Mission Big Cat's Donation Drive – Terms and Conditions

- These terms and conditions ("Terms and Conditions") govern the conduct of the donation drive namely Mission Big Cat's Donation Drive ("Campaign") which pertains to donate money to Worldwide Fund ("WWF") for the Project CAT. Project CAT relates to the conservation of the Tiger. The Campaign is being organized by Discovery Communications India ("DCIN/Organizer") wherein DCIN will be responsible for organizing the Campaign on its youtube channel <u>https://www.youtube.com/animalplanetindia</u>
- 2. This Campaign is open to all Indian citizens of any age/gender/from any location etc. ("Subscriber").
- 3. No purchase is required to register in the Campaign.
- 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, (<u>https://www.facebook.com/AnimalPlanetIndia/</u>), Animal Planet Instagram page (<u>https://www.instagram.com/animalplanetindia/</u>) and Animal Planet Twitter handle (<u>https://twitter.com/AnimalPlanetIn</u>).
- 5. By applying in the Campaign, the Subscriber 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 or WWF and not to Facebook, Twitter, YouTube and Instagram.
- 6. By applying in the Campaign, Subscriber accept and agree to be bound by these Terms and Conditions, including any amendments and modifications hereto. Subscriber 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 Subscriber in the Campaign.
- This Campaign will be open for the period starting from 04th October 2019 and ending on 22nd November 2019 ('Campaign Period'). The Campaign will run during the Campaign Period in the territory of India only.
- 8. To register in the Campaign, the Subscriber shall go to the Animal Planet YouTube channel ("Channel") of the Organizer and subscribe to the Channel. For every 1 (One) subscription to the Channel, DCIN will donate INR 1 to WWF for project CAT. However, the total donation amount to WWF will not exceed INR 1,00,000/- (INR One Lakh Only) irrespective of the number of Subscribers.
- 9. By registering in the Campaign, each Subscriber agrees that its name, address, telephone numbers, e-mail identities or any other information that is provided by the Subscriber ("Personal Information") may be shared by DCIN and others associated with and/or assisting in organizing and administering of the Campaign, and to send to the Subscribers, Campaign related information. Personal Information will be subject to Privacy Policy of DCIN provided on http://www.discoverychannel.co.in/privacy-policy/.

- 10. DCIN is not involved in any manner, whatsoever, in usage of the donation money in Project CAT. DCIN is only responsible for organizing the Campaign on the Website and for marketing and promotion of the same. WWF will be solely responsible for the usage of the donation money for Project CAT received by the Organizer.
- 11. The Subscriber 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 Subscribers 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 Subscriber 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 Subscriber any right or license in or to the Proprietary Material or any portion thereof.

12. Each	Subscriber	undertakes	and	agrees:
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(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.

- 13. Subscriber hereby acknowledge that DCIN is not connected in any manner in administration, proprietorship and/or otherwise controls or is associated in any manner with WWF. DCIN is carrying out a Campaign only for a good cause.
- 14. 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.

- 15. Subscriber 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 in subscribing the Channel inclusive or exclusive of any other service charges, applicable taxes, levies, duties, etc. depending upon the service provider.
- 16. To the extent permitted by applicable law, each Subscriber, 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.
- 17. 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 Subscriber in connection with the Campaign. Subscriber 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 Subscriber, 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.
- 18. Regardless of location of the Subscriber, 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.
