### **Contest Official Rules and Regulations**

#### **Definitions**

In these Official Contest Rules ("Rules"), the following terms have the meanings set out below. In addition, other capitalized terms have the meaning so given to them:

- Each entrant or participant completely releases Twitter of any liability.
- The promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.
- The participant is providing information to Sterling Holiday (Resorts) India Limited and not to Twitter.
- "Contest" means the contest, game, sweepstakes, promotion, marketing activity or other event specified.
- "Contest Facilitators" means, collectively, the Administrator, the Organizer and any sponsors arranged by the Organizer.
- "Contest Site" means <a href="http://www.indiaunveiled.org/#">http://www.indiaunveiled.org/#</a>and Twitterprofile<a href="https://twitter.com/WorldOfSterling">https://twitter.com/WorldOfSterling</a>.
- "Administrator" means Sterling Holiday (Resorts) India Limited.
- "Organizer" means Sterling Holiday (Resorts) India Limited.
- "Prize" or "Prizes" means the prize or prizes (if there are multiple prizes) to be awarded for a particular Contest as specified in the Contest Summary.
- "Region" means India; and
- "Site" means www.sterlingholidays.com and any services available thereon.
- "Contest Requirements" The contest requirements are:
  - a. The person entering the contest must be 18 years of age or above.
  - b. The person must be a 'Follower' of the Sterling Holidays official Twitterpage (@WorldOfSterling)
  - c. Every day separate contests will be moderated
  - d. You will have to follow the rules of each specific contest and use #IndiaUnveiled in your tweets to be able to qualify as a winner
  - e. The tweets must also mention @WorldOfSterling

### **Eligibility**

The Contest is FREE to enter and open to all individuals, who are legal residents of the Region(s) specified and have reached the age of 18 at the time of their Entry (as defined below) ("you" or "Contestant").

It is your responsibility to ensure that you are legally eligible to enter the Contest under any laws applicable to you in your jurisdiction of residence or otherwise. The employees, officers and directors of the Contest Administrators and Facilitators as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer and director are allowed to participate but not eligible to win any prize in the Contest. The Contest is void in Regions specified and where prohibited by applicable federal, state, provincial or local laws, rules or regulations.

## **Agreement to Official Rules**

By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Organizer and/or Administrator, which are final and binding in all matters related to the Contest. Whether or not you receive a Prize is contingent upon fulfilling all requirements set forth in these Rules. The Contest is subject to all applicable federal, state, and local laws. The Organizer is responsible for ensuring the Contest complies with all laws in all jurisdictions where the Contest is offered. CONTESTS are void where prohibited by law.

## How long does the contest run?

Contests Start Aug 12, 2014 @ 12.00 pm (IST)

Contests End Aug 15, 2014 @ 08.00 pm (IST)

Contest Structure

Contests will be moderated every day from Aug 12, 2014 to Aug 15, 2014 from 10.00 am to 8.00 pm. The last day of the contest will be Aug 15, 2014.

The declaration of winners will be ongoing.

For the 'India Dil Se' contest, winnerswill be selected based on their continual activity on the handle over the four days of the campaign.

# Who's the Jury?

A panel selected by Sterling Holidays

### How are the Winners selected?

Winners will be selected based on the authenticity and validity of their stories for each specific contest.

For the supporting contest, they will be selected based on whether they complete all that is asked of them, and if their answers are correct.

Followers will have to ensure that they submit entries for a specific contest only when it is live. If a follower tweets a story when the competition is closed for the day, his/her entry will not be taken into account.

#### **How to Enter**

You can enter by answering the question on the timeline of Sterling Holidays Twitter page, as a tweet.

To be eligible to win a 'Prize', your entry ("Entry") must fulfill all contest requirements:

The participant can tweet multiple stories.

Entries that do not include all the required information and do not adhere to the Rules will be considered void. The Contest Facilitators are not responsible for lost, misdirected or incomplete Entries. The Organizer determines if an Entry meets the Contest Requirements and otherwise complies with the Rules.

#### **Terms of Submission**

You may enter the contest by submitting more than one entry. By participating in the Contest you permit public display in connection with your Entry. However, only one correct entry will be considered for the purpose of adjudication.

### **Rights Granted by you**

By entering this Contest, you agree that:

- (a) The Administrator and the Organizer will have the right to use all or a part of your Entry, your name and address (city and state/province/territory), and the names, likenesses, photographs, voices and images of all persons appearing in the Entry anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without notice to you and without consideration, review or approval from you; and
- (b) You agree that you will not now nor in the future be paid for your Entry or for granting the Administrator or Organizer any of the rights set out in these Rules.
- (c) By participating in the contest and sharing your contact details you authorize Sterling Holiday Resorts (India) Limited to send occasional emails/phone calls/SMS with special offers and related information.

### **Your Representations and Warranties**

By entering the Contest, you represent and warrant that:

- (a) you assume full and complete responsibility and liability for the content of your Entry and shall indemnify and hold harmless Sterling Holiday Resorts (India) Limited, Sterling Holidays, the Contest Administrator, Organizers, and any Sponsors from and against all demands, claims, or liability related to your Entry, or related to any allegations that your entry infringes on the privacy, copyright or intellectual property rights of a third party.
- (b) your Entry, the use thereof by the Contest Facilitators, or the exercise by the Organizer or Administrator of any of the rights granted by you under these Contest Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
- (c) You have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted to the Contest Facilitators under these Contest Rules;

- (d) All persons who were engaged by you to work on the Entry, who appear in the Entry in any manner, or have contributed to the Entry have:
- (i) Given you their written consent to submit the Entry without claims for payment of any kind; and
- (ii) Provided written permission to include their name, likenesses, image or pictures in or with your Entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Contest Facilitators to provide such permission in writing to the Contest Facilitators; and
- (g) You have read, understood, accept and agree to be bound by the Administrator's Terms of Service and Privacy Policy set out for the contest as they may be amended from time to time.
- (h)You take sole responsibility that your entry is not obscene and not going to hurt anyone's sentiments, religious beliefs, status etc.

#### **Prizes**

The Organizer will provide the Prize(s) to be awarded for the Contest. No substitution of a Prize will be made unless the Organizers, in their sole discretion, determine otherwise. A Prize must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible Entries received for the Contest Period. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more potential winners of Prizes than contemplated in these rules, there will be a random draw amongst all eligible Prize claimants after the Contest Closing Date (as set out in the Contest Summary) to award the correct number of Prizes.

Performance of prizes will be as per the warranty of the manufacturer and Sterling Holiday Resorts (India) Limited will be, in no way, responsible for the performance quality of the said prizes

# Winner(s)

The winner(s) ("Winner(s)") of the Prize(s) will be selected, as specified in the Contest Rules, from all eligible Entries received. If you are selected as a Winner, you will be notified of the selection of your entry as a winner on our Twitter page and requested to send an acknowledgement mail toonline.support@sterlingholidays.com with address of communication and a scanned copy of identity proof. If you do not respond to the notification of your selection as a Winner within five (5) days, an alternate Winner will be selected to receive the Prize. All decisions of the Organizer in selecting the Winner (s) are final and binding on all Entrants in all matters relating to the Contest.

#### To Redeem Prize

Except where prohibited, a Winner (or his/her parent/legal guardian if the Winner is a minor in his/her jurisdiction of residence) shall be required to execute and return to the Organizer within ten (10) days of the date notice or attempted notice is sent, an Eligibility, Declaration of Compliance with the Rules and Liability & Publicity Release Form ("Declaration and Release Form") in order to claim the Prize. A Prize is personal to the Winner and is non-transferable. If a Winner cannot be contacted, or fails to execute and return the Release Form within the required time period (if applicable), or if the Prize is returned as undeliverable, the Winner forfeits the Prize. Acceptance of any Prize shall

constitute and signify the Winner's agreement and consent that the Contest Facilitators may use the Winner's name, photo, city, state, likeness, Entry and Prize information in connection with the Contest, worldwide, including on the internet, without limitation and without further payment or consideration, except where prohibited by law. Each Winner (or his/her parent/guardian if the Winner is a minor) is responsible for all taxes and fees associated with receipt of the Prize.

#### To Redeem Prize

Who's the Jury?

A Panel selected by Sterling

The judges will review and assess each entry in accordance with the following criteria:

- 1. Correct Answer (50%)
- 2. Jury Vote (50%)

The entry that receives the highest score when assessed against the aforementioned criteria will be declared the winner of the Contest.

Jury (Sterling Holidays) decision on the Holiday Motivation contest, based on the various criteria mentioned above will be final. In the event of a tie between two or more entries, a random draw will be conducted to determine the winning entry or a jury vote will decide the winner. The Organizers or their representative will attempt to contact the winner on Twitter page of Sterling Holidays. If the selected entrant cannot be contacted, or fails to respond to any contact, within two (2) business days, he/she will be disqualified and the Sponsor reserves the right to contact the entry with the next highest score as awarded by the judging panel. Odds of winning the contest will depend upon the application of the criteria referred to above to each finalist entry.

#### **General Conditions**

The Contest Facilitators have the right to verify your eligibility and compliance with these Rules, and to disqualify you on the basis of the investigation.

- 1. Your personal information will be processed in accordance with the Administrator's Privacy Policy, as amended from time to time. You should direct any request to access, update, or correct your personal information to Administrator.
- 2. You are allowed to participate more than once for the contest, but you may not enter with multiple fake e-mail and/or street addresses, nor may you use any other device or artifice to submit more entries. If you use fraudulent Entry methods, or otherwise attempt to participate with fake multiple e-mail and/or street addresses under multiple identities, or use any device or artifice to enter more than one (1) Entry, you will be disqualified. In the event of a dispute as to any Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the person who made the Entry. For the purposes of these Rules, the authorized "account holder" is the natural person assigned an e-mail address by an internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address.

- 3. Nothing contained in these Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venture partners, principal and agent, employer and employee, co-owners or entrants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Organizer.
- 4. By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Contest Facilitators and the members of the voting community, which are final and binding on all matters relating to this Contest.
- 5. Contest Facilitators reserve the right to cancel, modify or suspend the Contest at any time (subject to approval of any regulatory body having jurisdiction), if it is determined that the Contest cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest.

# **Liability Provisions**

- 1. The Contest Facilitators are not responsible for human error, theft, destruction, or damage to Entries or other factors beyond reasonable control. You assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries.
- 2. The Contest Facilitators make no warranty, representation or guarantee, express or implied, in connection with its ability to in any way enable, develop or market the idea set forth in your Entry.
- 3. The Contest Facilitators shall not be liable to a Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming for reasons beyond the reasonable control of the Contest Facilitators unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Organizer's control.
- 4. The Organizer, Administrator and their employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies (the "Released Parties") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by Site or Contest Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to an Entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site or any Contest Site.

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE SITE OR ANY CONTEST SITE OR UNDERMINE THELEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH ANATTEMPT BE MADE, THE ORGANIZER AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCHPERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.

5. LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS,

REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OFANY KIND OR NATURE FOR ANY INJURY. LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, ANDDAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROMTHE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREINOF YOUR ENTRY, ORPARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHINGON THE SITE AND ANY CONTEST SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR APARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OREXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

## **Governing Law**

Any claims, disputes or differences arising under or in connection with this Contest or anything done or omitted to be done pursuant thereto shall be governed according to the laws of India and subject to the exclusive jurisdiction of the courts in Chennai