

#KeepExploring With #GoProDiscovery Contest, 2020 - Terms and Conditions

Please read these Terms & Conditions before entering the #KeepExploring With #GoProDiscovery Contest, 2020 ("Contest") organized and conducted by Discovery Communications India ("Organizer") in partnership with GoPro Inc. ("GoPro").

1. This Contest is open to all Indian citizens of 18 years of age or above residing in India ("Participants"), except the employees and the family members of the employees. Organizer associate/group companies, its advertising and promotional agencies, executing agencies, business partners and their associate companies. Minors are not allowed to participate in this Contest.

2. By participating in this Contest, the Participants agree to completely release Facebook, Twitter and Instagram 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 Instagram ("Social Media Platforms")

3. By participating in the Contest, Participants accept and agree to be bound by these Terms and Conditions, including any amendments and modifications hereto. Participants also specifically agree to be bound by and subject to the terms and conditions of the Social Media Platforms governing the Contest or participation of Participants.

4. No Purchase is required to participate in this Contest. Participation is voluntary.

5. This Contest will be open for the period starting from 18th December 2020 at 12:00 pm and ending on 31st December 2020 at 11:59 pm ("Contest Period"). The Contest will run on Organizer's social media handles, namely Facebook, Twitter and Instagram.

6. To participate in the Contest, the Participants are required to follow the instructions as communicated in the Contest announcement by the Organizer herein below:

- a. To participate in the Contest, Participants are required to make an adventure/travel video of 1-2 minutes, if possible, by featuring themselves and shall upload that video on their Facebook, Twitter or Instagram handles ("Social Media Handles") ("Entry");
- b. Participants must tag the correct pages of 'Discovery Channel India' and 'GoPro India' while uploading their Entry on any of the Social Media Handles;
- c. Participants shall hashtag #KeepExploring and #GoProDiscovery while uploading their Entries;
- d. Organizer will select 3 (three) best Entries as winners from all the Entries received by the Organizer in accordance with this Terms and Conditions ("Winners").
- e. Organizer will announce winners within 20 days from the end of the Contest Period i.e on 20th January 2020 on Organizer's official Facebook page, Twitter handle, Instagram page ("Organizer Social Media Handles").
- f. This contest will be promoted by the organizer on Discovery Channel India's Facebook (<https://www.facebook.com/DiscoveryChannelIndiaOfficial>), Instagram (<https://www.instagram.com/discoverychannelin>) and YouTube page (<https://www.youtube.com/user/DiscoveryChannelInd>).

7. Entries submitted in any manner other than specified in the Contest announcement above will be automatically disqualified.

8. A Participant is not allowed to send multiple Entries. Participants using fake identities to participate will be automatically disqualified. The decision of the Organizer in this regard shall be final and binding.

09. 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.

10. Each Participant undertakes and agrees:

(i) 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;

(ii) 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;

(iii) not to use any automated systems or means, except for the web link provided by Organizer, for downloading / accessing the Proprietary Material;

(iv) 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;

(v) 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.

11. Winners will stand a chance to receive a GoPro HERO9 Black Camera, a Swag Bag with GoPro and Discovery Merchandise ("Gifts").

12. The Organizer will directly contact the Winners by sending direct messages on Social Media Handles to take their Personal Information (defined below). Organizer has the right to share the Personal Information with GoPro in order to execute the process to deliver the gifts to the Winners.

13. Gifts will be dispatched by GoPro through courier to the addresses specified by the Winners within Sixty (60) days from the date of announcing the Winners by the Organizer. The Organizer in any manner is not responsible to dispatch/deliver the Gifts. In case GoPro is unable to contact any Winner despite making reasonable efforts or in case the Winner fails to revert to claim his Gift within a reasonable period of time. In such an event, the Organizer shall in its sole and absolute discretion will be entitled to select an alternate Winner.

14. GoPro will be solely liable to dispatch and deliver the Gifts to the Winners. Organizer and GoPro reserve the right to decide or change the value or any related thing to the Gift. Organizer and GoPro shall not be liable for any damage/loss/non-delivery of Gift due to incorrect address or any other incorrect information provided by the Winner.

15. Organizer shall not be liable to dispatch or deliver the Gifts. GoPro shall be responsible to undertake the procurement and delivery process of Gifts. In case if any Winner do not receive the Gifts, he/she shall directly approach GoPro.

16. Participants agree that Organizer shall not be responsible or liable for any problems that Participants may face while using the Gift, and any query/disputes/complaints/grievances in relation to the usage of the Gift should be taken up with and settled with GoPro directly.

17. By entering the Contest, Participant agrees to indemnify Organizer and Go Pro, 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

18. In no event shall the Organizer 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 Organizer and GoPro as may be available on their respective websites.

19. The distribution of Gifts shall be at the sole discretion of the GoPro India. GoPro India may substitute or change Gift offered under Contest at any time without notice. Participants/Winners may not substitute Gift for other items or exchange for cash. Gift shall be non-transferable and non-exchangeable.

20. The Organizer will contact the Winners by sending direct messages/calls on their phone numbers from which the Winners participated in the Contest. The Organizer may require the Winners to furnish further information viz., contact address, identity proof, pan card details, phone number, etc. Identification considered suitable for verification and subsequent dispatch of Gifts is at the sole discretion of GoPro India.

21. 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") may be shared by Organizer with others associated with and/or assisting in organizing and administering of the Contest, and to send to the Participants contest information pertaining to the Organizer, in the future. Your Personal Information will be subject to Privacy Policy of DCIN provided on <http://www.discoverychannel.co.in/privacy-policy/>.

22. The cost of delivery of the Gift will be borne by GoPro India. All taxes, levies and duties due and owing under applicable and statutory laws in connection with all Gifts, if any, are the sole responsibility of the Winners.

23. Organizer and GoPro India shall not be liable for any damage/loss/non-delivery of Gift due to incorrect address or any other incorrect information provided by the Winner.

24. Organizer and GoPro India 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 and GoPro India make no representation as to the quality, suitability or merchantability; and extends no guarantee or warranty relating to Gift. Organizer and GoPro India shall not be responsible for any injury (including death), loss, damage or other consequence whatsoever arising from, suffered or incurred by Winners from or in relation to Gift. Organizer and GoPro India 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.

25. 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.

26. 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.

27. Mere participation in the Contest does not entitle the Participant to receive a Gift.

28. The database of mobile numbers/email IDs of the Participants can be used by Organizer in future for any lawful purpose as deemed fit by the Organizer and Participants unequivocally agree and consent for the same

29. Organizer 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 shall not be responsible for any problems or technical malfunction of any telephone, telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by Organizer 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.

30. To the extent permitted by applicable law, each Participant, by entering the Contest, expressly discharges and releases Organizer and GoPro India from any claim, action or demand arising out of or in connection with the Contest or their Gift. Notwithstanding anything contained herein, the aggregate liability of the Organizer and GoPro India to a Participant for any reason whatsoever shall not exceed the value of one Gift.

31. 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.

32. Organizer reserves the right to modify, amend or alter the rules governing the Contest in its sole discretion without giving any prior notice. The updated Terms and Conditions governing the Contest will be published by Organizer at the same web link where the original Terms and Conditions are published. Organizer 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.

33. Regardless of location of Participant/Winner, all activities in relation to Contest, these Rules, Terms and Conditions of Contest and any disputes arising from or in relation to Contest or to participation in Contest or interpretation of these terms shall be governed exclusively by the laws of India (including tax laws, rules and regulations as may be applicable from time-to-time). Each Participant agrees to submit to the exclusive jurisdiction of the Courts of law at Delhi.

END OF TERMS AND CONDITIONS