditions. You understand and acknowledge that (i) the Data is your personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) you have voluntarily and at your option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to these Terms & Conditions; and (iii) the Data shall or may be transferred by the Authorized Entities including its affiliates, agents or subcontractors, for such lawful purposes as may be deemed necessary pursuant to these Terms & Conditions. The use of the Data by Genx shall be governed by the provisions of the global privacy policy including its addendum as applicable to Indian residents, available at [www.bindass.com](http://www.bindass.com). You agree and accept to be bound by the terms thereof.
10. **Disclaimer.** Genx, Twitter, Inc. ("**Twitter**") or any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Genx; or (d) any printing or typographical errors in any materials associated with the Contest.
11. **General Release.** By entering the Contest, Participants indemnify Genx, Twitter, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest. Participant understands that this Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter.
12. **Use of Winners' Name, Likeness, etc.** Except where prohibited by law, entry into the Contest constitutes permission to use Winners' name, address, likeness and/or Prize information, without limitation, for promotional purposes without further permission or compensation. As a condition

of being awarded any prize, except where prohibited by law, winners may be required to execute consent to the use of their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.

13. **Affidavit & Release.** As a condition of being awarded any prize, the Winners may be required to execute and deliver to Genx a signed affidavit of eligibility and acceptance of these Terms & Conditions and release of liability.
14. **Termination/Suspension.** Genx has the sole right to suspend, postpone, cease, close or terminate this Contest at any given point of time at its sole option and discretion.
15. **Miscellaneous.** The Contest and these Terms & Conditions shall be governed, construed and interpreted under the laws of India. Participants agree to be bound by these Terms & Conditions and by the decisions of Genx, which are final and binding in all respects. Genx reserves the right to change these Terms & Conditions at any time, in its sole discretion, and to suspend or cancel the Contest or any Participant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Genx's control affect the administration, security or proper play of the Contest or Genx otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Participants who violate these Terms & Conditions, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Genx, the Contest or any other Participant (in each case as determined in Genx's sole discretion) are subject to disqualification from entry into the Contest. Genx reserves the right to exclude Participants whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest.
16. **Dispute Resolution.** These Terms & Conditions (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Terms & Conditions) shall be governed by, and construed in accordance with, the laws of India and shall be subject the exclusive jurisdiction of the courts of Mumbai.
17. For any queries on the terms of this Contest, please reach out to us at: [india.corpcomm@disney.in](mailto:india.corpcomm@disney.in)
18. None of the above paragraphs limits any other.