

## TERMS AND CONDITIONS– ‘HIL Launchday Team Battle’Contest

The following are the rules for the “**HIL Launchday Team Battle**” contest (the “**Contest**”) hosted by the Hockey India League (“**HIL**”) for promotion of content related to the ‘Hero Hockey India League’ (“**Tournament**”) on the platforms and media owned/operated by HIL or its stakeholders to be conducted through the Hockey India League Official Social Media Platforms on Facebook, Twitter and Google+. This Contest shall be subject to the terms and conditions, comprising of the Principal Rules and the General Rules (the “**Terms and Conditions**”) as stated hereunder. By participating in the Contest, it is construed that the Participant(s) has read and understood these Principal Rules including the General Rules stated below and has agreed to abide by the same:

### **(I) PRINCIPAL RULES**

1. The Contest will be conducted in the period starting 10:00AM 22<sup>nd</sup> January 2015 and ending 6:00PM 22<sup>nd</sup> January 2015 (“**Contest Period**”). An official announcement shall be made on the HIL Official Social Media Platforms for users to engage during the Contest Period. Any person who wishes to participate in the Contest (“**Participant**”) shall fulfill all of the following requirements in order to qualify for participation:
  - (a) All Participants must be valid users of the HIL’s Official Social Media Platforms on Facebook, Twitter and Google+ and must be residing in India during the Contest Period.
  - (b) Users can comment / tweet the correct answer and win prizes.
  - (c) The Participant should submit their entry by way of a comment / tweet posted through the Participant’s Social Media account on Facebook, and/or Twitter. Each Entry: (1) should contain the pre-decided hashtag for the Contest, and (2) should be submitted only during Contest Period. Any Entry which does not contain all of the elements mentioned in this paragraph shall not be considered a valid Entry and shall be deemed null and void without requirement of any intimation by the HIL.
2. The editorial team of HIL shall select Participants at random among all those Participants that submitted eligible Entries. The Winners will be announced on the HIL’s Official Social Media Page on any day after the Contest Period, as announced by HIL. The First Prize Winner and the Other Prize Winners shall be referred to herein as the “**Winners**”.
3. All Winners would be awarded prizes (“**Prizes**”) .All Prizes must be claimed in response to messages or telephone calls made to the Winner(s). Any and all taxes and/or levies applicable under the laws of India and any incidental costs direct and/or indirect, in relation to Prizes shall be borne by the respective Winners. Neither HIL nor any of its stakeholders shall be responsible or liable for any technical disruption, failure and/or any other difficulties of such nature, due to which the Winner(s) is unable to claim the Prize from HIL. After dispatch of a Prize to a Winner, in case any loss/damage etc. is caused to or incurred by the Prize(s) during transit or otherwise, HIL will not be liable for any such loss/damage etc. Further, HIL and/or any of its stakeholders shall not be held liable for any failure and/or any other defect in or damage to the Prize, if any, whether caused during transit or otherwise.
4. HIL reserves the right to forfeit a Prize in the event it is found HIL has a reason to believe that any information provided by the Participant/Winner(s) is wrong, fraudulent or any misrepresentation is made by the Participant/Winner. HIL shall have the right to declare any other Participant(s) as the Winner(s) of the Contest, at its discretion and transfer Prize(s) to such other Participants. All Prizes are provided on an as-is where-is basis without assurances or warranties of any kind. Neither HIL nor its stakeholders nor their employees provide any assurances or guarantees regarding Prizes, including quality, merchantability or fitness for purpose. The Winner(s) agree not to hold HIL and/or its stakeholders and/or their respective employees responsible for any delay in receiving Prizes or any inability to enjoy Prize(s) due to any circumstance. It is clarified that HIL and/or any of its stakeholders shall not be responsible for the brand, quality, value etc. in relation to a Prize and the supplier/ manufacturer shall be solely responsible for the same. HIL and/or any of its stakeholders shall not be held liable for any failure, inaccuracy, and/or any other defect or deficiency in the Contest. Neither HIL nor its stakeholders shall be liable for any delays or failures in any notifications, or the Contest in general.
5. The Participants agree that Prizes cannot be transferred, negotiated, refunded or exchanged. It is clarified that no other gratification, cash equivalent of the Prize or alternative prize will be awarded to the Winner(s) and the Winner(s) cannot exchange the Prize for cash or a gift of similar value. The Contest or the Prize(s) cannot be combined with any other contest or activity. It is clarified that HIL has no obligation to record the act of collection of the Prize(s) or incorporate it in the Program or mention it in the Program. If the Winner(s) refuses to accept the Prize awarded, HIL and/or its stakeholders shall be released from all obligations towards the Winner(s) in connection to the Prize or otherwise.
6. All Entries must be received during the Contest Period. Entries received before or after a Contest Period will not be considered for the Contest and shall be deemed null and void without requirement of any further intimation by HIL.
7. HIL and/or its stakeholders shall not be responsible in the event that Entries are not received or the Participant(s) is unable to participate or comment / post/tweet his/her entry on Facebook and/or Twitter in the Contest due to any network problem, breakdown in machinery or any other technical error of any nature whatsoever. For purposes of the Terms and Conditions, “receipt” of an Entry occurs when the website server records the Entry information upon the entrant clicking “Comment/Tweet/Post” button. Any automated receipt confirmation does not constitute proof of actual receipt. For the avoidance of doubt, by submitting the Entry the Participant(s) is representing that the Entry or contents thereof are not confidential or comprise any sensitive personal information.
8. The Participant(s) shall ensure that the Entry being submitted by them is decent and is not immoral, defamatory, abusive, offensive, insensitive, libellous or blasphemous to any person, religious sect or section of the society, etc. The Participant(s) further represents and warrants that the entry being submitted by him/her shall be original and shall not infringe upon and/or contain any material that will infringe

upon any third party rights including rights in intellectual property. HIL reserves the right to remove or disqualify any Entries that do not meet these criteria.

9. HIL reserves the right to change the entry system/mechanism and/or cease accepting Entries for the Contest during the Contest Period for any reason or take any other steps in relation to the Contest as it may deem fit in its sole and absolute discretion.
10. HIL reserves the right to disqualify any Participant(s) from participating in the Contest without assigning any reason. HIL reserves the absolute right and discretion to reject any Entry or any part thereof at any stage of the Contest, including after declaring the winning Entry, if HIL: (a) receives any notice or complaint relating to the Entry not being compliant of the Terms and Conditions including alleged to be infringing any form of rights including rights in any form of intellectual property of any third party; or (b) determines at its sole discretion that the Entry *inter alia*: (i) belongs to another person and in which the Participant does not have any rights; (ii) is blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libellous and/or is contrary to any law in force; (iii) is grossly harmful, harassing, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (iv) harm minors in any way; (v) infringes any patent, trademark, copyright or other proprietary rights; (vi) violates any law for the time being in force; (vii) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (viii) impersonates another person; (ix) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or (x) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. The decision of HIL in this regard shall be final and binding upon the Participant(s).
11. HIL reserves the right to select and declare the Winners of the Contest and such decision shall be final and binding on the Participant(s) and the Winner(s). HIL shall select the winning Entries in accordance with applicable parameters, and the Winners shall be declared by HIL through the HIL Handle and any other means announced by HIL.
12. The Winners will be required to submit necessary supporting documentation to establish identity and compliance with contest terms and any applicable laws within timelines specified by HIL to be eligible for any gratification. In the event any person fails to adhere to the instructions, then his/her selection shall be invalidated. In such a case, (a) HIL and/or its stakeholders shall not be liable in any manner whatsoever and (b) HIL may, at its sole discretion, by the prescribed selection criteria choose other Winners instead.
13. The Participant(s)/Winner(s) agrees and consents to the use of the Entry and/or any part thereof by HIL or its affiliates as it may deem fit for the purpose of promotion of the Program and/or HIL and/or its stakeholders. In consideration of the participation in the Contest, the Participant(s)/Winner(s) hereby irrevocably, exclusively, perpetually and for the entire universe assigns all rights, titles and interests in the Entry including any rights of Exploitation thereof, to HIL, during or pursuant to the Contest. "Exploitation/Exploit" shall mean the exploitation of the Entry and/or any part thereof including along with its cognate forms and grammatical variations, and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation adaptation, publication, cutting, editing, and packaging of the Intellectual Property vested in the Entry or any part thereof, either in whole or in part, in any form/format or language, as well as the conversion of the Entry and/or any part thereof from one form/format to another and in relation to the Entry and/or any part thereof, for incorporation in a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any all languages/dialects in the world, converting the Entry in to a film for theatrical Exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, Nvod, SVOD, PVOD, FVOD made available for being seen or heard or delivered or Exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. The capitalized terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film', 'Performance /Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. ). To the extent that the assignment of all rights, title and interest in the Entry and/or any part thereof if any subsisting in favor of the Participant(s)/Winner(s), in relation to future medium or mode of exploitation of the Entry and/or any part thereof is not held valid by operation of law, Participant(s)/Winner(s) hereby grants an irrevocable, exclusive, sub-licensable, perpetual right to HIL and its affiliates for such future medium or mode of exploitation of the Entry and/or any part thereof as may be developed in the future, for the entire world. Notwithstanding the above, the Participant(s)/Winner(s) hereby agrees that the Participant(s)/Winner(s) shall not assign or in any other manner transfer the Entry including and/or any part thereof for such means and modes of Exploitation of the Entry and/or any part thereof, which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to HIL without offering for assignment such modes or means of Exploitation of the Entry and/or any part thereof for the entire world and perpetuity to HIL. The Participant(s)/Winner(s), agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of Exploitation of the Entry and/or any part thereof to any third party in breach of the such obligation herein, anywhere in the world shall be null and void. Further, HIL may Exploit the Entry and/or any part thereof at any time it chooses, and it is expressly agreed by the parties that Section 19(4) of the Indian Copyright Act, 1957 does not apply to this Agreement. The Participant(s)/Winner(s) waves off his "Moral Rights" with respect to the Entry and/or any part thereof as required. The Winner(s) shall do all acts and execute all documents in such manner and at such location as may be required by HIL in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to HIL herein.

**(II) GENERAL RULES:**

1. The Participant(s) must be above the age of 13 years and must be residing within the territorial limits of India during the Contest Period. The Participant(s) should not have any criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest. Proof of age, if requested, of the Participant (s), Winner(s), in the Entry must be submitted to HIL (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate) as may be required by HIL to confirm the eligibility of the Participant(s).
2. Participant(s) shall provide such information as may be required by HIL from time to time. Any incomplete submission will be considered invalid for the purpose of the Contest. HIL also reserves the right to disqualify a Participant(s) in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant at any point in time during the Contest Period.
3. HIL reserves all rights to make amendments to the existing Terms and Conditions or withdraw, vary, amend or terminate the Contest, without giving prior notice or reason. It shall be the sole responsibility of the Participant(s) to check the rules and regulations of the Contest on <http://static.indiansuperleague.com/pdf/letsfootball-terms-and-conditions.pdf>. Non-conformance by the Participant(s) to any the Terms and Conditions will make such Participant's Entry/ies null and void.
4. The Participant/ Winner acknowledges that in case the conduct of the Contest cannot be fulfilled due to any reason, including reasons beyond the control of HIL such as war, industrial action, flood or any act of God, then HIL shall not have any liability in this connection.
5. HIL and/or its stakeholders are in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental and/or emotional trauma caused to the Participant in any manner whatsoever, in connection to the Contest.
6. The Winner(s)/Participant (s) shall hold harmless and indemnify HIL, its affiliates, its stakeholders, their employees, officers, directors and/or any other person from and against any suits, actions, proceedings, causes of action, litigation, injury, damage, harm, loss, damage, liability, award, costs or expenses that may arise in connection with any act of the Participant(s)/Winner(s) and/or Entry including any third party rights claims with respect to the material submitted by the Participant(s)/Winner(s).
7. The Participant(s) and/or the Winner(s) shall not in any circumstances make any claims against HIL or its stakeholders, arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults (directly or indirectly), to the Participant(s) and/or the Winner(s) participation or non-participation in the Contest or any related activity. If any Participant or Winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions, the corresponding entries will be disqualified. HIL shall not be liable for any direct, indirect, consequential, special, exemplary or punitive damages or losses in connection with this Contest.
8. Employees of and/ or consultants of HIL and/or persons hired on contract by HIL, the clubs, the sponsors, and the members of their immediate family, are ineligible to participate in the Contest.
9. By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner(s) has waived his/her right to raise any dispute with regard to the Contest and/or the Prize, in any manner whatsoever and has understood and accepted these Terms and Conditions and the Privacy Policy incorporated herein by reference and unconditionally accepts and agrees to comply with and abide by the Terms and Conditions. In the event of any fault, misunderstanding or dispute concerning any part of the Contest the decision of HIL shall be final. Each Participant hereby acknowledges and agrees that the relationship between the Participant(s)/Winner(s) and HIL and its stakeholders is not a confidential, fiduciary, or any other special relationship.
10. The Participant(s)/Winner(s) of the Contest agrees that if so required by HIL, he/she shall make himself/herself available from time to time and co-operate with HIL and participate in any activity and/or campaign ("**Promotional Activity**") of any nature and on any platform whatsoever without any money payable to the Participant(s)/Winner(s). Further, the Participant(s)/Winner(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever and shall not do any act either directly or indirectly during such Promotional Activity which may bring HIL or any of its stakeholders into public disrepute or denigrate any of the preceding, or offend any community or public morals. In all public appearances the Participant/Winner shall use her/his judgment in general demeanor and choice of language to create an atmosphere which would be conducive to the services and/or promotion of the tournament. The Participant(s)/Winner(s) agrees that the footage/picture/photograph of the Participant(s)/Winner(s) used during the course of the Contest or for the purpose of the Contest shall vest with HIL, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity and HIL may exploit the same in any manner and in any media whatsoever at any time throughout the world whether by itself or through its stakeholders. The Participant agrees and consents to the use of any text and/or information and/or any photograph and/or image and/or visual recording and/or other components of his or her Entry on any platform as HIL may deem fit for the purpose of promotion of the Program.
11. These Terms and Conditions shall be construed and governed in accordance with the laws of India and exclusive jurisdiction over all matters arising out of or in relation hereto shall vest in Mumbai, India.