

## Mother's Day - #BeAMom 2019 Terms and Conditions

1. These terms and conditions ("**Terms and Conditions**") govern the conduct of the campaign namely *Mother's Day - #BeAMom 2019* ("**Campaign**") which is pertaining to adoption of a pet ("**Adoption**"). The Campaign is being organized by Discovery Communications India ("**DCIN**") in collaboration with a non- governmental organization named World For All Foundation ("**NGO**") wherein DCIN will be responsible for organizing the Campaign on its website [www.animalplanet.in/BeAMom](http://www.animalplanet.in/BeAMom) ("**Website**") and for promoting the same on various platforms, and the NGO will be responsible for the entire selection process of the Adoptive Parent (defined below).
2. This Campaign is open to all Indian citizens of any age/gender/from any location etc. ("**Applicant**"). Minors are allowed to register in this Campaign, however, a permission letter duly signed by their Parent/Guardian shall be required to furnish by them at the time of meeting at the NGO office premises.
3. No purchase is required to apply for adoption in this Campaign. Registration by any Applicant is voluntary.
4. This Campaign will be promoted by DCIN on various platforms such as Discovery Network channels, it's YouTube account and Animal Planet's social media handles such as Animal Planet Facebook page, (<https://www.facebook.com/AnimalPlanetIndia/>), Animal Planet Instagram page (<https://www.instagram.com/animalplanetindia/>) and Animal Planet Twitter handle (<https://twitter.com/AnimalPlanetIn>).
5. By applying for Adoption through the Campaign, the Applicant agrees to completely release Facebook, Twitter, YouTube and Instagram of any liabilities, acknowledge that the Campaign is no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, YouTube & Instagram and acknowledge that they are providing information to DCIN and NGO and not to Facebook, Twitter, YouTube and Instagram.
6. By applying for Adoption through the Campaign, Applicant accept and agree to be bound by these Terms and Conditions, including any amendments and modifications hereto. Applicant also specifically agree to be bound by and subject to the terms and conditions of Facebook, Twitter, Youtube and Instagram governing the Campaign of registration of the Applicant in the Campaign.
7. These Terms and Conditions will be binding on each Applicant who voluntarily applies for Adoption of any pet featured on the Website as per the terms contained herein.
8. This Campaign will be open for the period starting from 9<sup>th</sup> May, 2019 and ending on 31<sup>st</sup> May, 2019 ('**Campaign Period**'). The Campaign will run during the Campaign Period in the territory of India only.

9. To register in the Campaign, the Applicant is required to follow the instructions as communicated in the Campaign announcement by DCIN herein below:
  - a. The Website will have details of all the pets available for adoption. Applicant shall select the pet from the Website that the Applicant intends to adopt and submit all the required details in the Adoption Form (defined below) available on the Website for the said purpose.
  - b. Applicant will be required to fill up the form and furnish details like name, age, occupation, location, choice of pet, if they had pet earlier, email id etc. ("**Adoption Form**"). After submitting the Adoption Form, the Applicant will receive an automatic thank-you email for showing their interest in Adoption.
  - c. DCIN will share all the Adoption Forms with the NGO for finalizing the Adoptive Parent (defined below). NGO will evaluate all the Adoption Form received by applications for various pets on the basis of the details provided by the Applicant in the Adoption Form. Once the evaluation process is complete, NGO, in its sole discretion will shortlist the Applicants to select the adoptive parent of each pet ("**Adoptive Parent**").
  - d. NGO will get in touch with the shortlisted Applicants and thereafter, all such Applicants will be required to come to NGO's office for further interview and discussion.
  - e. Once NGO is satisfied with interview, the NGO will finalize the Adoptive Parent at its sole discretion and Adoption process will be completed by the NGO thereafter.
10. Entries submitted in any manner other than specified in the Campaign announcement above will be automatically disqualified.
11. Applicants using fake handles to send entries will be automatically disqualified. The decision of DCIN in this regard shall be final and binding.
12. By registering in the Campaign, each Applicant agrees that its name, address, telephone numbers, e-mail identities or any other information that is provided by the Applicant ("**Personal Information**") may be shared by DCIN with the NGO and others associated with and/or assisting in organizing and administering of the Campaign, and to send to the Applicants, Campaign related information. Personal Information will be subject to Privacy Policy of DCIN provided on <http://www.discoverychannel.co.in/privacy-policy/>.
13. DCIN is not be involved in any manner, whatsoever, in selection process of the Adoptive Parent. DCIN is only responsible organizing the Campaign on the Website and for marketing and promotion the same. NGO will be solely responsible for the entire selection process (including but not limited to evaluation of the Adoption Form, setting up meetings with the Applicants at NGO's office, finalizing the Adoptive Parent and completing the process of Adoption) at its own cost.
14. The Applicant may have access to certain materials or literary, audio, audio visual or other forms of content ("**Proprietary Material**") made available by the DCIN as part of the Campaign or otherwise on its Facebook, YouTube, Twitter or Instagram page. The Applicants acknowledge that the Proprietary Material is owned and/or controlled by DCIN and/or its respective licensors (where applicable) and is protected by intellectual property laws. DCIN only grants the Applicant 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 Applicant any right or license in or to the Proprietary Material or any portion thereof.

15. Each Applicant undertakes and agrees:
- (i) to use the Proprietary Material 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 DCIN, 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 DCIN as part of the Campaign.
16. Applicant hereby acknowledge that DCIN is not connected in administration, proprietorship and/or otherwise controls or is associated in any manner with the NGO. DCIN is carrying out a Campaign for good cause and to connect its viewers with the NGO for the purpose of adoption.
17. DCIN reserves the right to modify, amend or alter the Terms and Condition governing the Campaign in its sole discretion without giving any prior notice. The updated Terms and Conditions governing the Campaign will be published by DCIN at the same web link where the original Terms and Conditions are published. DCIN also reserves the right to modify, cancel, extend and/or discontinue the Campaign or any part thereof at any stage without assigning any reason and without giving any prior notice and without any liability.
18. DCIN/ NGO may require the Applicant to furnish further information viz., contact address, identity proof, pan card details, phone number, etc. identification considered suitable for verification.
19. DCIN and/ or NGO shall not be liable to in case it is unable to contact any Applicant despite making reasonable efforts or in case the Applicant fails to revert to DCIN/ NGO with respect to the Adoption. In such an event, NGO shall in its sole and absolute discretion be entitled to not consider the Adoption Form of such Applicant.
20. Applicant 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, or any other charges/cost for completing the adoption process inclusive or exclusive of any other service charges, applicable taxes, levies, duties, etc. depending upon the service provider.

21. Mere registration in the Campaign does not entitle the Applicant for Adoption.
22. DCIN 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 received through Adoption Form. DCIN 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 submission of Application Form to be received by DCIN 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 Applicant's or any other person's computer related to or resulting from registration or downloading any content or material for Campaign.
23. To the extent permitted by applicable law, each Applicant, by registering in the Campaign, expressly discharges and releases DCIN from any claim, action or demand arising out of or in connection with the Campaign. DCIN shall not be responsible for any cost, expense or other liability whatsoever in relation to, arising from or connected to the Campaign.
24. DCIN does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Applicants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission or the Application form of an Applicant at any stage of the Campaign. DCIN shall not be liable in any manner whatsoever in the event that the NGO do not select an Applicant or rejects it's Adoption Form at its own discretion.
25. Notwithstanding anything contained herein, DCIN is in no manner whatsoever responsible and shall not be held liable in any manner whatsoever, for any injury, mental trauma, losses, liabilities, claims, and damages caused to any Applicant in connection with the Campaign. Applicant hereby agree to hold harmless DCIN, its employees, officers, directors and representatives from and against any injury, damage, claims, harm, loss, death, mental or emotional trauma suffered by any the Applicant, in any manner whatsoever in connection with the Campaign, and waives all rights and remedies to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any court or forum in or outside India to claim any damages or reliefs, to the extent permissible under law.
26. Regardless of location of the Applicant, all activities in relation to Campaign, these Terms and Conditions of Campaign and any disputes arising from or in relation to Campaign or to registration in the Campaign or interpretation of these Terms and Conditions shall be governed exclusively by the laws of India (including tax laws, rules and regulations as may be applicable from time-to-time). The courts of New Delhi shall have an exclusive jurisdiction to entertain all disputes arising out of this Campaign.

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