

## **“CADBURY BOURNVITA CONTEST (“CONTEST”) TERMS AND CONDITIONS”**

The Contest is organized by Viacom 18 Media Private Limited (“**Viacom18/Viacom18**”) for the promotion of its program “Jhalakh Dikhla Jaa Reloaded” (“**Program**”) telecasted on Colors channel (“**Channel**”) and is open to all individual participants\* who is a (“**Participant(s)**”):

- (i) Citizens of India; or
- (ii) Citizens of any other country (other than India) having valid visas subsisting until the end this Contest Period and/or until the Participants are required to perform for Viacom18, whichever is later.

\* The Participants who are less than 18 years of age shall ONLY take part in the Contest, pursuant to confirmation from their parent/legal guardian and all the terms and conditions and Rules and Regulations herein shall apply and be adhered by their parent/legal guardian. Such Participants and/or their acts or omissions are the sole responsibility of the parent/legal guardian. Any default in this and/or absence of parent/legal guardian’s express consent in Participant’s participation shall lead to disqualification of the Participant.

The Contest’s Principal Rules and Regulations and General Rules and Regulations (collectively referred to as “**Rules and Regulations**”) shall be binding on each participant (“**Participant(s)**”) in the Contest using the Mechanism. The aforesaid Rules and Regulations are set out hereunder as follows:

### **PRINCIPAL RULES AND REGULATIONS:**

1. Viacom18 is desirous of giving an opportunity to the viewers of the Program to showcase his/her talent on Program vide this Contest, in the manner as stipulated herein. For the sake of the same, Participant(s) shall be required to submit 1 (one) video (“**Video**”) of less than or equal to two (2) minutes each, per entry, which shall contain an audio-video recording of the Participant dancing to a song of their choice and such Video shall be submitted by Participant(s) in the manner laid hereinbelow in paragraph 2 below.
2. The Contest requires every Participant to log onto the webpage ‘<http://colors.in.com/jhalakspotlight>’ (“**Webpage**”) of its official website ‘[www.colors.in.com](http://www.colors.in.com)’ (“**Website**”). For sake of clarity, the Participant(s) hereby understands that he/she shall:
  - 2.1. Create a Video (as described above) in the format supported on the Webpage;
  - 2.2. Fill in all the details required on the Webpage
  - 2.3. Upload his/her Video on Website (“**Entry/Entries**”).

The above mechanism shall hereinafter collectively be referred to as “**Mechanism**”.

The Participant(s) shall have the right to submit multiple Entries for the Contest as per the Mechanism mentioned hereinabove.

3. The Contest period begins from 12<sup>th</sup> July, 2015 at 00:00 hours and ends on 30<sup>th</sup> September, 2015 at 23:59 hours (“**Contest Period**”). Entries sent by the Participant(s) after the Period, shall not be considered and shall be deemed null and void.
4. Participant(s) interested in participating in the Contest, shall be subject to the following:
  - 4.1. The Participant(s) shall enter details on to the Website and as per the details mentioned therein and shall login by using his/her valid user ID. If a Participant(s) does not have an existing user ID and password, he/she shall create a new valid email ID by entering the mandatory fields required.

- 4.2. Once the Participant(s) successfully logs on to the Website, he/she can enter his/her Entries on the Webpage in the mode and manner as detailed on the Website and Rules and Regulations mentioned here.
- 4.3. The Participant(s) hereby understands that any and all cost applicable (if any) for log-in on the Website and/or rate levied by the respective network provider for using internet connection shall be the sole responsibility of Participant(s).
5. The Participant(s) understands that the Entries should not be obscene, vulgar, defaming, denigrating women, artist, celebrity or children, hurting religious sentiments, depicting violence or against the public policy of India or/and the internal policies of the Viacom18 or in contravention of any law (which term shall carry the same meaning as assigned to it in Article 13(3) of the Constitution of India) in force in India. The Entries should not contain content which infringes any third party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, and/or any other applicable personal or proprietary rights. The Entries should not contain content which depicts alcohol or tobacco or violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising). The Entries should not contain material or content that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body.
6. The Entry through the Mechanism shall be deemed to have been casted only when such Entry reaches Viacom18's internet/network provider's server. Any unclear/incorrect/incomplete Entry, including wrong characters or absence of valid user and e-mail id, incomplete keyword of team (if required), shall be considered invalid Entry and deemed null and void.
7. Neither Viacom18 shall be responsible in case of any kind of network problem, technical failure whatsoever and/or the data charges/costs charged by the network operator(s) and/or any other problems which may occur due to the failure of the Mechanism or misuse of the Mechanism or any kind of problems in connection thereto. Any dispute in connection to the same should be settled directly between the Participant(s) and the operator(s) without involving Viacom18, in any manner.
8. Neither Viacom18 shall be responsible for any unauthorized access to user data and/or for any compromise on private / confidential user related, or any other data, including but not limiting to user ids, email address, names, or any other user related details.
9. In case of any network failure, technical problem and/or for any reasons whatsoever, Viacom18 reserves the right to change the Mechanism and/or cease from accepting the Entries of the persons, or take such necessary steps as it may deem fit.
10. By participation in the Contest, the Participant(s) agrees that it has no objection in receiving communication from Viacom18 and/or its authorized representative on his/her registered email id from which the Participant(s) participated in the Contest.
11. The Participants shall sign/execute declaration cum consent forms in relation to the Contest and/or such other document as required by Viacom18 and/or its authorized representative. In case the Participant(s) is a minor, provision/requirements of paragraph 5 of Principal Rules and Regulation shall apply and the parent/legal guardian of such Participant(s) shall be required sign/execute declaration cum consent forms and/or such other document as required by Viacom18 and/or its authorized representative. Viacom18 shall, at its sole discretion, exploit the Entry on any of its platforms including but not limited to collating/mixing various videos/audios/other content along with various Videos of Participants, as per

Viacom18's sole discretion. Such montage/mashup shall be the sole property of Viacom18 and Viacom18 shall be the sole and exclusive owner thereof in accordance with Section 14 (1) (d) of the Copyright Act, 1957 or any other equivalent provision thereof, in perpetuity, throughout the world. Viacom18 shall have rights in all derivative and underlying rights in the montage/mashup/Videos. Viacom18 or its assignees shall have the absolute power and authority to use and exploit and license and syndicate, etc., the montage/mashup in any and all manners, modes, media, format, as it may deem fit, without any consideration/benefit/credit to any Participant(s) whose Videos form part of the montage/mashup. Viacom18 shall have the right to create and/or exploit the montage/mashup but not an obligation.

12. **Gratification:** Viacom18 shall have the sole and exclusive right to select/shortlist such number of Participant's Entries on a random basis, subject to such Participant(s) being in complete adherence of all Rules and Regulations herein ("**Shortlisted Participants**"). Amongst the Shortlisted Participants, Viacom18 shall have the right to select/shortlist 1 (one) or more Participant(s), on a random basis, subject to such Participant(s) being in complete adherence of all Rules and Regulations herein ("**Winner(s)**"). The Winner(s) shall be informed by Viacom18 and/or its authorized representative and upon receipt of confirmed/express communication from Viacom18 and/or its authorized representative, the Winner(s) shall immediately contact Viacom18 and/or its authorized representative, not later than 2 days of receipt of communication, in the manner prescribed by Viacom18 and/or its authorized representative. After contacting Viacom18 and/or its authorized representative, the Winner(s) shall sign/execute declaration cum consent forms in relation to the Contest and/or such other document as required by Viacom18 and/or its authorized representative. In case the Winner(s) is a minor, provision/requirements of paragraph 5 of Principal Rules and Regulation shall apply and the parent/legal guardian of the Winner(s) shall be required sign/execute declaration cum consent forms and/or such other document as required by Viacom18 and/or its authorized representative. The Winner(s) shall personally/physically reach such destination /shoot location and on such date and time as instructed by Viacom18 and/or its authorized representative. Viacom18 shall gratify the Winner(s) with an opportunity to dance either with a famous celebrity who is/was a participant of the Program or on a standalone basis to showcase his/her talent by dancing/performing for the Program. Viacom18 shall, at its sole discretion, also give the Winner(s) an opportunity to be part of a footage created by shooting the Participant's dance in the Program ("**Footage**"), as per Viacom18's sole discretion. Such Footages shall be the sole property of Viacom18 and Viacom18 shall be the sole and exclusive owner thereof in accordance with Section 14 (1) (d) of the Copyright Act, 1957 or any other equivalent provision thereof, in perpetuity, throughout the world. Viacom18 shall have rights in all derivative and underlying rights in the Footages. Viacom18 or its assignees shall have the absolute power and authority to use and exploit and license and syndicate, etc., the Footages in any and all manners, modes, media, format, as it may deem fit, without any consideration/benefit/credit to the Winner. Viacom18 shall have the right to create and/or exploit the Footage but not an obligation.
13. For the sake of clarity, Viacom18 has the right but not an obligation to shortlist and select the Winner(s) for the purposes of this Contest. Viacom18 shall have the right not to select any Participant(s) for the purpose of this Contest and/or its Gratification and no Participant/Shortlisted Participant(s) shall question the decision of Viacom18.
14. The Gratification does not include any expenses, costs, etc. incurred by the Winner(s) nor any applicable taxes and the Winner(s) shall be responsible for any and all expenses of personal nature being incurred by the Winner(s) to avail the Gratification and/or incurred otherwise including but not limited to all applicable taxes. For the sake of illustration:
  - i. If the Winner(s) is an Indian resident and is from Mumbai, the cost to reach the shoot location and return shall be borne by Viacom18, per its internal policies which shall be communicated to the Winner(s).
  - ii. If the Winner(s) is an Indian resident but not from Mumbai/India, and is required to travel to Mumbai for the shoot of the Program, then the cost of travel to Mumbai accommodation for the no. of days as required by Viacom18 shall be borne by the Winner(s). Viacom18 shall only be

responsible to bear the cost of travel from the place of his/her stay to the studio/shoot location, as per Viacom18's internal policies, which shall be communicated to the Winner.

- iii. If the Winner(s) is a Minor and is from Mumbai, the cost to reach the shoot location and return for such Winner(s) along with his/her 1 (one) parent or 1 (one) legal guardian shall be borne by Viacom18, per its internal policies which shall be communicated to the Winner(s).
  - iv. If the Winner(s) is a Minor and is not from Mumbai, then the cost of travel to Mumbai, accommodation for the no. of days as required by Viacom18 for such Winner(s) shall be borne by his/her 1 (one) parent or 1 (one) legal guardian and the cost after reaching Mumbai i.e. to reach the shoot location and return for such Winner(s) along with his/her 1 (one) parent or 1 (one) legal guardian shall be borne by Viacom18, per its internal policies which shall be communicated to the Winner(s).
  - v. However, if the Winner(s) is a not a resident of India, and is required to travel to Mumbai or any other location in India for the aforesaid gratification, then the cost of travel to India, ticket and visas expenses, accommodation, all applicable taxes and all other expenses incurred by such Winner(s) shall solely be borne by such Winner(s) himself/herself and will not be reimbursed by Viacom18. Viacom18 shall only be responsible to bear the cost of travel from the place of his/her stay to the studio/shoot location, as per Viacom18's internal policies, which shall be communicated to the Winner.
  - vi. Any taxes (as applicable) in relation to the Gratification shall be borne by the Winner(s).
15. After the Winner(s) is announced, the Winner(s) is required to approach the Viacom18 and confirm the acceptance of the Gratification, in a manner as determined by the Viacom18 along with providing details, copies of citizenship proof, date of birth proof, identity and address proofs, and all other documents as required by the Viacom18 and would also be required to sign a release letter in the format required by the Viacom18.
  16. In the event of the Winner(s) being less than 18 years of age, such Winner(s) shall be required to submit requisite proof evidencing the fact that their participation in the Contest was subject to parental guidance/guidance of legal guardian and acceptance of the Gratification by him/her is approved by his/her parent/legal guardian. Failure to submit such proof shall disqualify such Winner(s) to claim the Gratification and the Viacom18 reserves the right to announce other Winner(s) in place of the originally announced Winner.
  17. The selection of the Entries mode of acceptance either in full or in part and or selection of the Winner(s) shall be the sole discretion of Viacom18. The decision of Viacom18 shall be final and binding and in no event shall the Participant(s) dispute the decision made by Viacom18 and/or the Channel.
  18. It is hereby expressly stated all intellectual property in the Entries shall belong solely and exclusively to Viacom18 in perpetuity and Viacom18 may exploit the same in any manner at its sole discretion. The Participant(s) hereby also agrees and confirms that any and all revenue or benefit arising from such exercise and/or exploitation of the Footages and/or Entries shall solely vest with Viacom18 and the Participant(s) shall have no right in such revenue or benefit nor shall claim any title nor create any dispute of whatsoever nature. It is agreed that Section 19(4) of the Copyright Act, 1957 shall not apply to any assignment of rights contained herein
  19. The Participant(s) represents and warrants that he/she shall (either through him/herself or through its representatives or legal heirs) in no circumstances claim the right to have the credit/right/title/interest/benefit, for the Entry and/or inclusion of his/her/their name in the Footages, in any form whatsoever. For the sake of clarity, by participating in the Contest, it shall be deemed to be construed that the Participant(s) have waived his/her right to any title/interest/benefit (if arising),

whether monetary or non-monetary, including but not limited to in the form of credits, display of name, etc., in the Footages.

## GENERAL RULES

1. Viacom18 or the Channel reserves all rights to make amendments to the existing Rules and Regulations of the Contest, and/or withdraw the Contest and/or, and/or the Mechanism and/or any other details of the Contest etc., at any time, without any prior notice. It shall be the sole responsibility of the viewers/Participants to check the rules and regulations of the Contest for the Program on the website of Viacom18.
2. The Participant(s) hereby agree(s) and confirm(s) that mere announcement/declaration of being selected as a Participant(s) will not entitle the Participant(s) to the Gratification.
3. The Participant(s) of the Contest agrees that he/she shall hold harmless Viacom18, its employees, officers or any other person in relation to any injury/damage/harm/loss suffered by him/her, in any manner, whatsoever in connection with the Contest and shall also not file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum anywhere in the world against the sponsor and/or Viacom18 to claim any damages or reliefs' or otherwise.
4. Viacom18 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 viewer/ Participant(s) in any manner whatsoever, in connection to the Contest.
5. Viacom18 reserves the right to disregard the Entries in the event Viacom18 observes any irregularity in the pattern of the Entries sent by the Participant(s) and/or if Viacom18 in its knowledge has reason to believe that the Participant(s) has acted in a fraudulent manner and/or engaged in any deceitful Contest in sending the said Entries.
6. It is hereby clarified that the Winner(s) shall not be entitled to any sum/reward of any kind whatsoever, monetary or otherwise, save and except for the Gratification, which shall be given to the Winner(s) only upon fulfillment of the Rules and Regulations to the complete satisfaction of Viacom18. In the event that it comes to the knowledge of Viacom18 that the Winner(s) has violated the Rules and Regulations contained herein, Viacom18 shall immediately disqualify the Winner(s) without prejudice to any other rights that may be available to it at law.
7. Employees of and/or consultants of and/or persons hired on contract by Viacom18, Viacom18 and the main sponsors of the Program, if any, and the members of their immediate family are ineligible for participating for the Program through this Contest.
8. The Participant(s) hereby agree and confirm that he/she/they shall, at all times, keep any information/details etc. disclosed by Viacom18 while selecting such Participant(s), strictly confidential including but not limited to the selection procedure, details of the Video(s)/details regarding the Program etc.
9. In the event of any violation of any terms and conditions or obligation or undertakings by the Participant(s) as mentioned herein and/or as required by Viacom18, Viacom18 shall immediately disqualify such Participant(s).
10. To enable registration of a Participant(s) and/or to make the Gratification available to the Winners, personally identifiable information which shall include without limitation name, complete address, date of birth, citizenship details, email id, etc. of the Participants/Winners ("**Personal Information**") will be collected by the Viacom18 to enable the Viacom18 to administer and promote this Contest and the Winners. If Participants do not truthfully provide all requested Personal Information, the Viacom18 may determine that such Participants are not eligible to win the Gratification in this Contest.
11. The Personal Information of the Winners shall be provided by Viacom18 to others assisting Viacom18 in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, prize suppliers, distributors, deliverers and service providers (as applicable).
12. By the act of participating by the Participant(s), it is deemed that the viewers/ Participant(s) have gone through these Rules and Regulations and agrees that he/she shall hold harmless the Channel, Viacom18, its employees, officers or any other person in relation to any injury/damage/harm/loss suffered by

him/her, in any manner, whatsoever in connection with the Program/ Contest and/or otherwise and shall also not file in person and/or through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum anywhere in the World against the Channel and/or Viacom18 to claim any costs, damages and/or relief's or otherwise.

13. Viacom18 shall in no manner reimburse/incur any cost, expense, losses including but not limited to loss of employment opportunity, loss caused due to absence, etc. arising out of the participation in the Contest and/or enjoyment of the Gratification, and the Participant(s) shall solely bear/incur the same.
14. All decisions made by Viacom18 and/or the Channel shall be final and binding on all the viewers/ Participant(s) and in no event shall the viewer/ Participant(s) shall dispute the decision made by Viacom18, Channel and/or its employees in connection to the same.
15. The selection of the Entries and/or the decision(s) made by Viacom18 regarding the Video(s) and the Program shall be final and binding on all the viewers/ Participant(s) and in no event shall the Participant(s) dispute the decision made by Viacom18 and/or its employees in connection to the Video or the Program or otherwise.
16. By participating it is deemed that the Participant(s) have read, understood, accepted and agree to abide with all the Rules and Regulations of the Contest.
17. The Participant(s) shall also read, understand, accept and agree to abide with the rules and regulations of the Website.
18. Viacom18 is not responsible for any errors or omissions in the Terms & Conditions contained herein. The Participants acknowledge that all information provided in the Contest is provided "as is" without warranty of any kind.
19. Viacom18 may at anytime, at its discretion, change these terms and conditions, the Rules and/or the Gratification mentioned herein, without prior notice. Participants acknowledge that such change shall be binding upon them.
20. Viacom18 reserves the right to terminate, alter, change, modify, curtail or extend this Contest, and its Terms & Conditions, at any time at its absolute discretion, without assigning any reason whatsoever and without any prior notice by merely posting such revised and updated Terms & Conditions on the Page. Participants acknowledge that they have no objection to such right of Viacom18.
21. The terms of this Rules and Regulations shall be construed in accordance with the laws of India and incase of any dispute or any other matter arising in reference to the Contest shall be subject to the exclusive jurisdiction of the Courts in Mumbai.