

## Terms and Conditions for Kapil Se Mil Activity

The following terms and conditions (“T&Cs”/ “Terms and Conditions”) shall be applicable to Sony Pictures Networks India Private Limited (“SPN”) [formerly known as Multi Screen Media Private Limited] owned digital platform Sony Entertainment Television ‘SET’ (“Channel”) for the “Kapil Se Mil” Activity (“Activity”) through its digital platform [www. sonyliv.com](http://www.sonyliv.com)

### **Specific T&Cs**

#### *I. About the Activity:*

1. Kapil Se Mil is the digital initiative by Sony LIV to provide individuals and/or families a chance to meet the ‘Baadshah of Comedy’. This is a call for all Indians to meet their favorite star Kapil Sharma & his team and/or family. So if one thinks that they can make Kapil laugh, this is their golden chance.
2. Interested Participants (defined below) can send in funny videos themselves including their friends and/or their families through the any of the modes of participation as described in these terms and conditions (“Entry”).
3. The Activity shall commence from 17th March, 2016 and shall end at the sole discretion of SPN. Entries received after the end of the Activity shall not be entertained and shall be considered null and void for the purposes of the Activity. In the event, of any discrepancy as to the date and / or time of receipt of an Entry (defined hereunder), the Participant(s) hereby agree that SPN’s decision regarding the same shall be final.

#### *II. Structure of the Activity-*

##### **A. Mode of Participation**

1. SPN shall announce the opening of the Activity on various platforms owned and operated by SPN along with a link <http://kapilsemil.sonyliv.com> which shall redirect the Participants to a microsite to send in their Entries.
2. Once the Participants arrive onto the microsite, they may log in either by using their personal email ids or by using their facebook/google plus ids.
3. Participants will need fill the form available on the microsite, wherein Participant will be required to provide and confirm Personal Information of himself / herself shall include (a) Name; (b) age/ Date of Birth; (c) mobile number; (d) email id; (e) City and State and such other details as required by SPN [collectively hereinafter referred to as “**Personal Information**” of the Participant(s)]. No Entry shall be complete if any or all details are not provided by the Participant and such Entry shall be deemed invalid at SPN’s sole discretion.
4. Thereafter, Participant shall upload his/her video. Please note that the video shall be in the following format only - maximum 40 MB (3gp , wmv , mov , mpg , mp4 , avi.) Any video in any

format other than what has been mentioned shall not be recognized and there shall not get uploaded.

5. Once the Participant has duly entered all the compulsory details as required in the form on the on the microsite and uploaded his/her video, Participant shall receive a one time password (OTP) either on his/her email address and/or mobile number as requested by the Participant. Participant shall have to enter the OTP on the microsite which shall be a confirmation of his participation in the Activity. Such confirmation shall be deemed to be an Entry.
6. Participants agree and confirm that the Entries:-
  - i. are sent in only in the format as provided here above.
  - ii. 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;
  - iii. 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;
  - iv. does not harm minors in any way;
  - v. does not violate any law for the time being in force;
  - vi. does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - vii. 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;
  - viii. shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders;

#### **B. Moderation Level**

1. Once the Entries have been uploaded, they shall go through a moderation process wherein, such number of Entries shall be shortlisted and on such criteria that shall be at the sole discretion of SPN.
2. Participants agree that the decision of SPN shall be final and binding on all Participants.

#### **C. Visibility of the Videos**

1. Any and all videos as shortlisted after the moderation level shall be uploaded onto SPN's owned and/or operated and/or promoted and/or partnered and/or branded platforms which shall include without limitation, SPN's website [www.sonyliv.com](http://www.sonyliv.com) and/or SonyLIV Youtube page and/or any other platforms as decided by SPN's in its discretion ("Platforms").
2. Participants agree and acknowledge that the Participant shall be governed by the privacy policy and the terms of use of the respective Platforms on which such Entries are published/uploaded/broadcast/ shared.
3. Participants hereby confirm that by participating in this Activity and sending their Entries, Participants agree and authorize SPN to broadcast and/or publish and/or upload their Entries on any of SPN's Platform(s).
4. Participant may request SPN to remove/delete/un-publish such Entry of the Participant by sending an email to SPN at [feedbacksonyliv@setindia.com](mailto:feedbacksonyliv@setindia.com) with subject line: Kapil Sharma

Show. However, once such Entry has been removed/deleted/un-published, such Entry shall stand disqualified.

**III. *Selection process and Gratification -***

- a. From all the Entries that are shortlisted and uploaded onto SPN's Platforms, such number of Entries shall be further selected at the discretion of SPN.
- b. Selected Participants shall be informed and contacted.
- c. SPN shall contact each Participant who's Entry has been selected on the contact details as provided by the Participant while making the Entry to inform them of the same.
- d. Participants shall be asked to send in the required documents for the purpose of verification and identification of all selected Entries. It shall be the sole responsibility of the Participants to provide all documents and information as required by SPN. In the event Participant fails to send any or all documents, such Participant and his/her Entry shall be disqualified.
- e. The Participant whose Entry has been selected at the final round ("**Final Selection**") shall be gratified with an invite to attend any one episode of SPN's new show called "The Kapil Sharma Show" ("**Show**").
- f. Participant agrees that such gratification shall extend to any one and/or all and/or such number of persons present in the selected Participant's video as per SPN's sole discretion.
- g. The decision SPN for the Final Selection amongst the Entries shall be final and binding on the Participants. SPN shall not entertain any mail or query questioning or otherwise asking for the definitive process for the Final Selection and/or any other selection and the Participants participating in the Activity shall be bound by these T&Cs.
- h. SPN reserves the right to withdraw or discontinue and/or terminate the Activity and/or shooting and/or airing of the Show at any stage without prior notice and without assigning any reason thereo. SPN shall not incur any liability whatsoever towards the Participants for such withdrawal/discontinuation / termination.

**Kapil Se Mil ACTIVITY "Basic T&Cs":**

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

1. The Activity are 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 who make the Entries must be adults having attained the age of eighteen (18) years as per date of the Event.
3. (All persons fulfilling conditions mentioned in section 1 & 2 shall be hereinafter referred to as "*Participants*"). By participating in the Activity, you ("**Participant**") signify your assent to these Terms and Conditions stated below.
4. Employees, agents and promoters (including their immediate family members) of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Activity in any manner, are not eligible to participate in the Activity.
5. The Activity terms and conditions shall be mentioned on SPN website <http://kapilsemil.sonyliv.com/> ("**Website**"). The Participants agree that by participating in the Activity, the Participants shall be bound by the terms and conditions provided at the Website.

6. The Participants shall be required to provide basic Personal Information in order to continue participation in the Activity. The information provided by the Participants may be used by SPN for internal purposes and to send in the future to the Participants for promotional information pertaining to the SPN network. Providing information to SPN is solely your choice. The Participant by entering into this activity, hereby agrees/ opts in and authorizes SPN to send any information about various marketing promotional activities/events of Channel and/or SPN's website [www.sonyliv.com](http://www.sonyliv.com) including but not limited to receiving information/being contacted by the respective research teams. However, by registering into this Activity, Participant agrees and allows SPN authorized use of Participant's Personal Information and agrees to be bound by the "**Privacy Policy**" available on this Website.
7. The Participant by providing the Personal Information (including providing videos as per terms herein) 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 Activity and hereby agree that they shall not file any claim against SPN for sharing for such personal information.
8. For the Activity, each Participant must submit their Entry in order to qualify as an entrant in the Activity through mode of participation as specified in Specific T&C's stated at end of this T&C.
9. Participants entering the Activity may submit any number of Entries so long as such Entries meet the criteria as specified in these specific T&Cs and any Participant may at SPN's sole discretion be selected to receive the gratification. The manner, day, the basis and announcement of selecting the Entries shall be specified in the specific T&Cs of the Activity. The gratification shall be provided as per the sole discretion of SPN.
10. The Participant can be selected only once in the Activity. Any subsequent selections of the Participant will be automatically void.
11. Participants should ensure the accuracy of the information provided by them at the time of entering the Activity.
12. SPN may require the selected Participants to provide valid photo identity documents including but not limited to passport and ration card prior to handing over the Prize(s). SPN shall make a maximum of 2 (two) attempts each attempt being within 1 (one) hour of each other, to contact the Winners via the contact numbers provided by the Participants. SPN shall not be held liable despite SPN's best efforts, in the event the provided mobile numbers is unreachable.
13. SPN reserves its right to declare or not to declare the selected Entries for the Activity.
14. While accepting the gratification, the Participant may be required to sign an "indemnity and release of claims" form provided by SPN, as the case may be, which shall release SPN of all liability. Failure to complete and sign any documents requested by SPN may result in disqualification and selection of an alternate Participant. All decisions of SPN are final in this regard.
15. Mere participation/submitting Entries for the Activity does not entitle the Participants to receive a gratification.
16. The gratification shall be given to the Winners pursuant to verification and in accordance with these Terms and Conditions.
17. SPN may refuse to give the gratification to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Activity under these Terms and Conditions.

18. The gratification shall not transferable, assignable or exchangeable for cash equivalent. Only the Participants selected at the Final Selection level and no other person or agent, may claim the prize(s).
19. SPN has the right to substitute the gratifications with other gratification of equal value, as determined by SPN in its sole discretion.
20. SPN has the right to amend (add, delete or modify) the Terms and Condition governing the Activity, prospectively or retrospectively, at its sole discretion without prior notice and without assigning any reason thereto.
21. 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.
22. SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the T&C for the Activity 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.
23. 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 Activity.
24. 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 in any manner whatsoever or for any reason whatsoever in connection to the Activity.
25. 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.
26. 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 , SPN shall treat the Personal Information and pictures/videos/voice clips 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.

27. 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, and mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions. Under no circumstance, 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 Activity.
28. SPN shall deal with any data/information including 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 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.
29. By submitting an Entry (audio- video clips) in the manner provide above, Participant guarantees that:
- He/she is the actual copyright holder of the content in the Entry(ies).
  - Any person pictured/featured in the Entry agrees with your submission of the same.
  - Any third-party copyright or other rights holder in your Entry agrees with your submission.
  - Entry does not and will not infringe the rights of any third party, including any intellectual property rights.
30. In case of any copyright violations or any damages arising out of the Entry submitted by Participant, the onus, responsibility and consequences thereof shall be on the Participant. Participant will indemnify and defend SPN against any claim or damages resulting from failure to comply with these guarantees.
31. Any Entry found to be copied, modified or otherwise treated with 'wrongful intent', photographs of artwork, heavily photoshopped videos, and videos containing nudity or otherwise illegal or offensive references, videos representing any form of violence (both on human beings and animals), abuse or sexual or political offence are prohibited will be disqualified without further reference and the Participants shall be solely liable for any consequences arising there from and shall keep SPN indemnified in this regard.

32. Participant(s) confirm that the photographs and/or videos and/or voice clips uploaded by them or any part thereof do not infringe upon the statutory rights, common law rights, intellectual property rights including copyrights 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 photographs nor videos nor voice clips nor any part thereof shall constitute a libel or slander against any person, firm, corporation, association or entity whatsoever, or violate any other rights not herein specifically enumerated. No photographs and/or videos and/or voice clips 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 provided by the Participants, SPN shall not be held liable on any account whatsoever.
33. By entering into the Activity, the Participant(s) waives 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 videos uploaded by the Participant(s) or portray him/her as selected Participants, 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 selected Participants also consent to SPN's right to use his/her name, voice or picture, or the content of his/her 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 Activity for any purpose.
34. Participant agrees that irrespective of whether Participant gets selected as the Winner or not, the Entries shall become the property of SPN and all intellectual property rights vested therein shall stand assigned to SPN for worldwide and in perpetuity to be exploited on any and all media platforms now know or invented in the future.
35. The Activity is void where prohibited by law. All relevant national and local laws apply.
36. The Activity shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Activity are subject to the jurisdiction of the Courts at Mumbai only.
37. For any queries on the Activity and/or the Terms and Conditions, please send a mail to [feedbacksonyliv@setindia.com](mailto:feedbacksonyliv@setindia.com). with subject line: Kapil Sharma Show.