

## Terms and conditions for Disney+ Hotstar Promotion Offer

### A. Offer for New Advertisers:

1. This Offer entitles New Advertisers to Bonus Ad Impressions on an Eligible Campaign on the Site.
2. Offer is valid for 1 (one) Eligible Campaign booked by a New Advertiser on the Site.
3. A New Advertiser shall mean a user which meets the following conditions: (i) user is not an agency and the Campaign is directly for the user's goods and services; (ii) user has registered on the Site and created the Business Account as an 'advertiser'; (iii) user has complied with the Terms of Service available [here](#) and added Ad Credits in its Business Account corresponding to the Campaign Budget in accordance with the Terms for an Eligible Campaign; and (iv) user has not previously booked any Campaign on the Platform through the Site directly or indirectly through an agency.
4. An Eligible Campaign shall mean the first Campaign booked by a New Advertiser which meets the following conditions:
  - (i) The Campaign should be the first Campaign booked by the Advertiser on the Site for ACC Asia Cup 2023 or ICC Men's Cricket World Cup, 2023;;
  - (ii) the Ad Credit pursuant to the Campaign Budget has been added in the Advertiser's Business Account for payment of the Advertising Fee for the Campaign and no disputes are raised thereof; (iii) the Campaign should be for mobile inventory. For the sake of clarity, in the event an Eligible Campaign consists of mobile inventory and CTV inventory, this Offer shall only be applicable to the extent of the mobile inventory.
5. Upon a Campaign qualifying as an Eligible Campaign, as determined by us in our sole discretion, we will apply this Offer and show the Bonus Ad Impressions which the New Advertiser is eligible for at the time of creation of Campaign.
6. In the event any Eligible Campaign created does not pass the qualitative checks by Novi and is rejected, this Offer shall be applied to the subsequent Eligible Campaign created by the New Advertiser on the Site, For the sake of clarity, this Offer A shall solely be applied to the first Eligible Campaign approved by Novi.-
7. The Offer entitles the New Advertiser for Bonus Ad Impressions on mobile inventory on the Platform. "**Bonus Ad Impressions**" shall mean additional Ad Impressions of a value as per the below slabs based on the Campaign Budget for the Campaign:

Platform	Matches	Targeting Type	Rate Card	Bonus Ad Impressions
Mobile	Non India (League Matches)	ROS	80	63%
Mobile	Non India (League Matches)	1L Targeted	100	33%
Mobile	Non India (League Matches)	2 Level Targeted	120	20%
Mobile	Non India +India (League Matches)	ROS	210	63%
Mobile	Non India +India (League Matches)	1L Targeted	280	41%

Mobile	Non India +India (League Matches)	2L Targeted	340	37%
Mobile	India only or Knockout Matches	ROS	210	41%
Mobile	India only or Knockout Matches	1L Targeted	280	41%
Mobile	India only or Knockout Matches	2L Targeted	340	37%

8. The Bonus Ad Impressions shall be: (i) computed at the same rates as the Ad Impressions for the Eligible Campaign; (ii) delivered during the course of the period of the Eligible Campaign; (iii) delivered on the same Advertising Creative as approved for the Eligible Campaign; (iv) delivered to the same target audience/user as notified as part of the Campaign Details for the Eligible Campaign; and (v) delivered on the same event/property as the Eligible Campaign; (vi) delivered solely on mobile inventory.

Example: Where (i) the Campaign Budget for an Eligible Campaign for Non-India (League Match) is Rs. 1,00,000/-, the New Advertiser shall be eligible for Bonus Ad Impressions of an amount equivalent to of Rs. 63,000/- (i.e. 63% of Rs 1,00,000/0)

9. For the sake of clarity, the Bonus Ad Impressions shall be provided only for the Eligible Campaign and cannot be split across different Campaigns of the New Advertiser.
10. The Eligible Campaign and delivery of the Ad Impressions shall be executed solely through the Site. Novi shall not be responsible for, nor incur any liability for any delay/failure to execute the Bonus Ad Impressions in case of a delay/failure on the part of the New Advertiser to comply, to Novi's satisfaction, with the requirements set out herein and in the Terms.
11. In the event an Eligible Campaign is cancelled/paused, then the New Advertiser shall not be entitled to the Bonus Ad Impressions, nor any refund of the Advertising Fee paid by the New Advertiser.
12. Bonus Ad Impressions shall be delivered on a best effort basis.
13. The tracking of the progress for the Eligible Campaign shall be as per the Terms. The Report for the Eligible Campaign shall contain details of the Bonus Ad Impressions delivered.
14. A New Advertiser is eligible for one-time Bonus Ad Impressions basis the Eligible Campaign.
15. The Bonus Ad Impressions are non-transferable, non-refundable, non-negotiable and cannot be encashed.
16. The Advertising Fee for the Campaign shall be inclusive of price for Bonus Ad Impressions, if any.
17. A consolidated invoice will be issued for the Advertising Fee which will include value of Bonus Ad Impressions, if any.

## B. General Terms and Conditions

1. The Offer/ Offer benefits are non-transferable, non-negotiable.
2. Incomplete / rejected / invalid / returned /disputed/ unauthorized/fraudulent transactions relating to a Campaign will not be considered for the Offer.
3. For any queries regarding the Offer or to set up the Offer, you can write to us at [Adsmanager.support@hotstar.com](mailto:Adsmanager.support@hotstar.com) and our team will get in touch with you to help.
4. Any dispute relating to the Offer or these terms and conditions shall be subject to the jurisdiction of the courts of Mumbai only.
5. Novi reserves the right to disqualify the New Advertiser or Eligible Agency from the benefits of the Offer , at our sole discretion, including if any fraudulent activity is identified as being carried out by the New Advertiser or Eligible Agency for the purpose of availing the benefits under the Offer.
6. Any taxes, duties, levies or liabilities or charges payable to the government or any other authority or body, if any, shall be borne directly by the New Advertiser/Eligible Agency and Novi will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
7. Novi reserves the absolute right at any time to add, alter, withdraw, modify or change or vary any or all the terms and conditions of the Offer at its discretion and the same shall be binding on the New Advertiser/Eligible Agency at all times. Novi also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever to the New Advertiser/Eligible Agency.
8. The Offer shall be subject to force majeure events and on occurrence of such event, the Offer may be withdrawn at the discretion of Novi.
9. Novi shall not be liable for any loss or damage arising due to a force majeure event.
10. Novi shall not be liable to for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with the Offer.
11. Nothing expressed or implied in the Offer shall in any way waive or amend any of the applicable Terms.
12. This Offer is subject to applicable law and regulations and the said Offer would be modified / discontinued based on the prevailing law /regulation at any point of time and Novi shall not be under any liability or obligation or continue implementation of the said Offer till such time the terms are modified as per the prevailing/ amended law at that point of time. In the event, that the Offer cannot be continued without total compliance of the prevailing law at any point of time, this Offer shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Offer comes into force.
13. This Offer shall be subject to all applicable laws, rules and regulations which are in existence and which may be promulgated anytime by any statutory authority.
14. By availing this Offer, it would be deemed that the New Advertiser/Eligible Agency has given consent to contact the New Advertiser/Eligible Agency through call, SMS or email on the details provided by them for the purpose of this Offer.
15. This Offer is valid only in India.
16. New Advertiser/Eligible Agency is not bound in any way to participate in this Offer. Any participation is voluntary and the Offer is being made purely on a best effort basis.

17. Novi shall not be responsible for any loss, injury or any other liability arising due to participation by any person in this Offer.
18. New Advertiser and Eligible Agency hereby agrees to indemnify and keep Novi harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Novi as a consequence of (i) violation of terms of this terms and conditions by New Advertiser or Eligible Agency (as the case may be); (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence, on the part of the New Advertiser or Eligible Agency (as the case may be).
19. All the capitalized terms used in these terms and conditions, unless defined herein, shall have the same meaning as ascribed to them in the Terms of Service available [here](#).
20. The Eligible Campaign and Ad Impressions pursuant to the Eligible Campaign shall be governed by and executed in accordance with the Terms. The Bonus Ad Impressions, shall also be governed and by executed in accordance with the Terms, except to the extent modified or otherwise changed by these terms and conditions.