

Terms and Conditions for Humari Funny Kahani for the Show Khidki Contest  
The following terms and conditions (“T&Cs”/ “**Terms and Conditions**”) shall be applicable to Sony Pictures Networks India Private Limited (“SPN”) owned television channel ‘SAB’ (“**Channel**”) contest relating to its show KHIDKI” (“**Show**”) . The Contest shall be an on-going contest and shall commence from 20<sup>th</sup> March, 2016 till such time as per SPN’s discretion and shall be termed as follows:

“ Humari Funny Kahani” for the Show Khidki Contest conducted on [www.sabtv.com](http://www.sabtv.com)

The above contest shall be referred to with its respective Contest title on [www.sabtv.com](http://www.sabtv.com) which are owned by SAB TV.

Contest “Basic T&Cs”:

Following are the terms that shall be applicable to the Contest:

1. The Contest is open only to Indian citizens, residing in India. Citizens and/or residents of countries other than India are not eligible to participate. Citizens and/or residents of countries other than India residing in India are not eligible to participate.
2. The Participants must be above the age of five (05) years to participate in the Contest as on the date of the Contest.  
(All persons fulfilling conditions mentioned in section 1 & 2 shall be hereinafter referred to as “*Participants*”. By participating in the Contest, you (“Participant”) signify your assent to these Terms and Conditions stated below)
3. In case of minors :  
Participants below the age of 18 (eighteen) years (“**Minors**”) should be registered by their Parent. Parent or Guardian shall mean the natural parent of the Participant(s) being his or her biological Father or Mother. Guardian shall mean such Guardian as appointed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890. Any other claim for Guardianship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participant(s).
4. Contest shall be open for participation as per the timelines specified in the T&Cs for Contest.
5. Participants who are minors shall participate only under the strict parental guidance and monitoring by the Registrant(s). If it is found that the registration has been done by the minor Participant(s) without the knowledge/consent/approval of their Registrant(s)/Parent/Guardian or using the mobile phone registered in the name of the Registrant(s)/Parent/Guardian then such registration shall be invalid and shall stand cancelled.
6. Employees, agents and promoters (including their immediate family members) of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
7. The Contest terms and conditions shall be mentioned on SPN’s website [www.sabtv.com](http://www.sabtv.com) (“**Website**”). The Participants agree that by participating in the Contest, the Participants shall be bound by the terms and conditions provided at the Website.
8. The Participants shall be required to provide basic personal information about them including but not limited to Participants name, address, telephone number or mobile number and email address in order to register and participate in the Contests. The information provided by the Participants may be used by SPN for internal purposes and to send in the future to the Participants promotional information pertaining to the SPN network. Providing information to us is your choice. The Participant by providing the aforesaid sensitive personal information hereby agrees that SPN shall have the right to

share the information so collected with such other third party as SPN is required for the purpose of the Contest and hereby agree that they shall not file any claim against SPN for sharing for such personal information. By participating in the Contest Participant hereby consent to receiving information about various marketing promotional activities/events of SPN including but not limited to receiving information/being contacted by the research team of SPN. However, by registering on the Website, you agree to allow us authorized use of your information and agree to be bound by the "Privacy Policy" available on this Website.

9. The specific requirements for the Contest shall be outlined in the T&Cs of the contest.
10. It is assumed that as the Parent(s) or guardians(s) of the Minor Participant(s) hereby consent to the participation in the Contest.
11. The Participant mandatorily needs to register on the Website (in the manner stated therein), in order to take part in this Contest and submit Entry/ies
12. For the Contest, each Participant must submit their complete Entry/Entries (as defined here below) in order to qualify as an entrant in the Contest through Specific Mode of Participation specified in Specific T&C's stated at end of this T&C.
13. It is assumed that Participant(s) and/or the Parent(s) and Guardian(s) on behalf of the Minor Participant(s) sending in the Entry has provided us with permission to send SMSs to or call him/her, whether or not such sender is registered on the National Do Not Call registry. Organizers and/or its authorized agents, affiliates and representatives will use their reasonable efforts to contact the Parent(s) / Guardian(s) of the selected Registrant(s), but will not be responsible or liable in any way whatsoever if the Registrant(s) cannot be reached again in the event the call gets dropped or disconnected. SPN shall make a maximum of 2 (two) attempts, to contact the Winner via the email id or telephone number provided by the Participants at the time of registration. SPN shall not be held liable despite SPN's best efforts, in the event the provided mobile number is unreachable due to the following reasons including but not limited to: 1) Email ID or phone number provided by the Participant is incorrect. 2) Email ID belongs to a person other than the Participant 3) Mobile number answered but individual answering refuses to acknowledge SPN, the Contest and/or any relation thereto. 4) Any other reason the Email ID cannot be contacted. Also in the event SPN establishes contact with the Winner, however for any reasons whatsoever if the Winner is unable to avail the prize, SPN shall not be responsible for the same in any manner and SPN shall be entitled to appoint another Winner as it deems fit.
14. Participants entering the Contest may submit any number of Entries so long as such Entries meet SPN's criteria as specified in these T&Cs even if not chosen as the final winners of the Contest and any Participant may be declared a winner of the Contest at the sole discretion of the SPN.
15. The manner, day and the basis of choosing the winner ("Winners") shall be specified in the T&Cs of the Contest.
16. The announcement about the Winners and the Prize (defined below) shall be as per the T&Cs of the Contest.
17. The distribution time and mode of distribution of the Prize shall be at the sole discretion of the Producer.
18. The Participant can win only once or more than once in this Contest.
19. Participants should ensure the accuracy of the information provided by them at the time of entering the Contest.
20. Method and time of prize distribution: The Winners shall be declared on the Website SPN may require Winners to provide valid photo identity documents including but not

limited to passport and ration card prior to handing over the Prize. SPN may or may not announce the Winners via the Website.

21. The Prize, when the same are in form of some tangible goods or materials or vouchers, shall be sent by post and/or courier to the Winners as per the address specified by them at the time of registering for the Contest. SPN shall not be responsible if the Prize is damaged in the course of delivery through post and/or courier.
22. Participants shall not post any profanity or abusive comments on the respective Channel's website Contest page/s. In the event of any such profanity or abusive comments posted on foregoing pages, such Participants shall be disqualified forthwith and SPN reserves its rights, in addition to removing such post, to take a legal action against such participant and/or user.
23. Participants agree no clarifications on the questions and the answers used in the Contests shall be entertained by SPN.
24. By participating in the Contest, each Participant agrees to follow these Terms and Conditions and is deemed bound by any decisions made by SPN in its sole discretion, including any interpretations of the Terms and Conditions.
25. SPN including its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees shall not be responsible for any loss of Entries for any reason whatsoever including, due to any technical problems for Entries received after the deadline as a consequence of computer service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced Entries. The Entries are void if unreadable, inaccurate, incomplete, damaged, and tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions.
26. SPN reserves its right to select and declare or not to declare the Winner in the Contest.
27. While accepting the Prize, the Winner may be required to sign an "indemnity and release of claims" form provided by Producer, as the case may be, which shall release Producer of all liability. Failure to complete and sign any documents requested by SPN and/or Producer may result in disqualification and selection of an alternate Winner. All decisions of Producer are final in this regard.
28. Mere participation/submitting Entries in the Contest do not entitle the Participants to win the Prize.
29. The Prize will be awarded to the Winners pursuant to verification and in accordance with these Terms and Conditions.
30. SPN may refuse to give the Prize(s) to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Contest under these Terms and Conditions.
31. The Prize is not transferable, assignable or exchangeable for cash equivalent. Only the prize Winners and no other person or agent, may claim the Prize.
32. In case the Winner is / are found to be in violation of any and all rules of the Contest, Producer reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winners to refund/replace the Prize(s) won.
33. SPN has the right to substitute the Prize with other prizes of equal value, as determined by Producer in its sole discretion.
34. SPN has the right to amend (add, delete or modify) the Terms and Condition governing the Contest, prospectively or retrospectively, at its discretion and without prior notice.
35. SPN reserves the right to disqualify any participant if it has reasonable grounds to believe that the Participant has breached any of these Terms and Conditions.
36. SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. SPN makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without

limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any particular purpose.

37. Under no circumstance, unless due to wilful misconduct or gross negligence, shall SPN and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against SPN their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
38. By entering into the Contest, the Winners/Participants waive all copyrights including but not limited to Intellectual Property Rights (IPR) and moral rights, rights of publicity and any related rights and consents to SPN's right to use the pictures uploaded by the Participant(s) the captioned posted for the Contest, picture, tape or portray him/her as a Contest Winners, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The prize Winners also consent to SPN's right to use his/her name, voice or picture, or the content of his/her Contest Entry (collectively, the "Publicity Rights"). SPN can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with SPN. SPN shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the Contest for any purpose.
39. SPN does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Entry of a Participant at any stage of the Contest.
40. Under no circumstances shall SPN including the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if SPN has been advised of the possibility of such damages. The Participant specifically agrees not to file in person/through any family member and/or any third party any Registrations, criminal and/or civil proceedings in any courts or forum in India against SPN their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
41. The Participant agrees that he/she shall not hold SPN and/or the Channel and/or their employees, responsible for delays or any problem in connection to the Contest.
42. SPN and/or the Channel is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the Participants and/or the Participant in any manner whatsoever or for any reason whatsoever in connection to the Contest.
43. The Participant shall do any and all acts and execute any and all documents in such manner and at such location as may be required by SPN and/or the Channel in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to SPN and/or the Channel herein.
44. The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), all Entries, are owned by SPN. Content on the Website is provided to Participant AS IS for Participant's information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Participant agrees not to engage in the use, copying, or distribution of any of the Content

other than expressly permitted herein, including any use, copying, or distribution of user submissions of third parties obtained through the Website for any purposes whatsoever. Participant agrees not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

45. SPN does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Entry of a Participant at any stage of the Contest.
46. SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. SPN makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant (s) and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any particular purpose
47. Under no circumstance shall SPN including the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if SPN has been advised of the possibility of such damages.
48. Non-conformance by any Participant and /or Winners of the Contest will result in immediate disqualification of the Participant from participation or winning the Prize as the case maybe.
49. SPN reserves the right to withdraw or discontinue and/or terminate the Contest at any stage without prior notice and without any liability whatsoever to the Participants.
50. The decisions of SPN and its representatives shall be final and binding on all aspects of the Contest.
51. Your participation in the Contest by posting the Entries will be deemed as an acceptance of the above stated Terms and Conditions.
52. Participants are providing their personal information to Sony Pictures Networks India Pvt. Ltd. and such information will only be used for SPN's internal purposes and to send Participants promotional information in the future pertaining to the Channel/SPN/Website.
53. All taxes, levies and duties due and owing under applicable and statutory laws in connection with all Prize if any, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize(s) Winners.
54. SPN shall not be responsible for any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons
55. The Participant's by providing the aforesaid sensitive personal information hereby agree that SPN shall have the right to share the information so collected with such other third party as required by SPN for the purpose of the Contest and hereby agreed that they shall not file any claim against SPN for sharing for such personal information. Please refer to Channel's Privacy Policy [http://www.sabtv.com/en\\_in/privacy-policy](http://www.sabtv.com/en_in/privacy-policy) that governs the use of your personal information.
56. In exercise of the powers conferred by clause (of) of sub-section (2) of section 87 read with section 43A of the Information Technology Act, 2000 (21 of 2000), the Central Government has framed the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011("Privacy Rules") which makes it mandatory for any concern to deal with any personal information including sensitive personal information as per the said Privacy Rules. In course of providing the aforesaid Entries in the Contest, SPN shall treat the information and



pictures as sensitive and confidential and as per the aforementioned Privacy Rules such information has to be now dealt with as per the provisions specified in the said Rules.

57. SPN shall deal with any Data/information including sensitive personal information, if any, that it receives from SPN or otherwise collects, holds, uses and processes in the following manner: a).SPN may also disclose Data/information including sensitive personal information, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from SPN. b).The level of data protection using technical, managerial, operational and physical security control measures by SPN shall be such as to be in compliance with all applicable laws including but not limited to Information Technology Act, 2000 and Privacy Rules. c).The term 'Data/information' including sensitive personal information, if any, shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver's license number, permanent account number (PAN), or other details pertaining to the identity of the Participants.
58. Participants confirm that the pictures / Videos / stories in word document or pdf / audio files uploaded by them or any part thereof do not infringe upon the statutory rights, common law rights, intellectual property rights including s in literary, dramatic, musical or motion picture rights, patent rights or the trademark or trade names of any person, firm, corporation, association or entity whatsoever. Neither the Pictures nor any part thereof violate the statutory rights of, or the right of privacy, or constitute a libel or slander against any person, firm, corporation, association or entity whatsoever, or violate any other rights not herein specifically enumerated. No pictures / videos / stories in word document or pdf / audio files or any part thereof shall be defamatory or contribute contempt of court or breach of contract, or breach of any provision of statute, nor hurt the sentiments of religious groups. In the event of any infringement and/or any unlawful usage of any information including pictures / videos / stories / audio files provided by the Participants, SPN shall not be held liable on any account whatsoever.
59. SPN may now or in the future permit the submission of the Entry(ies) submitted by Participant as a part of Entry, and the hosting, sharing, and/or publishing of such Entry. Participant understands that whether or not such Entry(ies) are published, SPN does not guarantee any confidentiality with respect to any submissions.
60. Any travel/accommodation/ancillary costs incurred by the Participants in relation to this Contest, submission of entries, claiming Prize etc. shall be borne solely by such Participant and SPN shall not be liable for the same.
61. Once uploaded and published, Participants are not allowed to request for removal, editing or altering the Entry in any manner whatsoever.
62. The Contest is void where prohibited by law. All relevant national and local laws apply.
63. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contests are subject to the jurisdiction of the Courts at Mumbai only.

Day of the Contest

The Contest shall be an on-going contest and shall commence from 20<sup>th</sup> March, 2016 till such time as per SPN's discretion

Platform on which Contest shall be available

Platform available for this Activity shall be the Channel's as mentioned hereinabove.

Specific Terms of Participation

- As per Channel's Show, SPN shall post requests (on Channel's Social Media Platforms – Facebook, Twitter, etc) and on SPN's channels for Participants to submit a funny story for the show.
- Participants will be required to share their funny experience / Stories. Interested Participants shall send their answers (“**Entry/Entries**”) by registering for the “Humari Funny Kahani” for the Show Khidki Contest conducted on [www.sabtv.com](http://www.sabtv.com)
- Participants can also email their Entry to [humarifunnykahani@setindia.com](mailto:humarifunnykahani@setindia.com); provided they simultaneously register on [www.sabtv.com](http://www.sabtv.com). Registration on the Website for the Contest is mandatory for submission of Entry/ies.

*Note: While submitting Entries, Participants shall ensure that the Entries:-*

- *are sent in only text/ word document/ image of written document format / Videos / audio files and in English or Hindi language only*
- *shall not violate the rights of any third party, including, but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights;*
- *is not abusive, harmful, harassing, blasphemous, defamatory, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;*
- *does not harm minors in any way;*
- *does not violate any law for the time being in force;*
- *does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;*
- *does not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;*
- *shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates,*

*successors, assigns, employees, agents, directors, officers and shareholders;*

- *Participants to note that SPN is not bound to utilise the story as suggested by the Participants in this Contest.*
- *SPN may at its sole discretion choose to modify or alter the entry submitted by the Participant. All rights (including but not limited to intellectual property rights) in the Entry (and its modified/alterd version) shall vest with SPN in perpetuity.*
- *All rights in the Entry (including but not limited to copyright) shall vest with SPN.*

#### Specific Process for choosing the Winners

- SPN, at its sole discretion, may choose 1 (one) or more winners from all the Entries (funny stories) submitted on the Website whichever is found relevant by SPN. SPN, at its own discretion will choose the winning stories.

- In the event more than one Participant submits the same story or similar experience, then in such an event SPN shall choose any 1 (one) winner through random selection at their sole discretion. The decision of SPN shall be final and cannot be challenged.

- The decision of SPN in choosing the Winner and the appropriate Entries shall be final and binding on the Participants and the Participants while entering into this Contest agrees to accept Producer's decision as final without any further claim in this regard.

- SPN shall not entertain any mail or query questioning or otherwise asking for the definitive process for choosing the Winner and the Participants by participating in the Contest shall be bound by these T&Cs and Basic T&Cs.

- SPN reserves the right to withdraw or discontinue and/or terminate the Contest at any stage without prior notice and without any liability whatsoever to the Participants.

- The decisions of SPN and its representatives shall be final and binding on all aspects of the Contest.

#### Announcement of the Winners

- SPN, may declare one or more than one winners from the Entries received on the Website, at its sole discretion.
- The Winner shall be declared by/on or by/on such date and time as decided by SPN in its sole discretion.
- The Winner shall be declared as per the terms of the Basic T&Cs
- SPN shall contact the Winner through a direct



Prize(s)

message through an email once. The Winner needs to revert back with the required details and formalities within twenty four (24) hours after contacting them. Any responses received after this deadline shall be considered forfeited.

- SPN may choose not to announce any winner at their sole discretion.
- The Winner's story shall be used by SPN and be incorporated into one of the episodes of the said Show. Winners may or may not be invited to be a part of the show, the decision of SPN in this regard will be considered as final.
- Further, the Winners shall be entitled to such prize(s) as may be decided by SPN at its sole discretion.