

DRAFT

TERMS AND CONDITIONS FOR “Indian Idol Vote and Win Contest’ (CONTEST)

OFFICIAL CONTEST RULES

CONTEST: ‘Indian Idol Vote and Win Contest’ (the “**Contest**”) is organized and conducted by Integrated Advertising Services FZ LLC, 1105, Grosvenor Business Tower, Tecom Site C, Next to Media Rotana, Dubai, U.A.E (“**IAS**”) on behalf of Sony Ericsson FZ LLC, Off 202 and 203, Building 2, DIC, Dubai (“**Organizer**”) during the telecast of the show Indian Idol 5 (the “**Program**”) on the Sony Entertainment television Asia channel (the “**Channel**”) which is owned by Multi Screen Media Private Limited and/or its affiliates (“**MSM**”).

1. In order to participate in the Contest, each Participant (the “**Participants**”) must vote (“**Vote**”) by way of wireless messaging service [i.e., short messaging service (SMS)] to an allotted 4 digit code 6127 (“**Special Code Number**”) by indicating the name of their favourite Indian Idol contestant and send the same to the Special Code Number. SMS rates shall be Dirham 3/- per SMS or as applicable.
2. **CONTEST PERIOD:** The Contest begins on 26th July, 2010 and the Votes shall be submitted by the Participants from 26th July 2010 till 9th August 2010. The voting lines will close on 9th August 2010 by 11.59.59 p.m.
3. Entries received after this day shall not be entertained and shall be considered ineligible for the Contest.
4. There shall be a total of two (2) prize winners (“**Prize Winner(s)**”). Each Prize Winner shall be eligible for one entry to Indian Idol-5 finale which is at Filmistan Studio, S.V. Road, Goregaon (West), Mumbai (“**Studio**”), on 14th and 15th August 2010. IAS on behalf of Organizer shall be responsible for arranging the (i) air tickets of the Prize Winners from Dubai to Mumbai and back to Dubai (provided that the Prize Winners procure visa and comply with other formalities for travel) (ii) transport facility from Mumbai airport to place of stay and to Studio (iii) accommodation facility for two nights i.e. on 14th and 15th August 2010 for the Prize Winners and (iv) one Sony Ericsson Xperia X10 Mini each (collectively the “**Prize**”).

ELIGIBILITY AND CONDITIONS:

1. Participants must be adult residents of UAE only having a valid passport i.e. only those who have completed 18 years of age as on the date of participation.
2. Employees, agents and promoters (including their immediate family members) of the MSM/Organizer, and of its divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.

3. Participants may send as many entries as they desire but only entries received before the close of the Contest shall be considered valid.
4. By voting in the Contest, each Participant agrees to follow these Official Contest Rules and to be bound by any decisions made by Organizer/MSM, including any interpretations of these Official Contest Rules.
5. Organizer/MSM its divisions, affiliates and subsidiaries, and their respective agents and representatives, are not responsible for any loss of entries for any reason whatsoever including, due to any problems caused by telephone lines, telephone systems, cellular telephone service providers, for entries received after the deadline as a consequence of telephone or computer service delays, interruptions, failures or overloads, or for lost, misdirected or misplaced entries. Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Official Contest Rules.
6. The cellular number will be used to identify the Participants as a unique identification number. Each Participant shall be entitled to submit multiple entries.
7. The Organizer reserves its right to select and declare or not to declare the Prize Winners. Decision of Organizer in all matters pertaining to the Contest is final and no correspondence in this regard will be entertained.
8. IAS will notify the Prize Winners by telephone. The Prize Winners must confirm with IAS immediately. If IAS does not receive an answer from the selected Prize Winner within one (1) hour after initial contact is made by IAS, the original selected Prize Winner will be disqualified and the next eligible alternate shall be selected as the Prize Winner. If the Prize Winner is disqualified for this or any other reason, such as being found ineligible or failing to comply with these Official Contest Rules, then the next eligible alternate will receive the Prize instead, according to the aforementioned procedures. The names of the Prize Winners will be announced on www.setasia.tv, immediately thereafter. IAS and its agents, affiliates and representatives will use their best efforts to contact the Prize Winners, but will not be responsible or liable in any way whatsoever if the Prize Winners cannot be reached by telephone within the one hour. The Prize Winners do not become official until all entries are validated. The Prize Winners will need to come to the office of IAS, situated at Dubai. The Prize Winners must present valid identification with proof of (i) age, (ii) ownership of the phone number used to dial the Special Code Numbers of the contest and (iii) his/ her residential address to IAS or its designated representative in order to claim the Prize. While accepting the Prize, the Prize Winners may be required to sign an Indemnity and Release of Claims form provided by IAS, which shall release IAS, MSM and the Organizer of all liability. Failure to complete and sign any documents requested by IAS may result in disqualification and selection of an alternate winner. All decisions of IAS/Organizer are final and irrevocable.

9. Mere participation in the Contest and sending the right answer do not entitle the Participant to win a Prize.
10. The Prize will be awarded to the Prize Winners pursuant to verification and in accordance with these Official Contest Rules.
11. All taxes, levies and duties due and owing under applicable and statutory laws in connection with all prizes, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize Winners.
12. The Prize shall contain standard warranties as provided by the manufacturer. MSM/IAS does not provide any additional implied or express warranties or guarantees in respect of the Prize provided by the Organizer. Any malfunction or product defect of the Prize shall be taken up directly by the Prize Winner with the Organizer.
13. The Prize cannot be transferred, negotiated, refunded or exchanged, and by no means will cash be given. Only the Prize Winners, and not any other person or agent, may claim the Prize.
14. MSM/Organizer/IAS 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.
15. By entering the Contest and accepting the Prize, the Prize Winners waive all copyrights, rights of publicity and any related rights and consents to MSM and or Organiser's right to picture, tape or portray him/her as Prize Winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Prize Winner also consents to the Organiser and MSM's right to use his/her name, voice or picture, or the content of his/her Contest entry.
16. Participants release the MSM/Organiser/IAS and their respective divisions, affiliates, subsidiaries, branches, directors, officers, employees and agents, as well as all others associated with the development and execution of this Contest and the show, from and against any and all liability with respect to or in any way arising from this Contest and the awarding and use, misuse or possession of the Prize, including liability for personal injury, except where prohibited or limited by law.
17. MSM/Organizer reserves the right to change the conditions of this contest and to alter or terminate the Contest at any time without prior notice.

18. The Contest is void where prohibited by law. All relevant national and local laws apply. All disputes to be settled within the jurisdiction of the Courts in Mumbai city only.
19. Please forward any questions or comments regarding the Contest to the following address:

Address of the Organiser

Integrated Advertising Services FZ LLC 1105, Grosvenor Business Towers
Tecom Site C Behind Media Rotana Dubai – UAE P O BOX 27671 on behalf
of Sony Ericsson Off 202 and 203, Building 2, DIC, Dubai

20. For a copy of these Official Contest Rules, or in case these Official Contest Rules are not clear, the Participant may contact the aforesaid address specifying a request. However no queries will be entertained on the result of the Contest.
21. Under no circumstance, shall the Organizer/MSM/IAS and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participants and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. 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.
22. 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.
23. Your participation in the Contest by sending entries through SMS will be construed as an acceptance of the above stated terms and conditions and you agree to be bound by any decisions ,made by the Organizer/MSM/IAS, including any interpretation of these Official Contest Rules

PRIZE & PRIZE DRAWING:

24. A designated representative of the Organiser or official appointed by the Organiser will select the Prize Winners on random basis.
25. This Contest is organized and conducted by the Organiser. The Organiser shall be responsible for selection of Prize Winners. The decisions of the Organiser and its representatives shall be final and binding on all aspects of the Contest.

26. MSM has no role to play in organising this Contest and shall neither be responsible for disbursing prizes to the final Prize Winners nor liable to compensate the Prize Winner/Participants towards any loss, damage or harm caused due to occurrence of any untoward incident of whatsoever nature in connection with the Contest.