

## What is your Passport to success?

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THESE OFFICIAL RULES APPLY TO THE “WHAT IS YOUR PASSPORT TO SUCCESS?” PROMOTION (“PROMOTION”) SPONSORED BY BLACKBERRY INDIA PVT LTD (“SPONSOR”) AND ADMINISTERED BY TEXT100 INDIA PVT LTD (“PROMOTION ADMINISTRATOR”) (TOGETHER, THE “PROMOTION ENTITIES”). PROMOTION VOID OUTSIDE INDIA, AND WHERE PROHIBITED BY LAW. BY ENTERING, YOU ARE DEEMED TO HAVE READ, ACCEPTED AND AGREED TO BE BOUND BY THESE OFFICIAL RULES. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER INC. (“TWITTER”).**

#### 1. PROMOTION PERIOD:

The Promotion begins at 9:00 AM IST on September 27, 2014 and ends at 11:59 PM IST on September 29, 2014 (the “Promotion Period”).

Draw Period	Draw Period Start	Draw Period End
1	9:00 AM IST on Saturday September 27	11:59 PM IST on Monday September 29

The draw will be held on the day following the Draw Period End date, after the Draw Period has closed.

#### 2. ELIGIBILITY: To be eligible, you must be (a) a legal resident of India and (b) at least 18 years old as of September 27, 2014.

Employees, contractors, directors and officers of Promotion Entities and their respective parents, affiliates, subsidiaries, distributors, sales representatives, retailers and advertising, promotion and judging agencies and all other service agencies and providers involved with the Promotion, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and households of each, whether or not related are not eligible to participate or win.

By entering this Promotion, entrants agree to abide by these Official Rules and the decisions of Promotion Entities which shall be final and binding on all matters relating to this Promotion.

#### 3. HOW TO ENTER: To enter, begin by following @BlackBerryIN (<http://twitter.com/BlackBerryIN>). During the Draw Period, @BlackBerryIN will send out various Tweets regarding the Promotion and asking followers to Tweet their answer to “What is your Passport to success?” To qualify for the draw during the Draw Period, send a reply to @BlackBerryIN during the Draw Period featuring your response to “What is your Passport to success?” and using the hashtag #BBPassport. Each Tweet will be considered an “Entry”. All Entries must be Tweeted by the entrant him/herself within the time outlined for the Draw Period to be eligible. All eligible Entries will be entered into a random draw to award the Prize(s). There is a limit of one (1) Entry per person and per Twitter account in the Draw Period. Any Entries received by any person or Twitter account in excess of the stated limitation will be void. The use of automated devices or any other mechanism that will circumvent the proper conduct of this Promotion, whether intentional or otherwise, is prohibited.

Any entrant who intentionally and/or fraudulently provides incorrect personal data may be eliminated at Promotion Entities’ discretion. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Twitter account at the time of entry. Sponsor reserves the right to suspend, modify and re-run the Promotion, as required, if, in its reasonable opinion, there are insufficient Entries.

- 4. WINNER SELECTION AND NOTIFICATION:** One (1) random draw will be conducted as outlined in section 1 from among all eligible Entries received during the Draw Period. The first Entry selected will be eligible to receive the First Prize (as defined below). The potential winner will be informed directly via Twitter direct message within approximately 24 hours of the Draw Period End. If (i) a potential winner is found to not be in compliance with these Official Rules, (ii) any prize notification is not responded to within five (5) business days, (iii) any Prize or potential winner notification is returned as undeliverable, or (iv) the potential winner is unable to accept the Prize for any reason, the potential winner will be disqualified, his/her Prize will be forfeited, and an alternate potential winner will be selected in a random drawing from among all remaining eligible entries received. If the Prize is not successfully claimed by potential winner within seven (7) days of initiation, it will be forfeited and an alternate potential winner will be selected.

Before being declared a Winner, the potential winner may be required, at Sponsor's discretion, to complete, sign and return an Affidavit of Eligibility/Liability Release and, where lawful, Publicity Release within seven (7) days of being notified in order to claim the Prize. If potential winner fails to sign and return the Affidavit of Eligibility/Liability Release and, if applicable, Publicity Release within the required time period, Sponsor will award the applicable prize to an alternate potential winner selected through a random drawing from among all remaining eligible entries. Up to three (3) alternate potential winner drawings will be held, after which the Prize will remain un-awarded. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY PROMOTION ENTITIES WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE, AFTER WHICH THEY ARE CONSIDERED A "WINNER".

- 5. PRIZES:** There is one (1) prize available to be won during the Promotion Period (the "First Prize" or "Prize").

The Prize (one in total) consists of one (1) BlackBerry Passport smartphone. Approximate retail value: \$600

Prize will be delivered by post to Winner's residence and will only be delivered to verified Winner. The prize will be shipped post October 10, 2014. Please allow approximately seven (7) business days for delivery. Prize is not transferrable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsor's discretion. Sponsor reserves the right to substitute a prize of equal or greater monetary value if a Prize cannot be awarded as described for any reason. Winner will be solely responsible for any and all applicable federal, state, provincial, territorial and local taxes and any other costs, expenses and fees associated with accepting and receiving the Prize. In the event any tax withholding is required by law for any Prize, winners authorize Sponsor to make the corresponding deduction.

- 6. LICENSE TO USE ENTRY:** BY ENTERING, EACH ENTRANT GRANTS TO SPONSOR AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE, TRANSFERABLE LICENSE OF UNLIMITED RIGHT, TITLE AND INTEREST IN AND TO HIS/HER ENTRY, INCLUDING, BUT NOT LIMITED TO, ALL COPYRIGHT AND TRADEMARK RIGHTS THEREIN AND THERETO AND ALL RENEWALS AND EXTENSIONS THEREOF, THROUGHOUT THE UNIVERSE, IN PERPETUITY, FOR ALL PURPOSES, IN ANY AND ALL MEDIA, WHETHER NOW KNOWN OR HEREAFTER DEvised, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE ENTRY, ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE ENTRY, AND AGREES THAT IF SPONSOR ELECTS TO USE THE ENTRY FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S ENTRY OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S ENTRY, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE ENTRY CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR, ITS EMPLOYEES, OFFICERS, DIRECTORS, PARENT, AFFILIATES, SUBSIDIARIES, CONTRACTORS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND

ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE ENTRY.

7. **INTERNET/TECHNICAL ERRORS:** Promotion Entities are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries or emails or for any incorrect or inaccurate Entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error or fraud, which may occur in the processing of the Entries. Promotion Entities are not responsible for computer system, phone line, hardware, software, cable, satellite, Internet Service Provider (ISP) or program malfunctions, or other errors, failures or delays in computer transmissions or network connections. Promotion Entities are not responsible for any errors whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to, or in connection or by any human error that may occur in the processing of the entries in the Promotion including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, views, postings and/or shares (as applicable), the announcement of the Prizes, or in any Promotion-related materials, or other failures of any sort, fire, epidemic, explosion, act of God, riot or civil disturbance, war, terrorist threat or activity, any federal, state or local government law, or any other cause not reasonably within Promotion Entities' control. Promotion Entities reserve the right at their discretion, to disqualify any individual and void his or her Entry(ies) who tampers with the entry process.
8. **RIGHT TO CANCEL, TERMINATE, MODIFY OR SUSPEND:** If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond the control of Promotion Entities, subject to applicable laws, Promotion Entities may in their sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected Entries. In the event the Promotion is cancelled or terminated, the Promotion Entities reserve the right to award the prize through a random draw from among all eligible Entries received up to the time of the impairment. In the event of such an occurrence Sponsor may post a notice on @BlackBerryIN
9. **PRIVACY:** Please see Sponsor's Privacy Policy located at [http://na.blackberry.com/eng/legal/privacy\\_policy.jsp](http://na.blackberry.com/eng/legal/privacy_policy.jsp) for details regarding the use of personal information collected in connection with this Promotion. By participating, entrants agree to the collection and use of their personal information for the purposes of administering this Promotion and awarding the Prize(s) and as stated in Sponsor's Privacy Policy. Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, biographical information, Entry, voice and/or likeness for advertising and/or publicity purposes in any and all media now known or hereinafter invented or developed without territorial and without additional compensation, notification or permission, in perpetuity.
10. **RELEASE: BY ENTERING, AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ENTRANTS AGREE: (A) TO RELEASE SPONSOR, PROMOTION ADMINISTRATOR, TWITTER, AND ANY THIRD PARTY RETAINED BY OR ON BEHALF OF PROMOTION ENTITIES FOR THE PURPOSES OF EXECUTING AND ADMINISTERING THE PROMOTION AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION AND JUDGING AGENCIES AND ALL OTHER SERVICE AGENCIES AND PROVIDERS INVOLVED WITH THIS PROMOTION AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE INCURRED WITH RESPECT TO THEIR PARTICIPATION IN THE PROMOTION AND THE AWARDING, RECEIPT, POSSESSION, AND/OR USE OR MISUSE OF ANY PRIZE; AND, (B) THAT UNDER NO CIRCUMSTANCES WILL THEY BE PERMITTED TO OBTAIN AWARDS FOR, AND THEY HEREBY WAIVE ALL RIGHTS TO CLAIM, ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR OTHER COURT COSTS, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES.**

Any waiver of any obligation hereunder by Promotion Entities does not constitute a general waiver of any obligation to entrants. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction and will not place Promotion Entities under any obligation, and Promotion Entities are free to disclose the ideas contained in the Entry, on a non-confidential basis, to anyone or otherwise use the ideas

without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees or contractors or obtained from other entrants or sources other than you. Released Parties do not guarantee the posting of any Entry and may remove any Entry at any time.

**WITHOUT LIMITING THE FOREGOING, EVERYTHING RELATED TO THE PROMOTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

- 11. GOVERNING LAW:** This Promotion is governed by, subject to and is to be interpreted, construed and enforced in accordance with the federal, provincial, state, territorial and local laws of the Republic of India without regard to conflict of law principles. Any dispute under these Official Rules shall be subject to the non-exclusive jurisdiction of the courts of Delhi. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and consent to the jurisdiction of the courts of Delhi. You further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to these Official Rules.

Any provision in these Official Rules which is held to be invalid or unenforceable for any reason by any court, governmental department, body or tribunal, or in any applicable jurisdiction shall be ineffective to the extent of such invalidity or unenforceability and will not invalidate or render unenforceable the remaining provisions hereof and should any provision be held invalid or unenforceable in an applicable jurisdiction such provision shall not be invalidated or rendered unenforceable in any other jurisdiction.

- 12. WINNER LIST:** For a list of Winners, contact @BlackBerryIN through Twitter direct message (DM).
- 13. SPONSOR/PROMOTION ADMINISTRATOR:** The Promotion is Sponsored by BlackBerry India Pvt. Ltd., The Executive Centre, Level 2, Kalpataru Synergy, Opp Grand Hyatt, Santacruz East, Mumbai - 400 055. The Promotion is administered by Text 100 New Delhi 2nd Floor, TDI Centre, Plot Number 7, Jasola District Centre, New Delhi – 110025.