World Cup Predictor- TERMS & CONDITIONS (T&C) By HT Digital Streams Limited

THESE TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE "T&C") ARE APPLICABLE TO ALL THE PARTICIPANTS/CONTESTANTS OF THE "WORLD CUP PREDICTOR" (HEREINAFTER REFERRED TO AS THE "Contest") PROMOTED / ORGANIZED BY M/S HT DIGITAL STREAMS LTD (HTDS).

- 1. The World Cup Predictor Contest (hereinafter referred to as "Contest") is being conducted on Hindustan Times.
- 2. Entry points will also be given on Live Hindustan & LiveMint, but participation can happen only on Hindustantimes.com website (<u>https://www.hindustantimes.com</u>).
- 3. All the residents of the country will be eligible to participate in the Contest, irrespective of their region of residence, gender, religion, etc. However, all persons under the age of 18 years are ineligible for participation.
- 4. A daily question will be posted on the Website and the user can answer the question only on the Website.

5. Contest Duration:

- The Contest will commence on 3rd June' 2024 and conclude on 29th June' 2024.
- The duration of the Contest may be subject to change at the discretion of HTDS.

6. Contest details:

- There will be a separate World Cup Predictor page (<u>https://www.hindustantimes.com/cricket/predictors-my-rewards</u>) on the Website, on which there will be a section for the Contest.
- Users can access the daily predictor questions on the above webpage.
- To participate in the Contest, users will be required to answer the questions & provide accurate and complete information, including name, age, contact number, and email address, when submitting their entries.
- Incomplete or partially correct entries will not be accepted/considered.
- The Contest question can be updated anytime during the day at the sole discretion of HTDS.
- Entries must be submitted within the specified Contest duration each day.

- Each participant is permitted to submit only one entry per question each day for the entire duration of the Contest.
- HTDS reserves the right to verify the eligibility of participants and their entries.

7. Winner selection details:

- A daily leader board will be created at the discretion of HTDS from all the valid entries received. Participants who submit correct answers will be ranked accordingly.
- Points will be allotted to each participant for every correct answer. Ranking will be determined based on the order of correct answer submissions, with higher ranking awarded to those who submit the correct answer first.
- Based on the above criteria, 03 winners will be selected everyday for each question posted during the contest duration.
- At the end of the Contest, 03 overall winners will be selected, who will be eligible for a grand prize.
- Leaderboard will also be constantly displayed on the previously mentioned webpage, providing real-time updates on participants ranking.
- The winners will only be selected on working days (Monday-Friday). For all the holidays and weekly off days, winners will be selected on the next working day.
- Winners will be contacted within 03-04 working days after the draw via a phone call and an email sent to the email address provided during entry submission.
- To claim the prize, winners must acknowledge receipt of the communication and provide written acceptance within 24 hours by replying to the email using the same email address from which they received the communication.
- The email should also contain details like phone number, address, a soft copy of his/her identification document, i.e, either Voter ID, Aadhar, PAN or driving license.
- Failure to acknowledge receipt and provide written acceptance within the stipulated time period will result in the forfeiture of the prize.
- Upon receipt of the acknowledgment, further instructions regarding prize collection or delivery will be provided to the winners.
- Only one attempt shall be made to contact the winner on his/her mobile number. In the event of non-availability of the concerned winner, the prize shall lapse.
- HTDS shall reserve the right to select any alternate winner in the event the prize cannot be given to the original winner.

- Winner testimonials regarding their experience will also be collected & some of them will be shared on social media handles and print editions.
- This can include written testimonials and their images along with their prize.
- Prizes will be delivered directly to the winners' residences by the designated vendor.
- Winners are responsible for providing accurate and complete delivery address details during the acknowledgment process.
- The delivery timeline may vary depending on the availability of the prize and the logistics of the vendor.
- HTDS shall not be held liable for any delay, loss, or damage occurring during the delivery process.
- Winners may be required to provide identification upon receipt of the prize to verify their identity.
- Cash will not be given in lieu of prizes. The prize for the Contest will be given to the winner as set out in the T&C herein. The winner must accept his/her prize as it is. Prizes are 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 HTDS.
- HTDS reserves the right in its sole and absolute discretion to deal with any unclaimed prizes in any manner.

8. Prize Details:

- Each daily winner will win a Boat Smartwatch.
- An Iphone 15, an iPad and a JBL speaker will be given as grand prizes at the end of the contest. Out of these prizes, iPhone 15 will be given to the first place winner in the leaderboard, iPad to the second place winner & the JBL speaker to the third-place finisher.
- In the event of any unforeseen circumstances, HTDS reserves the sole right to offer an alternative prize.
- Staff, vendors/agents of HTDS and their families cannot participate in this Contest.
- **9.** HTDS reserves the right to cancel or modify this Contest or any T&C, or accept/reject any entry without providing a reason or prior notice. The rules of the Contest may also be changed if deemed necessary. The decision of HTDS management for anything related to the Contest and winners will be final and binding.
- **10.** HTDS, in its absolute discretion may broadcast or otherwise disclose a participant's/winner's name, character, likeness, statements, or any recording of their

voice in advertising or promotional activities concerning this competition, or generally. HTDS reserve the right to promote or advertise that a winner has won the Contest.

- **11.** HTDS reserves the right to disqualify any participant/winner if it has reasonable grounds to believe the participant/winner has breached any of these T&C.
- **12.** HTDS, its vendor and/or its subsidiaries shall not be liable to any person or entity for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner or any third party, whether in connection with this Contest, or for breach of any warranty or in tort.
- **13.** Each entrant shall indemnify HTDS, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claim, losses, costs, damages, liability and expenses arising out of the entrant's breach of any of the T&C or arising out of or in connection with their entries to the Contest.
- **14.** Each entrant, by entering the Contest, expressly releases HTDS from any claim, action or demand arising out of or in connection with the Contest or their prize, if any.
- 15. Any provision of the T&C that is prohibited or unenforceable in any jurisdiction shall be 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 T&C.
- **16.** This Contest is being created as a promotional activity for HTDS and all goodwill, copyright, moral rights or other intellectual rights associated with it shall vest exclusively with the company.
- **17.** By participating in the Contest, participants warrant that they meet the eligibility criteria and agree to abide by these terms and conditions.
- **18.** Disqualification: HTDS shall jointly reserve the right to disqualify any participant found to be engaging in fraudulent activities, tampering with the contest process, or violating the terms and conditions outlined herein. Such disqualification may occur without prior notice.
- **19.** Intellectual Property Rights: By submitting entries to the contest, participants grant HTDS the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content worldwide, in perpetuity, and in any manner deemed fit for promotional purposes, without further compensation.
- **20.** Force Majeure: HTDS shall not be liable for any failure to perform its obligations under these terms and conditions if such failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, government regulations, natural disasters, or other force majeure events.
- **21.** Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Delhi.

- **22.** Language: These terms and conditions are drafted in English, which shall be the sole language used in interpreting and enforcing them. Any translation provided is solely for convenience, and the English version shall prevail in the event of any discrepancy.
- **23.** Communication: All communication regarding the contest shall be conducted via the official channels designated by HTDS. Participants are responsible for regularly checking these channels for updates and announcements.
- 24. Independent Contractor: Nothing in these terms and conditions shall be construed as creating a partnership, joint venture, employment, or agency relationship between participants and HTDS. Participants shall have no authority to bind HTDS or incur any obligations on its behalf.
- **25.** Interpretation: The interpretation and application of these terms and conditions shall be at the sole discretion of HTDS. Joint decisions of HTDS regarding any aspect of the contest, including but not limited to eligibility, entries, and prize allocation, shall be final and binding.