

## **RULES & REGULATIONS GOVERNING PARTICIPATION IN “ROJUKHO LAKSHADHIKARI”**

### **I. CONTEST DESCRIPTION:**

“ROJUKHO LAKSHADHIKARI” is a quiz based game show primarily in Telugu language which is being produced by Aamoda Broadcasting Company Pvt Ltd(“Producer”) for exhibition on ABN Andhrajiyothi TV Television channel (“Channel”) from **21st May 2015 to 21st July 2015**

### **II. DEFINITIONS:**

1. “Episode” An Episode of the Program.
2. “Producer”: Means the producer of the Program which is Aamoda Broadcasting Company pvt ltd.
3. “Company”:Means the producer of the Program Aamoda Broadcasting Company pvt ltd and Voice Services
4. Contestant: Means person who has called 533560 for participating in “ROJUKO LAKSHADHIKARI”
5. Caller: also means person who has called 533560 for participating in “ROJUKO LAKSHADHIKARI”
6. “Program”: The LIVE Competition in the Studio
7. “Rules and Regulations”: These Rules and Regulations governing the Competition, stated herein in entirety, as maybe amended from time to time.
8. “Seasonal special/s”: Any Episode/s of the Show specially recorded or live to celebrate a specific time of year.
9. “Schedule”: An Live Episode or a set of Episodes to be recorded and/or recording dates as pre-determined by the Company.
10. “Show”: Each Episode of the Program (including any Seasonal special/s or Celebrity special/s Episode/s/) that is telecast.
11. “Studio Part”: That part of the Competition, which takes place in the Studio whether or not part of the Show.
12. Telecom Operator: Refers to Telewings Communications Services Pvt. Ltd (Uninor)  
Bharti airtel ltd , Idea cellular ltd , Tata teleservices ltd, Aircel Ltd, Vodafone India
13. “Studio”: means the Studio at “ABN Andhrajiyothi office studio, Hyderabad” or any other studio as decided by the Company/Producer where the shoot for the Competition / part of the Competition / promos of the Competition takes place.

### **III. PROCEDURE TO PARTICIPATE IN THE COMPETITION:**

1. One Competition question having four multiple choice answer options will be aired each day in IVR 5333560(“Service Lines”) during the promotions of the Show mobile telephone subscribers (Airtel/TATA/ Idea/ Uninor/ Aircel/Vodafone), excluding any calls made from a public call office (PCO) and land lines. The promotions will be aired inviting all viewers to answer for the Competition. The mobile phone lines, for each question of the General or

qualifying round period shall be open for twelve hours (12) hours i.e. beginning from 6:00:00 AM (IST) to same day 6:00:00 PM (IST) only.

2. The calls (referred to as “Entry”) for participating should have been completed on or before closing of the defined timelines in order to be considered as a valid entry (“Valid Entry/ies”).
  3. The cellular number from which the registration is received will be used as unique identification number received to identify the caller.
  4. In the Off- line mode Customer can dial IVR short code 5333560 and choose to answer one question which is played in the IVR. Customer can exercise his/her option to participate in the contest by responding to the IVR with the answer of his/her choice. The Question may vary from caller to caller.
  5. Each Caller may submit multiple entries. Valid Entries or shortest time correct answer each day shall only be considered for the selection process for that day (a day is defined as a twelve hours (12) hours i.e. beginning from 6:00:00 AM (IST) to same day 6:00:00 PM (IST) only).
  6. In the On- line mode Customer can dial IVR short code 5333560 and answer three questions which are displayed on the television screen during the show time. Customer can exercise his/her option to participate in the contest by responding to the IVR with the answer of his/her choice.
  7. To participate in the Competition, the caller or contestant has to give the correct answer by choosing the correct option. The IVR option is available to all mobile telephone subscribers (Airtel/TATA/ Idea/ Uninor/ Aircel/Vodafone) of A.P and Telangana telecom circle.
  8. The IVR rates for participation are as follows: The short code 5333560 is available on mobile telephone subscribers (Airtel/TATA/ Idea/ Uninor/ Aircel/Vodafone)
- For 5333560 – charges at Rs.6.00/minute
9. Winner selection process:
    - The Winner will be selected based on maximum number of right answers given by the participant during the contest period
    - If two or more contestants or callers gets same points then caller with total less duration will be considered for declaration of winner.
    - If the two or more contestants or callers gets same points and same total calls duration then first call time on offline service is considered.
    - If the two or more contestants or callers gets same points, same total call duration, first call time on offline service are same or equal then first call time on online service is considered.
  10. If any of the information requested during the IVR is not provided by the Caller(s) as per the instructions of IVR within four (5) seconds then the instruction will be repeated once again, after which also if the answer is not received for further four (5) seconds then a termination message will be played and the call will end. If answer is not received in the correct format, or is not from amongst the acceptable answer options, the question will be

repeated once again; if an invalid response is received a second time, then a call termination message will be played and the call will end. On answering as per the format, the Caller will be asked to confirm his/her entry or re-enter his /her response. If a caller does not confirm the answer entered by him/her the second time, termination message will be played and the call will end.

11. General schedule: Timelines are subject to change based on on-ground conditions, degree of participation, technical issues, force majeure reasons, etc.

Channel, Company, Voice Services or telecom operator are not responsible if the calls are not successful due to including but not limited to the following reasons:

- a) Line being busy
- b) Congestion on the network
- c) No answer received
- d) Poor call conditions / unclear reception
- e) Number engaged
- f) Call drop
- g) Other reasons that could render a call unsuccessful or terminate it.

The Channel, Company, Voice Services or telecom operator shall not be liable in the event the caller is not able to participate in answering questions due to any delay or no answer received again from the initial mobile contact, asking for the same details, failure to provide such details shall lead to disqualification of such caller

**Documents submission by winner:**

The Winner is required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and attested photocopies of either

- 1) 1 recent passport sized color photographs
- 2) Valid photo ID proofs that will be admissible are:
  - UID / Aadhar Card
  - Passport
  - Voter ID
  - Driver's License
  - Pan Card
- 3) Valid name proofs that will be admissible are:
  - Birth Certificate
  - Passport
  - Voter ID
  - Driver's License

- PAN card
  - UID / Aadhar Card
- 4) Valid address proofs that will be admissible are:
- Phone / Electricity Bill
  - Passport
  - Voter ID
  - Driver's License
  - Ration Card
  - UID / Aadhar Card

The Company shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the calling process.

#### IV. GENERAL TERMS AND CONDITIONS

- 1) Participation in the Competition by sending entries in any of the aforesaid manner shall be considered to be acceptance of these Rules and Regulations.
- 2) Competition is open to adult citizens of India i.e. only those who have completed 18 years of age as on 21st May, 2015 and the citizen should be of sound health and mind. Persons must call on their own behalf and entry(ies) by proxy will not be accepted, even for their family members.
- 3) Employees of the Company, Producer, advertising agency, auditors, company's contractors which have been appointed from time to time, and also employees of the sponsors; and their respective families; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 are ineligible to enter the Competition. Failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within a reasonable time upon request by the Producer/Company may result in disqualification. The Company also reserves the right to disqualify a winner in case a discrepancy is found to exist in the information furnished/provided/stated by the Contestant during the conversation with the Producer/Company or any of the company's sub-contractors and vendors in the Competition, and/or in the information stated in the documents furnished by the Contestant.
- 4) The Contestant(s) hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Company or its affiliates, as the case may be.
- 5) The Contestant(s) shall undertake, warrant and guarantee to the Company/Voice Services that the Contestant has the full legal capacity to participate in the Competition in accordance with these Rules & Regulations.

- 6) The Contestant(s) acknowledges that he/she has voluntarily chosen to participate in the Competition at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Competition. It is a condition of entry and participation in the Competition that the Contestant(s) has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing and/or merchandising contracts) or other arrangement for example with a management company or an individual to act as the Contestant's manager in respect of his/her musical or performing abilities or the products thereof or in respect of his/her name, likeness, image or biography which might be in breach of the Contestant Release Form or the Rules & Regulations or otherwise prevent the Contestant(s) from participating in the Competition/ Program or the broadcast, promotion, exploitation or sponsorship thereof.
- 7) Speaking to the media and third persons: None of the winners shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments relating to the any aspect of the Competition/Program or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Winner(s) shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the winner prospects of further participation.
- 8) Telephony: In the event the Contestant(s) uses a public phone or phone or SIM card not registered in his name for registration, the Company/Producer/Telecom operator/Voice Services will not be responsible to track the registered Contestant(s). In case the Company/Producer/Voice Services is unable to reach the registered Contestant(s), the registration entry will be deemed as invalid. In the event it is not possible to determine with certainty the person who registered from a particular telephone number/mobile number, that entry would be disqualified. Callers(s) are requested to use phone numbers which are unique to them.
- 9) Company/Producer/Telecom operator/Voice services shall not be liable for any failure of the IVR or system, any call drop during participation or incomplete calls by caller(s).
- 10) Only the entries received after the registration lines are opened will be considered valid.
- 11) The Company/Producer/ Telecom operator /Voice services shall endeavour to make all reasonably practicable arrangements to minimize telephone system difficulties and website downtime, ensure uptime of systems, back-up of data, telephone system capacity, and prevent other technical impediments, but cannot provide any guarantee in respect thereof as these are dependent on external utilities/ service providers.
- 12) Company/Producer/Telecom operator/Voice services and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt of calls.

- 13) Intellectual property rights and access to personal information: On request of the Company, the Contestant(s) shall also make arrangements for the Company to have access to his / her residence, work place, favourite hangouts, pets, etc. and obtain necessary permissions from his / her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
- 14) As part of Contestants' contribution to the Program/Show, the Producer may request Contestant(s) to participate in any online/interactive activity relating to the Program/Show including without limitation recordings of web-casts, interviews and participation in so-called „chat-rooms“.
- 15) The Contestant(s) shall ensure that the photos or videos submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Contestant(s) shall immediately be disqualified from taking part in the Competition or any further rounds of participation and such Contestant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- 16) Acceptance of these Rules and Regulations by the Participants / Contestants constitutes permission for the Company its affiliates and Producer to click photographs, record videos of the Contestant(s) and use the Contestant(s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
- 17) Questions and answers: The Company or the Producers will not entertain any claims / questions / queries with respect to the authenticity or correctness of any questions and answers for the questions asked in any round of the Competition.
- 18) The Company's decision on the correctness or incorrectness of any answer is final and binding on all Contestants.
- 19) Prize: The maximum prize which can be won in the Competition per day is Rs.1 Lakh only (Indian Rupees One Lakh Only)
- 20) The Producer (Aamoda broadcasting company pvt ltd) is whole and sole responsible for the daily gratification of Rs.1 Lakh to winners. Gratification amount to be paid to the winner within 120 days of his/her winning the contest.
- 21) Any and all taxes and/or levies applicable on the prize money won by the Participant(s), under the laws of India shall be borne by the Participant(s) in relation to the prize. Payment of prize money to the Winner(s) shall be after deduction of all applicable taxes and levies and subject to providing the relevant documents as intimated by the Company and will be paid within the time

stipulated by the Company. A duly attested copy of the PAN card is compulsory to claim the prize money by the winner.

- 22) Liability: The Company or the Channel or Voice Service or Telecom operator is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any Contestant(s) and/or the Winner (s) in any manner whatsoever, in relation to the Competition and/or prize.
- 23) The Winner(s) and/or the Contestant(s) of the Competition agrees that he/she shall hold harmless the Channel, Company, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the Competition/Program including but not limited to the procedure in the Competition 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 in India against sponsor and/or the Channel/Company/Producer/Voice services/ Telecom operator to claim any damages or reliefs.
- 24) Apart from the entitlement to be part of the television Competition "ROJUKO LAKSHDHAKARI", the Contestant or his / her legal heirs will have no other rights or claims against the Company or the Producers.
- 25) All disputes are subject to the exclusive jurisdiction of the courts at Hyderabad.
- 26) Voice Services/Aamoda broadcasting company pvt ltd/Telecom operator or its directors / officers / affiliated companies will, in no manner whatsoever, be responsible for circumstances beyond its control, which hinder the completion of the contest.
- 27) The rules and regulations will be updated in their website by ABN Andhrajyothi and Voice Services from time to time without any further notice to Subscriber.
- 28) The company reserves the right for duration and telecast period of the program on television.