

#VDayWithAP Contest, 2020 - Terms and Conditions

1. These Terms and Conditions govern the conduct of this #VDayWithAP Contest, 2021 ("Contest") which is brought to you by Discovery Communications India ("Organizer").
2. This Contest is open to all Indian citizens of 18 years of age or above residing in India ("Participant"), except the employees and the family members of the Organizer, its associate/group companies, its advertising and promotional agencies, its auditors, executing agencies, business partners and their associate companies. Minors are not allowed to participate in this Contest.
3. 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 & Instagram and acknowledge that they are providing information to the Organizer and not to Facebook, Twitter and Instagram.
4. 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 Facebook, Twitter and Instagram governing the Contest or participation of Participants.
5. No Purchase is required to participate in this Contest. Participation is voluntary.
6. This Contest will be open for the period starting from Monday at 12:00 Noon on 8th February, 2021 and ending on Sunday, at 11:59 PM on 14th February, 2021 ('Contest Period') in India only.
7. To participate in the Contest, the Participant needs to follow the instructions as communicated in the Contest announcement by the Organizer herein below:
 - a. Organizer will post a picture/image of animal on its Instagram handle during the Contest Period.
 - b. Participants are required to take a screenshot of the picture/image shared on the Organizer's Instagram page and create the funniest meme out of it showcasing wildlife celebrating V-day;
 - c. Participant shall upload the meme on his/her Instagram handle with mandatory use of the hashtag #VDayWithAP;
 - d. Participant shall Tag @animalplanetindia while uploading the meme;
 - e. This Contest will be promoted on Animal Planet India Facebook page (www.facebook.com/AnimalPlanetIndia/), Animal Planet India Twitter page (<https://twitter.com/AnimalPlanetIn>) and Animal Planet India Instagram page (<https://www.instagram.com/animalplanetindia/>);
 - f. This contest will run only on Instagram;
 - g. The Organizer has the right to repost memes only if they deem fit/interesting.
 - h. 1 meme which will get the maximum likes will be selected for deciding the winner ("Winner");
 - h. Organizer will tag the Winners while reposting the memes.
8. Entries submitted in any manner other than specified in the Contest announcement above will be automatically disqualified.
9. A Participant is not allowed to send multiple Entries. However, Participants may not be using multiple handles to send Entries to the Contest. Participants using fake handles to send Entries will be automatically disqualified. The decision of the Organizer in this regard shall be final and binding.

10. By submitting their Entry (including "Content", as defined below) in the Contest, each Participant grants to the Organizer a perpetual, non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable and transferable license to use, copy, print, display, prepare derivative works of, reproduce, adapt, modify, publish, post, broadcast, transmit and distribute the Entry submitted, in any manner it deems fit, in any media formats and through any media channels, including for promotional, marketing and publicity purposes, without reference or compensation to Participants and/or Winners.

11. Participants uploading / submitting photographs, audio content, audio – visual content, etc. as an Entry ("Content") as required by the terms of the Contest or otherwise shall strictly ensure the uploaded Content is NOT obscene, sexually explicit, defamatory, hateful and/or offensive to any persons, groups and/or communities including but not limited to any religion, caste, creed, gender, race and/or social group. Participants shall necessarily ensure that the submitted Content does not constitute a violation of the rights (including intellectual property rights, rights of privacy, statutory rights, common law rights, etc.) of any person or entity in any manner, way or form. Participants shall ensure that Content submitted / uploaded as part of the Contest or otherwise shall not contain any material that is subject to third party proprietary rights, unless the rightful owner of such material has granted permission for such upload / submission and to grant the Organizer all of the license rights granted herein. Participants shall fully indemnify the Organizer against any such claim relating to the Content.

12. 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 Facebook page. 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 Participant 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.

13. Each Participant 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 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.

14. At the end of the Contest Period, all valid and correct Entries received by the Organizer will be considered for deciding Winners.

15. 1 Winner will be gratified with an amazon voucher. The winner will also be gratified by being featured on Organizer's official Animal Planet India's Instagram page ("Gratification").

16. Gratification will be done at the sole discretion of the Organizer. Organizer may substitute or change Gratification offered under Contest at any time without notice. Participants/Winners may not substitute Gratification for other items or exchange for cash. Gratification shall be non-transferable

17. The Organizer will contact the Winners by sending direct messages on their Instagram accounts. The Organizer may require the Winner to furnish further information viz., contact address, identity proof, pan card details, phone number, etc. Identification considered suitable for verification and subsequent dispatch of Gratification is at the sole discretion of the Organizer.

18. 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/>.

19. Gratification will be sent by the Organizer/sponsor to the Winners on their email address.

20. The Organizer shall not be liable to dispatch the Gratification 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/her Gratification within a reasonable period of time. In such an event, the Organizer shall in its sole and absolute discretion be entitled to select an alternate Winner.

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

22. Organizer shall not be liable for any damage/loss/non-delivery of Gratification due to incorrect address/email address or any other incorrect information provided by the Winner.

23. Organizer shall not be responsible for any cost, expense or other liability whatsoever in relation to, arising from or connected with Gratification or its quality. Organizer makes no representation as to the quality, suitability or merchantability; and extends no guarantee or warranty relating to Gratification. Organizer 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 Gratification. Organizer assumes no responsibility for non-receipt of Gratification 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 Gratification.

24. The Gratification images used in the Contest advertisements / promotional materials, if any are only illustrative in nature and the actual Gratification may differ from the illustrative image.

25. 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.

26. Mere participation in the Contest does not entitle the Participant to receive a Gratification.

27. 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.

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

29. 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.

30. 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.

31. 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