

## Terms and Conditions for “FA Cup Contest”

### I. Contest terms & conditions

1. FA Cup Contest (the “*Contest*”) is open from 3<sup>rd</sup> Jan, 2009 through 30<sup>th</sup> April, 2009 (the “*Contest Period*”) on PIX channel (the “Channel”) which is owned by Multi Screen Media and/or its affiliates (“MSM”).
2. The Contest shall be valid for each forthcoming round of FA Cup beginning with the commencement date of the Contest strictly in respect of those matches which shall be telecast on the Channel in the sole discretion of MSM.
3. There shall be two questions asked for each match of FA Cup - one in the first half and other in the second half of the match.
4. In order to be eligible for the Prizes (as defined below), the participants of the Contest (the “*Participants*”) need to answer both the questions as asked in each match correctly for all matches of a particular round of FA Cup which shall be telecast on the Channel.
5. The Participants need to answer the questions through sending an SMS to 52525. Premium rates shall apply for SMS.
6. All the entries of Participants who have answered all the questions correctly as asked in the matches telecast on the Channel for each round of FA Cup shall be put in a lucky draw for the following prizes:
  - (a) three winning Participants in each round of the FA Cup commencing with round 3 and selected by way of lucky draw shall each be given a Sony Play Station 2;
  - (b) three winning Participants will be selected by way of lucky draw in the semi-final match of the FA Cup as follows:
    - (1) The first selected Participant by way of lucky draw shall be given a free trip for two people to attend the final match of the FA Cup; which trip would include free air tickets for two and tickets for two to the final match of the FA Cup; and
    - (2) The subsequent two winning Participants selected by way of lucky draw shall each be given Sony Play Station 3.

(Hereinafter collectively the “*Prizes*”).

### II. General terms & conditions

7. The names of the Prize winners shall be declared within a reasonable time after each round of FA Cup on the website of the Channel, [www.pixtelevision.com](http://www.pixtelevision.com).
8. The Contest is open to Indian Citizens, other than the employees of Multi Screen Media Private Limited (“MSM”), and its affiliates, subsidiaries, assignees, representatives and their immediate families and any companies and their subsidiaries that are sponsoring and/or promoting the Contest.
9. By participating in Contest the Participant declares that he/she is an Indian citizen with a valid proof identity and has completed the minimum permissible age of 18 years.
10. If a Participant wins a free trip for two to watch the final match of FA Cup as contained in Section 6 (b) (1) of Contest Terms & Conditions, then the Participant and his/her accomplice must have a valid and subsisting passport in the absence of which the said Prize will be revoked by MSM. The sole responsibility of securing a visa for UK shall be the responsibility of winning Participant and his/her accomplice; failing which the said Prize will again stand revoked. If the winning Participant does not opt or wish or otherwise unable to travel to attend the final of FA Cup in UK, then the Prize will be revoked. The winning Participant must confirm in writing to accept the Prize within 24 hours after the declaration of the same on the website of the Channel; failing which the Prize will be revoked.
11. Mere participation in the Contest does not entitle the Participant to be selected as a Prize winner.
12. The Prize can be claimed only by the winner so declared by MSM and is not transferable, negotiable, assignable or exchangeable.
13. MSM reserves its right to select and declare the Prize winner in its own discretion. Decision of MSM in this regard is final and no correspondence in this regard will be entertained.
14. Participants acknowledge that he/she will not hold MSM and/or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
15. Non-conformance by any Participant and /or Prize winner of the terms & conditions contained herein will disqualify the Participant from participation or winning as the case maybe.
16. MSM reserves all rights to make amendments to the existing rules contained herein any time without prior notice.

17. MSM and its affiliates, subsidiaries reserve the right to postpone the Contest in its sole discretion.
18. MSM is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. MSM makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
19. Under no circumstance, unless due to willful misconduct or gross negligence, shall MSM and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if MSM has been advised of the possibility of such damages. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against MSM and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
20. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
21. Your participation in the Contest by sending your entry will be construed as an acceptance of the above stated Rules & Regulations including the General Rules.