

Timezone Spin & Win Contest Terms and Conditions:

1. Contest:

- a. The contest governed by these terms and conditions (**Contest**) is conducted by Timezone Entertainment Private Limited (**Timezone**).
- b. The Contest will commence at 00:00 17th July 2023 and conclude at 23:59 on 30th September 2023 (**Contest Period**).
- c. The Contest comprises a Spin & Win component, which is described in clause 4, and Weekly, Monthly and Mega Prize Draws which are described in clause 5.
- d. By participating in the Contest, each participant agrees to be bound by these terms and conditions.

2. Eligibility:

- a. Subject to the qualification in clause 2.b. below, all residents of the Republic of India aged 18 years and above (**Eligible Participants**) are eligible to enter the Contest.
- b. Employees, contractors and affiliates of Timezone and their respective immediate families (which term shall extend to include any spouse, ex-spouse, child, step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin of the foregoing) are not eligible to participate in the Contest.

3. Entry:

- a. To participate in the Contest, an Eligible Participant must load an existing or new Timezone Powercard which is linked to a valid mobile number and/or email address with a Spin N Win branded campaign offer priced at Rs 5,000, Rs 8,000 or Rs 10,000 (**Eligible Transaction**) at a participating venue identified in Schedule 1 (each a **Participating Venue**) during the Contest Period. An Eligible Participant who has complied with this condition is referred to throughout the balance of these terms and conditions as an Entrant.
- b. Each Entrant will be entitled to:
 - i. one chance to win a Spin & Win prize by performing a single spin of the Spin & Win wheel at the Participating Venue at which, and on the day that, the Eligible Transaction occurred; and
 - ii. a single entry into the Weekly Prize Draw for the week in which the Eligible Transaction occurred;
 - iii. a single entry into the Monthly Prize Draw for the month in which the Eligible Transaction occurred; and
 - iv. a single entry into the Mega Prize Draw.
- c. Notwithstanding the number of Eligible Transactions entered into by an Entrant, each Entrant will only be entitled to a maximum of (1) one chance to win a Spin & Win prize per day during the Contest Period and a maximum of (1) entry into each Weekly Prize Draw, each Monthly Prize Draw and the Mega Prize Draw.
- d. Each Entrant must retain proof of each Eligible Transaction and produce such proof to Timezone upon request. If proof of the completion of an Eligible Transaction cannot be produced by the Entrant, any prize won by the Entrant in connection with that Eligible Transaction will be forfeited.

4. Spin & Win:

- a. Each Entrant may attempt to win a Spin & Win prize by performing a single spin of the Spin & Win wheel at the Participating Venue at which, and on the day that, the Eligible Transaction entered into by that Entrant occurred.
- b. Entrants must make a genuine attempt to spin the Spin & Win wheel and Timezone reserves the right to invalidate an attempt where its personnel (in their absolute discretion) determine that a genuine attempt to spin the Spin & Win wheel has not been made or the Entrant has unfairly attempted to influence the outcome of the spin. In such circumstances the relevant Entrant shall not be entitled to another attempt to spin the Spin & Win wheel and will forfeit the opportunity to win a prize.
- c. Each Spin & Win wheel will be segmented, and each segment will either identify a prize that will be awarded to the Entrant or indicate that no prize has been won if the Spin & Win wheel stops at that segment.
- d. Timezone reserves the right to determine the nature and value of the prizes that may be won through the Spin & Win component of the Contest and may amend or replace such prizes during the Contest Period. The prizes available at Participating Venues may differ.
- e. If an Entrant performs a successful spin of the Spin & Win wheel and wins a prize, that prize will be made available to the Entrant in the form of a digital voucher which can be accessed and added to the Entrant's Powercard that was used to enter the Contest through the Timezone Fun App or the member portal on Timezone's website.
- f. Digital vouchers made available to Entrants in connection with this Contest must be redeemed within thirty (30) days from the date of issue. Vouchers which are not redeemed within this period will automatically expire.
- g. Digital vouchers are linked to the Timezone Powercard that was loaded or reloaded as a consequence of the Eligible Transaction and cannot be transferred to, or redeemed in connection with, any other Timezone Powercard. Each entrant can win the same voucher maximum twice during the campaign period.
- h. The vouchers can be redeemed only at one of the 39 Participating Venues.
- i. Prizes are non-transferable, non-exchangeable, and non-refundable and cannot be combined or redeemed in connection with any other offer.
- j. Vouchers which are lost or misplaced by an Entrant will not be replaced.
- k. If, for any reason, a Spin & Win prize won by an Entrant is unavailable, Timezone reserves the right to replace the prize with a prize of equivalent or greater value.

5. Weekly, Monthly and Mega Prize Draws

- a. Following the conclusion of each week of the Contest Period, Timezone will conduct a prize draw and randomly select three winners from the Entrants who completed an Eligible Transaction during that week of the Contest Period. Each winner will be awarded a Croma or, Amazon or similar gift card valued at Rs. 3,000.

b. Following the conclusion of each month of the Contest Period, Timezone will conduct a prize draw and randomly select a winner from the Entrants who completed an Eligible Transaction during that month of the Contest Period. Each winner will be awarded an iPhone 14 Pro.

c. Following the conclusion of the Contest Period, Timezone will conduct a prize draw and randomly select a winner from the Entrants who completed an Eligible Transaction during the Contest Period. The winner will be awarded a Kawasaki Ninja 300.

d. The foregoing prizes are exclusive of all taxes, duties, registration fees and other charges, each of which must be borne by the winner. If the award of a prize is subject to taxation under the Income Tax Act], and Timezone is required to ensure that the tax payable under that Act is paid, the winner's entitlement to the prize is subject to, and conditional on, the winner paying to Timezone on or before the date that the prize is collected by the winner an amount equal to the tax payable under the Act. Timezone will remit such amount to the relevant taxation authority promptly after receipt. The winner will be afforded not less than seven (7) days to satisfy the condition set out in this subclause failing which the relevant prize will be forfeited by that winner.

e. The winner of each Weekly, Monthly and the Mega Prize Draw will be selected utilising an automated method determined by Timezone in its discretion.

f. Timezone will make no less than three (3) attempts to contact each winner and coordinate a date and time at which the relevant winner can claim their prize at a location nominated by Timezone. If a winner cannot be contacted, the winner will forfeit their prize.

g. Each winner must present personal identification documents and satisfy Timezone as to his or her identity at the time of claiming a prize. If a winner fails to do so, his or her prize shall be forfeited.

h. Title to, and risk in, each prize awarded to a winner of the Weekly, Monthly and Mega Prize Draws passes to the winner at the time that the prize is claimed by the winner and Timezone will not be liable for any loss or damage to the prize that occurs on or after that time.

i. Timezone will take reasonable steps to provide each winner with the benefit of any transferrable warranty extended by the manufacturer of the prize won by that winner but will not otherwise be responsible or liable for any defects in that prize.

j. If, for any reason, a prize won by an Entrant in a Weekly, Monthly or Mega Prize Draw is unavailable, Timezone reserves the right to replace the prize with a prize of equivalent or greater value.

k. Images and details of prizes published by Timezone in connection with the Contest are for general information purposes only and the specifications (including, but not limited to, the model or colour) of the prizes awarded to the winner of each Weekly, Monthly and Mega Prize Draw may differ from those depicted in the material published in connection with the Contest.

l. Prizes that are not claimed within thirty (30) calendar days from the date on which the winner was notified shall be forfeited.

m. If a prize is forfeited under clauses 5d., 5f., 5g. or 5k. above, Timezone will conduct a replacement draw and randomly select an alternative winner from the relevant pool of Entrants. If the prize is not successfully claimed by the replacement winner, up to a total of three (3) such replacement draws will be conducted for each of the Monthly and the Mega Prize Draws.

n. No correspondence or claims shall be entertained in the event that a prize is forfeited in accordance with these terms and conditions. Each Entrant irrevocably releases Timezone from all such claims and agrees that these terms and conditions may be pleaded as by Timezone as a bar to any such claim brought by an Entrant.

6.General Conditions:

a. Except for any liability that cannot by law be excluded, Timezone (including its respective officers, employees and agents) is not responsible for and excludes all liability (including in negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Contest, including but not limited to:

i. any technical difficulties or equipment malfunction (whether or not under Timezone's control);

ii. any theft, unauthorised access or third party interference;

iii. any prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Timezone) except where directly caused by Timezone;

iv. any tax liability incurred by an individual as a result of participation in, or the award of a prize in connection with, this Contest; or

v. use of a prize awarded in connection with the Contest.

b. By participating in the Contest, participants agree to allow Timezone to use their names, photographs, and testimonials for promotional purposes.

c. Timezone reserves the right, at all times, even if an Entrant has completed an Eligible Transaction, to verify any details related to that Entrant's entry into the Contest and/or redemption of a prize, including the validity of the entry and the Entrant's identity (including age and place of residence). If there is a dispute as to the identity of an Entrant, Timezone reserves the right, in its sole discretion, to determine the identity of the Entrant.

d. Timezone reserves the right, in its sole discretion, to disqualify any person who Timezone has reason to believe has breached any of these terms and conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Contest. Failure by Timezone to enforce any of its rights does not constitute a waiver of those rights. Timezone's rights to recover damages or other compensation from any such persons are reserved at all times.

e. Prizes are not transferrable or exchangeable and cannot be taken as cash.

f. If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond Timezone's reasonable control, including but not limited to forced government closures, technical difficulties, unauthorised intervention or fraud, Timezone reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any individual or, subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Contest, as appropriate. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

g. Any cost (such as internet service provider costs) associated with accessing Timezone's website and/or the Timezone Fun App is the Entrant's responsibility.

7. Privacy:

- a. Any personal information collected from participants will be used for the purposes of administering the Contest, awarding prizes and conducting future marketing promotions. By entering this Contest, each Entrant consents to receiving commercial and promotional communications from Timezone and to the use of his or her personal information in accordance with Timezone's privacy policy.
- b. Personal information will be handled in accordance with applicable data protection laws and Timezone's privacy policy (which is available at <https://www.timezonegames.com/en-in/privacy>).
- c. Each Entrant irrevocably consents to the collection, storage, use and disclosure of his or her personal information in accordance with applicable laws and Timezone's privacy policy.

8. Governing Law:

- a. The Contest and these Terms and Conditions shall be governed by and construed in accordance with the laws of India.
- b. Any disputes arising out of or in connection with the Contest shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.

9. The Spin & Win Contest is not applicable in the State of Tamil Nadu

Schedule 1 - List of Participating Venues:

Phoenix Mall Ahmedabad, Mall of Amritsar, Forum Koramangala, Forum Mall FEC – Shantiniketan, Orion Mall – Bangalore, Phoenix MarketCity FEC – Bangalore, DB Mall – Bhopal, Esplanade One Mall – Bhubaneswar, Hilite – Calicut, Unison Dehradun, Ambience Mall - ,Gurgaon, Ambience Mall Vasant Kunj, Gaurcity Noida, Logix City Center, Pacific Mall – Delhi, GVK One Mall – Hyderabad, Phoenix Mall Indore, City Center Mall – Kolkata, South City Mall – Kolkata, Phoenix Palassio, Growels Mall Kandivali, Inorbit Mall – Malad, Inorbit Mall – Vashi, Korum Mall – Thane, Oberoi Mall Goregaon (FEC), Phoenix Palladium Lower Parel, R City Mall(FEC) – Ghatkopar, The Capital Mall – Vasai, The Phoenix Mall – Kurla, Xperia Mall – Dombivali, Virtuous Retail – Nagpur, City Center Nasik, City Center Patna, Phoenix MarketCity – Pune, Seasons Mall – Pune, Magneto Mall Raipur, Nucleus Ranchi, Nexus Celebration Mall, Inorbit Mall - Vadodara