

## **TERMS AND CONDITIONS OF ENTRY TO “MAXIM HOT 100 CONTEST”**

### **“MAXIM HOT 100 CONTEST” IS ORGANIZED BY MAXIM (INDIA MAGAZINE)**

#### **(PROMOTER)**

- By submitting an entry to “Maxim Hot 100 Contest” (the **Competition**):
  - you acknowledge that you have read and understood these terms and conditions of entry (the **Terms**) which include information on how to enter, how the winner will be determined, the prizes, and how personal data will be collected, retained, used and shared;
  - you expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
  - you confirm that you do not breach any law in your country of residence regarding the legality of entering the Competition.
- The Promoter will not be responsible for any Participant entering the Competition unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local law before entering the Competition.
- The Promoter reserves the right, in their sole and absolute discretion, to:
  - amend or vary any of the Terms at any time without prior notice and by entering the Competition you agree to any such amended Terms. If the Promoter amends or varies any Term relating to the collection, retention, use and/or sharing of personal data that has already been collected, such amendments and/or variations will be posted on Maxim India’s Twitter profile which can be viewed via <http://www.twitter.com/maximindia>
  - terminate or disqualify any Participant’s entry for the Competition or reclaim and/ disqualify any Prize(s) at any time if it is the sole opinion of the Promoters that there has been a breach of any of the Terms by such Participant (whether discovered during or after the end of the Competition).

#### **Entry to the Competition**

- A **“Qualifying Entry”** means the successful submission of a completed entry by a Participant together with any other information requested. The completion and validity of the particulars of each entry shall be determined at the Promoter’s sole discretion.
- A **“Participant”** means a person aged 18 or above on their date of entry to the Competition who is a passport holder of, and resides in the country of India and who submits a Qualifying Entry during the Competition Period:
- You may enter the Competition for yourself only once (though you can vote multiple times for the duration of the competition).
- Notwithstanding the above, where your entry in the Competition is prohibited or restricted by law or otherwise in your place of residence, it shall be completely void.
- No purchase is necessary to enter the Competition. Employees and their immediate families of the Promoter and any related companies, sponsors and/or advertising agencies may not enter the Competition.

- This Competition is solely based on chance. There will be lucky draw to determine the winner.

### **The Competition**

- The Competition is open for entries till 5<sup>th</sup> June, 2018 (till 1200 hours) (the **Competition Period**). The date is subject to change at the absolute discretion of the Promoters
- Participants must enter the contest by registering on [www.maximhot100.com](http://www.maximhot100.com) and voting for their favourite celebrity.
- Any entry submitted after the close of the Competition Period shall be void
- One winner to be declared when the Competition Period has been completed.

### **Announcement of Winner**

- The Winner of the Competition will be announced on Twitter in June 2018 via Maxim India's Twitter profile which can be viewed at <http://www.twitter.com/Maximindia> —winner shall be required to submit any further details that may be requested for by the Promoter to claim the Prize. The winner will also be personally informed via email (on email address provided at the time of registration). The Promoter reserves the right in their sole and absolute discretion to deal with any unclaimed Prize(s) in any manner. The Winner must exercise their Prize personally.
- The Winner shall, if required by the Promoter:
  - attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Competition; and/or
  - provide his/her original Identity Card / Passport for verification of proof of eligibility for receipt of the Prize

### **Prizes**

- The winners will receive one-year subscription to Maxim as the **Prize** and a chance to win an invitation to a Maxim event.

### **Judges' Decisions**

- The Lucky Draw result as to any matter relating to the Competition, including but not limited to any entry eligibility, the winning entry(ies) and the winner(s), will be final and binding. No correspondence will be entered into about the Competition or the Lucky Draw result.

### **Publicity**

- By participating in the Competition, the Participants:
  - agree to the use of their name and/or likeness, without compensation, by the Promoter and/or any party authorized by the Promoter; and
  - grant the Promoter and any party authorized by the Promoter an irrevocable, worldwide, perpetual, royalty-free right and licence to use any material submitted as a part of their entry into the Competition, (the **Works**) in any manner, for any purpose the Promoter may see fit, in

all forms of media now known or hereafter invented;

○ to the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world; and

○ undertake not to object to any use of the Works by the Promoter or any party authorized by the Promoter.

● All government, federal, state and local taxes and duties levied in connection with the prize won and other expenses of a personal nature are the sole responsibility of the winners.

● Any rules and regulations pertaining to the claiming of the prize for the country where the Participant is a resident apply.

### **Miscellaneous**

● The Prize is subject to variation at the discretion of the Promoters, and any change will be final and binding upon every Participant in the Competition.

● The Prize will be given to the Winner as set out in the Terms. The Winner must accept their Prize in that form. The Prize is non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Promoter and is subject to the terms and conditions accompanying it. The Prize cannot be sold or bartered. There is no refund for a partially used Prize. The Promoter may at their sole and absolute discretion withdraw and/or substitute the Prize with any other item without notice and without furnishing any reason. The Winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the Prize.

● All particulars submitted by each Participant shall be made in full and frank disclosure. Any misrepresentation may result in disqualification, forfeiture or withdrawal of any prize won in the Promoter's sole discretion.

● The Promoter shall not be liable in any way for any failure or breach by any party in connection with the Competition, and/or the acceptance and/or use of the Prize, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or the Prize. The Promoter makes no warranties, representations or guarantees either expressed or implied regarding any Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.

● In all cases the Promoter will not be held liable for the Prize if it does not reach the winner for reasons beyond its control.

● The Prize is subject to:

○ any rules and regulations pertaining to the claiming of the Prize in the country where the Winner is a resident; and

○ The terms and conditions of any third party supplier of the Prize.

● The Winner may be liable for any expenses not specified on the description of the Prize.

● Each Participant shall indemnify the Promoter, their agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claim, losses, costs, damages, liability and expenses arising out of the Participant's breach of any of the Terms.

● Each Participant, by entering the Competition, expressly releases each of the Promoter and Twitter/Instagram/Facebook from any claim, action or demand arising out of or in connection with the Competition or the Prize, if any. Without limiting the generality of the foregoing, each Participant acknowledges that elements of the Prize may be provided by third parties over whom the Promoter

has no control, and acknowledge that the Promoter accepts no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prize.

- The Promoter shall not assume any responsibility for incorrect or inaccurate capture of Participant's information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
- If, for any reason, the Competition is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition, all without question or need for communication to said party and without the Promoter being liable to said party in any way.
- In the event of any dispute arising or relating to the Competition, Promoter agrees to use best endeavours to resolve the dispute promptly and amicably, by good-faith negotiation.
- Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.
- By participating in this Contest, the Participant hereby agrees that he/she shall not, directly or indirectly, give, promise or offer and undertake not to give, promise or offer money, donations, gifts or other benefits whatsoever in order to influence with corrupt intent the Promoter or any private person or business, or any employee or official of any government or government related establishment or public international authority, any political party (or candidate or official), or anyone acting on the Promoter's behalf, in the exercise of authority or in connection with obtaining any improper benefit or advantage with respect to this Competition or any matter covered by these Terms or otherwise take any action (or fail to take action when required) that would violate any applicable laws, including but not limited to, the United States Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 or any applicable local laws and/or regulations.
- The law applicable to the Terms is the law of India and the courts of Gurgaon will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Competition.
- The Contest is not sponsored, endorsed, administered by or otherwise associated with Twitter.

## THE PROMOTERS' DATA POLICY

Your entry into the Competition requires you to provide certain personal information (including, but not limited to, your name, email address and/or telephone number) (**Data**). If you do not provide your Data, your entry into the Competition will be invalid and you will not be able to participate in the Competition.

This data policy describes how the Promoters will deal with your Data.

### Retention of Data

- The Promoter:

will not retain the Data longer than is necessary for the fulfillment of the purpose for which the Data was provided;

will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction; and

may store and/or transfer the Data outside the country in which you reside or in which the Data was collected.

## **Use of Data**

- The Promoter:
  - a. may use the Data for purposes of the Competition. This may include displaying the Data on or through the internet;
  - b. may use the Data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as the Promoters see fit, including but not limited to the promotion of the Promoters' respective businesses, products and services;
  - c. will provide the Data for gain in monetary terms or other property, to such affiliates and unaffiliated third parties as the Promoters see fit (including but not limited to agents, contractors, promoters, service providers, prize suppliers and as required by applicable law);
  - d. may authorize such affiliates and third parties to use the data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as such affiliates and third parties see fit, including but not limited to the promotion of their respective businesses, products and services; and
  - e. will not use the Data for any purpose other than those specified above.
- In relation to 2(b) and 2(d) above, you consent to being sent promotional and/or marketing material and/or offers via email, sms, direct mail, telephone or otherwise from the Promoters, their affiliates and unaffiliated third parties.
- You may within thirty (30) days after provisioning of the Data write in to the Promoter indicating your objection to the use of the Data for the purposes defined in this policy, failing which, you will be taken not to object to the Promoter's' use of the Data for such purposes.

## **Access to Data**

- You may at any time write in to:
  - request access to a copy of your Data;
  - request correction of your Data; and/or
  - withdraw your consent to your Data being used for particular purposes.
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## **Contacting the Promoter**

- You must submit any request under (4) or (5) above, or any complaint relating to your Data to the Maxim India Facebook page by private message, which can be found at <http://www.facebook.com/MaximIndiaOfficial>

## **MAXIMHOT100.COM TERMS AND CONDITIONS**

### **Introduction**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and

conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of privacy policy.

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You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

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- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution].

### **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Exposure Media Marketing Pvt. Ltd.'s express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Exposure Media Marketing Pvt. Ltd.'s express written consent.

### **Restricted access**

Access to certain areas of this website is restricted. Exposure Media Marketing Pvt. Ltd. reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at our discretion.

If Exposure Media Marketing Pvt. Ltd. provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Exposure Media Marketing Pvt. Ltd. may disable your user ID and password at sole discretion without notice or explanation.

**User content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.



You grant to Exposure Media Marketing Pvt. Ltd. a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Exposure Media Marketing Pvt. Ltd. the right to sub-license these rights, and the right to bring an action for infringement of these rights.

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You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

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Notwithstanding Exposure Media Marketing Pvt. Ltd.'s rights under these terms and conditions in relation to user content, Exposure Media Marketing Pvt. Ltd. does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

### **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. Exposure Media Marketing Pvt. Ltd. makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Exposure Media Marketing Pvt. Ltd. does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.
- Nothing on this website constitutes, or is meant to constitute, advice of any kind.

Limitations of liability

Exposure Media Marketing Pvt. Ltd. will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Exposure Media Marketing Pvt. Ltd. has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Exposure Media Marketing Pvt. Ltd.'s liability in respect of any:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- matter which it would be illegal or unlawful to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website. **Other parties**

You accept that, as a limited liability entity, Exposure Media Marketing Pvt. Ltd. has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Exposure Media Marketing Pvt. Ltd.'s officers or employees in respect of any losses you suffer in connection with the website.]

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Exposure Media Marketing Pvt. Ltd.'s officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify Exposure Media Marketing Pvt. Ltd. and undertake to keep Exposure Media Marketing Pvt. Ltd. indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid to a third party in settlement of a claim or dispute on the advice of legal advisers) incurred or suffered arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to Exposure Media Marketing Pvt. Ltd.'s other rights under these terms and conditions, if you breach these terms and conditions in any way, Exposure Media Marketing Pvt. Ltd. may take such action as Exposure Media Marketing Pvt. Ltd. deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

Exposure Media Marketing Pvt. Ltd. may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

Exposure Media Marketing Pvt. Ltd. may transfer, sub-contract or otherwise deal with Exposure Media Marketing Pvt. Ltd.'s rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions constitute the entire agreement between you and Exposure Media Marketing Pvt. Ltd. in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with local Indian laws, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of New Delhi and Gurgaon.