

Discovery Watch And Win Contest, 2020 - Terms and Conditions

Important:

Please read these Terms & Conditions before entering the Discovery Watch and Win Contest (the "Contest") to be hosted by Tata Sky Limited ("Tata Sky") and conducted by Discovery Communications India ("Organizer") for Tata Sky Subscribers who have an active account status in relation to Tata Sky's DTH services ("Eligible Subscriber").

Participation in the Contest is purely voluntary and at the sole discretion of the Eligible Subscriber participating in the Contest. By participating in the Contest, you agree to be bound by these Terms & Conditions including any amendments and modifications hereto, subject to the terms and conditions of the Social Media Platforms governing the Contest or participation of Participants, and represent that you satisfy all of the eligibility requirements set out herein below.

A. CONTEST INFORMATION:

1. These Terms and Conditions govern the conduct of this Discovery Watch And Win Contest, 2020 ("Contest") which is brought to you by Discovery Communications India ("Organizer").

2. **Who can participate:**

This Contest is open to all Eligible Subscribers with an active account status, who are Indian citizens of 18 years of age or above at the time of participating in the Contest, residing in India, ("Participants"), except the following persons who shall not be entitled to participate in this Contest:

- (a) Organizer's and Tata Sky's employees and the family members of the employees, associate/group companies;
- (b) Organizer's and Tata Sky's advertising and promotional agencies, its auditors, executing agencies, business partners and their associate companies;
- (c) any person who is a minor;
- (d) any person with criminal convictions or persons who are ineligible to participate in the Contest;
- (e) residents of the state of Tamil Nadu;
- (f) any person who is bound by any contract or agreement that would not permit them from participating in the Contest.

3. Participants can participate in this Content via Tata Sky Mobile App only.
4. By participating in this Contest, the Participants agree to completely release Facebook, Twitter and YouTube of any liabilities, acknowledge that the Contest is no way sponsored, endorsed or administered by, or associated with Facebook, Twitter & YouTube and acknowledge that they

are providing information to the Organizer and not to Facebook, Twitter and YouTube.

5. Contest Period:

This Contest will be open for the period starting on Monday, 20th July 2020 at 08:00 pm and ending on Tuesday, 21st July, 2020 at 08:00pm ("Contest Period"). The Contest will run on Organizer's television show namely '**COVID- 19: India's War Against The Virus**' ("**Show**") which will air on Discovery Channel and Discovery HD ("Channels") on Monday 20th July 2020 at 08:00 pm.

6. Steps to participate:

No Purchase is required to participate in this Contest. Participation is voluntary. To participate in the Contest, the Participants are required to follow the below instructions:

- a. Login to Tata Sky Mobile App ("App") with Subscriber ID/Registered Mobile Number (RMN) during the Contest Period;
- b. During the Contest Period, the App will showcase 5 questions related to the Show;
- c. Every question will have four options (1 correct & 3 incorrect);
- d. To answer the questions, the Participants will have to watch the Show between 08:00 pm to 9:00 pm and select the correct answer on the App ("Entries");
- e. Participants are required to send their Entries during the Contest Period;
- f. Organizer will select 5 (Five) winners out of all the Participants through a random number generation method using a computer ("Computerized Draw") during the Contest Period ("Winner(s)");
- g. This Contest will be promoted by the Organizer on Discovery Channel India's Facebook page (<https://www.facebook.com/DiscoveryChannelIndiaOfficial>), Instagram page (<https://www.instagram.com/discoverychannelin>) and Twitter handle (<https://twitter.com/DiscoveryIN>) ("Social Media Handles").

7. Winner & Gift:

Within fourteen (14) days from the end of the Contest Period i.e. 3rd August,2020, Winners will be declared by the Organizer. Organizer will contact the Winners on their Registered Mobile Number ("RMN") to collect their email ID and to intimate them about the result. Each Winner will win online voucher worth Rs. 5,000/- (Rs. Five Thousand Only) ("Gift"). Organizer reserves the right to decide or change the value or any related thing to the Gift.

B. SPECIAL TERMS AND CONDITIONS:

1. Entries submitted in any manner other than specified in the Contest announcement above will be automatically disqualified.
2. A Participant is not allowed to send multiple Entries for the same question. Participants indulging in any malpractice, or using fake identity/numbers to send Entries will be automatically disqualified. The decision of the Organizer and Tata Sky in this regard shall be final and binding.

3. The Participant may have access to certain materials or literary, audio, audio visual or other forms of content (“Proprietary Material”) made available by the Organizer as part of the Contest or otherwise on its Social Media Handles. The Participants acknowledge that the Proprietary Material is owned and/or controlled by Organizer and/or its respective licensors (where applicable) and is protected by intellectual property laws. Organizer only grants the Participants a limited, non-exclusive, non-transferable license to use the Proprietary Material only for the permitted purpose. Use of the Proprietary Material does not grant the Participant any right or license in or to the Proprietary Material or any portion thereof.
4. Each Participant undertakes and agrees:
 - (a) to use the Proprietary Material strictly during the Contest Period only for personal, non-commercial purposes and for no other purpose or in any other manner;
 - (b) not to make copies, give, sell, resell, loan, rent, offer, broadcast, send, distribute, transfer, communicate to the public, reproduce, make derivative copies of, modify, display, perform, commercially exploit or make the Proprietary Material available (in whole or in part) to a third party unless otherwise authorized in these Terms and Conditions;
 - (c) not to use any automated systems or means, except for the web link provided by Organizer, for downloading / accessing the Proprietary Material;
 - (d) not to remove, circumvent, reverse engineer, decrypt, or otherwise alter or interfere with any applicable usage rules or attempt to circumvent digital rights management or copy protection features associated with the Proprietary Material or any other technologies used to control the access to or use of the Proprietary Material or its identifying information;
 - (e) not to Claim to be the owner, composer, or author of any of the software and Proprietary Material received from Organizer as part of the Contest.
5. The distribution of Gifts shall be at the sole discretion of the Organizer. Organizer may substitute or change Gift offered under Contest at any time without prior notice, and the Participants/Winners shall not be entitled to claim any damages or any kind of monies from Organizer or Tata Sky. All decisions made by Tata Sky and Organizer in connection with the aforesaid Contest shall be final and binding on the Participants/Winners. Participants acknowledge that they will not receive any compensation, benefits etc. except as mentioned herein and hereby release Organizer and Tata Sky and its agent and assigns from any and all claims which may arise out of or are in any way connected with the Contest. Participants/Winners may not substitute Gift for other items or exchange for cash. Gift shall be non-transferable, non-exchangeable, not for resale.
6. Participants hereby authorizes Organizer and Tata Sky to communicate with him/her from time to time through telecommunication, SMS, email etc. about the matters connected with the Contest.

7. Participants agree to do any and all acts and execute any and all documents in such manner and at such location as may be required by Organizer or Tata Sky.
8. The Organizer will contact the Winners by sending direct messages/calls on their RMN which is registered with Tata Sky.
9. By participating in Contest, each Participant agrees that Participant's name, address, telephone numbers, e-mail identities or any other information that is provided by the Participant ("Personal Information") is being collected by 'Tata Sky Limited'. Tata Sky shall have the right to share the Participants' Personal Information with Organizer for the purposes of informing/contacting the winners or any other purpose related to the Contest, and the Participants shall not in any way hold Organizer or Tata Sky responsible for the use of such information by Organizer or Tata Sky. Personal Information collected by Tata Sky Limited will be subject to privacy policy of Tata Sky Limited provided on <https://www.tatasky.com/dth/privacy-policy>.
10. Organizer will send the Gift on the email addresses provided by the Winners within Sixty (60) days from the date of announcing Winners.
11. Winners shall be responsible for coordinating with Organizer in connection with the delivery of Gift. The Organizer shall not be liable to send the Gifts in case it is unable to contact any Winner despite making reasonable efforts or in case the Winner fails to revert to the Organizer to claim his Gift within a reasonable period of time. The Winners also agree that they will not dispute the value of the Gift so offered under this Contest. If the Winner refuses to accept the Gift offered, neither Organizer nor Tata Sky shall be responsible for the same and Organizer and Tata Sky both shall be completely released from any and all obligations towards the winners in connection with the Gift won by such winner. In any such event, the Organizer shall in its sole and absolute discretion be entitled to select an alternate Winner and transfer the Gift to such winner so selected.
12. Organizer shall not be liable for any loss/non-delivery of Gift due to incorrect email address or any other incorrect information provided by the Winner.
13. Organizer and Tata Sky shall not be responsible for any cost, expense or other liability whatsoever in relation to, arising from or connected with Gift or its quality. Organizer makes no representation as to the quality, suitability or merchantability; and extends no guarantee or warranty relating to Gift. Organizer and Tata Sky shall not be responsible for any injury (including death), mental trauma, loss, damage or other consequence whatsoever arising from, suffered or incurred by Winners from or in relation to Gift. Organizer and Tata Sky assumes no responsibility for non-receipt of Gift by the Winner(s) or for any damage, loss, injury or disappointment suffered by any Participant/Winner participating in Contest or as a result of accepting any Gift.
14. The Gift images used in the Contest advertisements / promotional materials are only illustrative in nature and the actual Gift may differ from the illustrative image.
15. Participants shall be solely responsible for any costs and expenses incurred towards internet connection charges, e-mail transmission charges, data transfer (send/receive) charges, mobile connection charges or other incidental costs or expenses as may be applicable, inclusive or

exclusive of any other service charges, applicable taxes, levies, duties, etc. depending upon the service provider.

16. Mere participation in the Contest does not entitle the Participant to receive a Gift.
17. Organizer and Tata Sky assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line-failure, destruction, unauthorized access to, or alteration of Entries. Organizer and Tata Sky and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for: (a) any problems or technical malfunction of any telephone, telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, hardware or other computer or communication related malfunctions; (b) any late, lost, misrouted, garbled, distorted, or damaged transmission of Entries or failure of any entry to be received by Organizer or Tata Sky on account of any technical problems or traffic congestion on telecommunication service provider's network / system, the Internet or at any web site, or any combination of them, including any injury or damage to any Participant's or any other person's computer related to or resulting from participation or downloading any content or material for Contest; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Organizer or Tata Sky; (d) any printing or typographical errors in any materials associated with the Contest. Any dispute in connection to the same shall be settled between the Participant and the service provider without involving Organizer or Tata Sky.
18. Organizer does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission or the Entry of a Participants at any stage of the Contest.
19. Organizer and Tata Sky reserves the right to modify, amend or alter the rules governing the Contest in its sole discretion without giving any prior notice. Organizer and Tata Sky also reserves the right to modify, cancel, extend and/or discontinue the Contest or any part thereof at any stage without assigning any reason and without giving any prior notice and without any liability.

C. GENERAL TERMS AND CONTIONS

1. The Participant agree to abide to all the laws of India, and shall indemnify and hold harmless Organizer and Tata Sky and its group companies/officials/directors/sister concerns/parent company or its affiliate from any loss that may occur to Organizer or Tata Sky or any liability/damage/cost/cost of litigation/cost of attorney/third party liabilities/claims resulting due to non-adherence to these terms and conditions.
2. Organizer and Tata Sky is not liable for the damages/ loss that the Participant may suffer to his/ her device or Instrument or Cell Phone or otherwise any loss/ damages arising out of his/ her participation in this Contest or loss of content of Contest of any Participants.

3. Organizer and Tata Sky will not be responsible for any loss or damage caused to the Participants if the Contest is cancelled and/or withdrawn by Organizer or if the Participants are not able to participate or the winner is unable to avail the benefits of the Gift due to any reason whatsoever, including due to a Force Majeure Event, including without limitation, for reasons beyond the reasonable control of Organizer and Tata Sky such as war, natural calamities, epidemics, pandemics, floods, failure of telecommunication network, etc. The Participants agree that if due to any reason, whatsoever, beyond the control of Organizer and Tata Sky, the Gift and/or anything relating to the Gift and/or the enjoyment of the Gift and/or anything included in the Gift becomes ineffective or invalid, neither Organizer nor Tata Sky shall be held responsible for the same.
4. Any and all taxes and/or levies if applicable under the laws of India shall be borne by the Winner in relation to the Gift.
5. Further, by participation in the Contest shall be construed that the Participant has waived her/his right to file in person and/or through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum against Organizer or Tata Sky to claim any damages or reliefs or otherwise in relation to this Contest.
6. In addition to the Terms and Conditions stated here, Participants shall be bound by the terms and conditions stipulated in the Subscription Contract, and such other documents, all found on the Tata Sky website - www.tatasky.com. The documents referred above will be collectively referred herein as 'Subscription Contract'.
7. The database of mobile numbers/email IDs can be used by Tata Sky and Organizer in future for any lawful purpose as deemed fit by Tata Sky and Organizer and Participants unequivocally agree and consent for the same.
8. The Participants and/or any person through the Participants shall waive any and all right that such an individual may have to claim ambiguity in these terms and conditions and agrees to release, indemnify and hold harmless Organizer and Tata Sky and its respective affiliates, advertising and promotion agencies, and its respective agents, partners, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from Participants participating in this Contest.
9. The participation of the Participants in the Contest shall mean that the Participant has read, understood, accepted and agrees to abide with all the rules including the general rules of the Contest.
10. In no event shall the Organizer or Tata Sky be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Gift; (b) unauthorized access to or alteration of the transmissions or data; (c) any other matter relating to the Gift offered; including, without limitation, damages for loss of use, data

or profits, arising out of or in any way connected with the use or performance of the Gift or third party merchant website, goods or services availed therefrom. The Participant shall also be governed by the terms & conditions of the Organizers may be available on their website.

11. General Release. By entering the Contest, Participant agrees to indemnify Organizer and Tata Sky, its licensors/participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "Indemnified Parties") 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 or delivery, wrong delivery, acceptance, possession, use of or inability to use any Gift (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
12. The Participants unconditionally agrees that he/she shall not: do anything which violates any of these terms and condition; make any misrepresentation; do anything that does not comply with generally accepted internet etiquette including (without limitation); post material that infringes copyright/ trade mark / intellectual property rights of Organizer or Tata Sky or any third party; post information that he/ she knows to be confidential or sensitive or otherwise in breach of the law.
13. Organizer and Tata Sky shall not be responsible for printing or typographical errors in any promotional materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, including inability to access the Tata Sky website or process any transaction thereon.
14. In the event of any inconsistency between the Subscription Contract and these terms and conditions, in so far as this Contest is concerned the later shall prevail.
15. Headings used herein are for convenience only and do not affect the interpretation of this Offer.
16. Any disputes, differences or questions, which may arise at any time hereafter between Tata Sky and the Participant (individually referred to as 'Party', and collectively as 'Parties'), touching the true construction of this terms and condition or performance of the obligations or enforcing any rights and/or liabilities of the Parties hereunder, shall be first amicably resolved between the Parties within 30 (thirty) days from the date on which such dispute was raised by a Party and communicated to the other Party in writing failing which the dispute shall be referred to a sole arbitrator of the Indian Council of Arbitration (ICA). The arbitration shall be conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended or any statutory modifications or re-enactment thereof for the time being in force. The venue of such arbitration

shall be at Mumbai and the Courts at Mumbai alone shall have exclusive jurisdiction to deal with the arbitration proceedings and the awards in accordance with law. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrators shall be final and binding upon the Parties.

17. Subject to the arbitration clause, these terms and conditions shall be construed and governed by the laws of India and the Organizer, Tata Sky and Participants/Winners agree to submit to the sole and exclusive jurisdiction of the courts of Mumbai.

END OF TERMS AND CONDITIONS