

TERMS AND CONDITIONS GOVERNING “SAB CHAI PE CHUTKULE

A. TERMS AND CONDITIONS:

The following are the rules and regulations for registering in the “**SAB CHAI PE CHUTKULE**” events (“**Event/s**”) organised by Multi Screen Media Private Limited and/or its affiliates (“**MSM**”) on the terms and conditions stated herein under (“**T&Cs**”/ “**Terms and Conditions**”).

By Registering for the SAB CHAI PE CHUTKULE Event/s, hosted on the website - www.sabtv.com (“**Website**”) you (“**Participant**”) signify your assent to these Terms and Conditions stated below.

1. The Event will be a platform facilitated by Channel SAB where stand-up comedians, as chosen by MSM, will perform (“**Act**”). MSM shall conduct the Event/s across such cities and at such venues and on such dates as mentioned below. Participants to note that the details regarding the venue/date of Event/s and time are subject to change as per sole discretion of MSM.

City	Date	Event Venue	Event time
Pune	29 th August, 2015	<i>Ankush Rao Landge Natyagruha, Bhosari,</i>	5 PM

By participating in the Event/s, you (“**Participant**”) signify your assent to these Terms and Conditions stated below

Any reference to you (“**You/Participant**”) shall wherever the context requires also mean to include Participant’s other family members i.e. a minimum of 2 (two) or maximum of Six (6) family members (excluding the Participant). For being able to participate in the Event, the Participant in addition to himself/herself is required to nominate minimum (1) One or maximum of five (5) family members of his/her family.(hereinafter collectively referred to as “**Family**”). For the sake of clarity, MSM shall only consider a total between Two (2) and six (6) member family (including the Participant) for the purpose of participating in the Event at MSM’s sole discretion. No Stag/single entry of any Participant will be permitted under any circumstances. Participant registering on behalf of the Family shall be responsible for ensuring that all the family members abide by and are bound by these Terms and Conditions

Age Criteria-

- One Participant shall register on behalf of the entire Family, provided such member is 18 years of age and above

The Event shall be an ongoing event and shall commence and conclude as per details mentioned herein above.

How to Register: Participants interested in viewing/being invited for the Event can register any of the following two categories viz.

(A) By physical copy of invite: MSM may be distributing invites to the Event at certain designated places as per their discretion. Upon receipt of such invite, Participants will be required to give a missed call through their valid cell phone number on 08820888208 and will have to follow the registration process mentioned below

(B) Participation through missed call: Participant (s) interested in participating in the Event have to give a missed call through their valid cell phone number on 08820888208. On giving such missed call Participant will be sent the following SMS and may also receive the following email:

- **TEXT OF SMS/**

You and your family are cordially invited to SAB Chai Pe Chutkule. Come to Ankush Rao Landge Natyagruha, Bhosari, Pune on Saturday, August 29 at 5pm.

T&C apply

- **TEXT OF EMAIL:**

Sub: SAB ke shaam ki chai hogi chutkulon ke saath!

SAB TV cordially invites you and your family to witness India's finest entertainers – Ahsaan Qureishi, VIP and Rajiv Thakur – in action on SAB Chai Pe Chutkule!

The details of the event are as follows:

Venue: Ankush Rao Landge Natyagruha, Bhosari, Pune

Date and Timing: 5:00pm, Saturday, August 29

Entry on first-come-first-serve basis. Hence, please arrive early. T&C apply

Asli Mazaa SAB Ke Saath Aata Hai!

- (i)** Participants will thereafter receive a call from MSM and/or its Agency who will assist such Participant to complete the registration process. Participants will be asked to provide their following personal identifiable information such as (i) first name, (ii) last name, (iii) date of birth, (iv) e-mail, (v) gender, (vi) Family Member Details, (vii) Address (viii) State and City and any other details as required by MSM, which have to be furnished by the Participant.
- (ii)** The SMS/email shall confirm the date and venue of the respective Event/s Participants shall be required to furnish such SMS along with valid identify proof of such Confirmed Participants and each of his/her family members on the day of the Event at the Venue.

Participants shall not be allowed to enter and participate in the Event if they do not carry their valid identity proof along with a print out of such confirmation email.

- (iii) The Participants by providing the aforesaid sensitive personal information to MSM/ Agency (or any other Agency) hereby agree that MSM and Agency shall have the right to share the information so collected with such other third party as MSM / Agency are required for the purpose of the Event and hereby agree that they shall not file any claim against MSM/ Agency for sharing for such personal information.
 - (iv) Participants further agree and acknowledge that by participating in the Event through missed call or by accepting the physical copy of invite they agree to receive such SMS/calls from MSM/ Agency in relation to the registration process/information of the Event. Maximum one (1) attempt will be made to contact the Participant on his valid cell phone number. In the event MSM is unable to contact the Participants (due to the number being busy, switched off, unavailable, call not answered, etc.), the Participants will be disqualified
 - (v) The information provided by the Participants (along with information of such Participant's family members) may be used by MSM for internal purposes and to send in the future to the Participants promotional information pertaining to the MSM network. Providing information to us is your choice. The Participant by providing the aforesaid sensitive personal information hereby agrees that MSM shall have the right to share the information so collected with such other third party as MSM is required for the purpose of the Event and hereby agree that they shall not file any claim against MSM for sharing for such personal information. By participating in the Event and by providing the aforesaid personal information Participant hereby consents for himself/herself and also consents on behalf of his/her family members to receiving information about various marketing promotional activities/events of MSM including but not limited to receiving information/being contacted by the research team of MSM. 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.
 - (vi) Participants to note that there shall be no winner announced in this Event/s and therefore there shall be no prize/s given in this Event/s.
 - (vii) The entry of the Participant along with his Family for the Event shall be on a first come first serve basis subject to the availability of space and MSM shall at its sole discretion have the right to deny or restrict the entry of any Participant into the Event
- (C) Any other mode as may be decided by MSM in its sole discretion.

1.1. PROCESS:

- (i) By agreeing to the present Terms and Conditions, Participant(s) waive their right to object to the selection process of MSM or file a claim against MSM.
- (ii) MSM shall at its sole discretion decide whether the Event/s are going to be televised. MSM is not liable to disclose its selection process and will not entertain any questions with respect to the same.
- (iii) Decision of MSM in all matters pertaining to the Event/s and selection of Participant(s) shall be final and no correspondence in this regard shall be entertained. MSM shall not be obliged to notify unsuccessful Participant(s) of its decision.

- (iv)** MSM may in its sole discretion exclude a Participant(s) from participating in the Event/s which may include without limitation (i) circumstances which, in MSM view, renders the Participant(s) unfit to participate therein; (ii) inability to produce documentation specified by MSM proving the identity of the Participant(s); (iii) any other reason that, at the discretion of MSM, would adversely impact the MSM, Channel or Event/s
- (v)** MSM will have no liability to Participants(s) they are unable to attend or take part in the Event/s for whatever reason and MSM shall be entitled to disqualify the Participant(s), replace any such Participant(s) from the Event/s at any time, at the discretion of MSM.
- (vi)** The entry at the venue of the Event/s for Participants (s) will be subject to verification and valid identity and address proof documents as required by MSM at its sole discretion.
- (vii)** The Participant(s) shall not be allowed to record the Event/s under any circumstances.
- (viii)** MSM shall have the sole discretion to discontinue/cancel the Event at any point of time and the Participant(s) shall not raise any claim due to such discontinuation or cancellation. The Participant(s) understand and accept that MSM has the right to change, alter, modify or make such changes to the Event/s format and/or any detail/process in relation thereto which MSM may deem appropriate for operating the Event/s at its sole discretion.
- (ix)** MSM shall not be held liable in the event of injury or any physical or mental harm caused to the Participant(s) or even death during the course of the Event/s
- (x)** All costs incurred by the Participant(s) including but not limited to traveling, accommodation or food and the arrangements for the same shall be the responsibility of the Participant(s) and no claims for the same shall be made against MSM.
- (xi)** Notwithstanding any other provisions in these Terms and Conditions, MSM may, at its sole and absolute discretion, cancel or reschedule the Event/s or hold additional events on such other dates and at such places as it may determine and the Participant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by MSM and shall attend at any and all such additional events.
- (xii)** MSM shall have the full right to decide all elements forming part of the Event/s to be given to a Participant(s).
- (xiii)** The decision of MSM in connection with the Event/s including but not limited to short listing the Participant(s) will be final & binding and is non-contestable. The Participant(s) shall not question such process. In case of any dispute or difference in respect of the Event, the decision of MSM shall be final and binding on all concerned.
- (xiv)** The information provided by the Participants may be used by MSM for internal purposes and to send in the future to the Participants/Registrants promotional information pertaining to the MSM network.
- (xv)** Even after final selection for the Event/s MSM shall have the absolute right to replace any of the Participant(s) as per their sole discretion.
- (xvi)** MSM shall not be responsible or liable for any technical disruption and/or failure/ and/ or any other difficulties of such nature, due to which the Participant is unable to log onto the Website or fill the registration form or is un-reachable via email (for e.g. if the email is transferred into a SPAM folder) or SMS or any technical disruption and/or failure/ and/ or any other difficulties of such nature, due to which MSM is unable to intimate the Participant
- (xvii)** MSM reserves the right to disqualify any Participant(s) from participating in the Event/s without assigning any reason. The decision of MSM in this regard shall be final and binding upon the Participant(s).

- (xviii)** Family members of the Participant who are below 18 years of age shall be eligible to participate in the Event/s voluntarily on their own behalf subject to the consent of their natural guardian/s and without being under any compulsion or duress
- (xix)** The Participant(s) grants MSM irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Event/s in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participant(s) further knowledge or consent.
- (xx)** The Participant(s) shall indemnify and hold MSM harmless from any claims, expenses, damages or any other payments of any kind arising in any way out of the use of participants name, image, voice and likeness, or the contents of their performance
- (xxi)** MSM reserves the right to withdraw or discontinue and/or terminate the Event at any stage without prior notice and without any liability whatsoever to the Participants.

B. GENERAL RULES:

1. Participant must be above the age of 18 years and should be an Indian citizen, residing in India only. Citizens and/or residents of countries other than India are not eligible to participate in the Event/s. Further, the Participant should not have criminal conviction of an arrangement or a contract that prevents the Participant /s from participating in the Event/s.
2. Employees, agents and promoters (including their immediate family members) of MSM and any of their divisions, affiliates and subsidiaries, and others associated with the Event in any manner, are not eligible to participate in the Event/s.
3. To register for the Event/s, the Participant must have valid proof of identity, age and address or any other document as may be required by MSM at its sole discretion.
4. MSM does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Event/s by each Participant. The Participant is advised to obtain such insurance themselves if required.
5. Winners (if any) declared from amongst the participants in the Event/s shall be at the sole discretion of MSM and shall be entitled to such gratification as MSM may deem fit at its sole discretion. It is expressly clarified that MSM shall not be obligated to give any prize (in cash or kind) to any of the Participants of the Event. Any and all taxes and/or levies applicable on the Prize won by the winner, under the laws of India shall be borne by the winner in relation to the Prize.
6. Terms and Conditions governing the Event/s shall be mentioned on the Website. Participants agrees that by participating in the Event, the Participant shall be bound by the terms and conditions provided at the Website.
7. Non-conformance by the Participants to any and all the Terms and Conditions shall make such Participants Registration null and void.
8. Participants shall not post any profanity or abusive comments on the respective Website page. In the event of any such profanity or abusive comments posted on foregoing pages, such Participants shall be disqualified forthwith and MSM reserves its rights, in addition to removing such post, to take a legal action against such Participant/s.

- 9.** By registering for the Event/s, each Participant agrees to follow these Terms and Conditions and is deemed bound by any decisions made by MSM in its sole discretion, including any interpretations of the Terms and Conditions.
- 10.** 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 MSM. 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.
- 11.** Participants may be required to sign an "indemnity and release of claims" form provided by MSM, as the case may be, which shall release MSM of all liability. Failure to complete and sign any documents requested by MSM may result in disqualification of Participants. All decisions of MSM are final in this regard.
- 12.** Participants shall hold harmless the Channel, MSM its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees or any other person from and against any injury, damage, harm, loss, death, mental or emotional trauma suffered by the Participants in any manner whatsoever connected to the Event/s and the outcome of the Event/s and waives all rights to file in person/through any family member and/or third party any application, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
- 13.** By participating in the Event/s, it is deemed that the Participants has read, understood, accepted and agreed to abide with all the rules and regulations of the Event.
- 14.** MSM reserves the right to disqualify any Participants if it has reasonable grounds to believe that the Participant has breached any of these Terms and Conditions.
- 15.** For any queries with regard to the Event/s, participants can call on the number - 08820888208 .
- 16.** MSM is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Event/s is provided "As is" without warranty of any kind. MSM 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.
- 17.** Participants should ensure the accuracy of the information provided by them at the time of participating in the Event/s. Participant's hereby represent and warrant that the information provided by the Participant for self and for his/her family members is true and correct.
- 18.** Under no circumstances shall MSM including the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant (s) and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if MSM has been advised of the possibility of such damages.

- 19.** MSM reserves the right to withdraw or discontinue and/or terminate the Event/s at any stage without prior notice and without any liability whatsoever to the Participant (s).
- 20.** The decisions of MSM and its representatives shall be final and binding on all aspects of the Event/s
- 21.** Your participation in the Event/s will be deemed as an acceptance of the above stated Terms and Conditions and Terms of Use of the Website.
- 22.** MSM has the right to amend (add, delete or modify) the Terms and Conditions/Registration Form governing the Event/s, prospectively or retrospectively, at its discretion and without prior notice. The Participants registering for the Event are required to review these terms regularly to ensure that they are aware of any changes made.
- 23.** In case Participant is found to be in violation of any and all rules of the Event/s MSM reserves the right to initiate legal proceedings against such person(s).
- 24.** 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 MSM their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Event/s
- 25.** By participating in the Event/s 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 MSM's right to picture, tape or portray him/her as a Participant, 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 Participants also consent to MSM's right to use his/her name, voice or picture, or the content of his/her Even registration entry (collectively, the "Publicity Rights"). MSM can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with MSM. MSM shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the Event for any purpose.
- 26.** MSM 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 Registration Entry of a Participant at any stage of the Event.
- 27.** The Participant agrees that he/she shall not hold MSM and/or the Channel and/or their employees, responsible for delays or any problem in connection to the Event/s.
- 28.** MSM 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 Event/s
- 29.** 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 MSM and/or the Channel in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to MSM and/or the Channel herein.
- 30.** By participating in the Event/s, it shall be construed that the Participant(s) and/or the Participant has waived his/her right to raise any dispute with regard to the Event/s in any manner whatsoever.

- 31.** The Event/s shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Event/s are subject to the jurisdiction of the Courts at Mumbai only.
- 32.** The Participant (s) acknowledges that he/she has voluntarily chosen to participate in the Event/s at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Event.
- 33.** There is no obligation on the part of MSM to record or broadcast the Event/s in which a Participant(s) has appeared or any part of his / her contribution to the Event/s
- 34.** None of the Participant(s) shall, without the prior written approval of MSM, speak to the press or any other media nor give any interviews or comments relating to the Event/s. The Participant(s) shall not disclose any information whatsoever relating to MSM to any other party.
- 35.** The Participant(s) agree to release MSM and its respective divisions, affiliates, subsidiaries, branches, directors, officers, employees and agents, as well as all others associated with the development and execution of the Event/s , from and against any and all liability with respect to or in any way arising from this Event, including liability for personal injury, except where prohibited or limited by law.
- 36.** MSM reserves its right to select and declare or not to declare the Winner in the event no Participant has performed to the satisfaction of MSM. Decision of MSM in this regard is final and no correspondence in this regard will be entertained.
- 37.** MSM also reserves the right to change the terms and conditions of Event as contained herein and to alter or terminate the Event at any time without prior notice.
- 38.** MSM shall be entitled to take necessary action for and against the Participant(s) or any interested/intended Participant(s) for any act of omission or commission which is perceived by the MSM in its sole discretion as misbehaviour, misdemeanour and/or any act which creates or is likely to create any unrest at the venue on the day of the Event or any such action which MSM perceives as a genuine threat to the safety of its employee or agents or its property at the venue of the Event and/or Event. Any disturbance, illegal or unethical act in or outside the venue and/or related to the Event will lead to immediate disqualification.
- 39.** It is a condition of entry and participation in the Event that the Participant(s) who wish to make themselves available to participate in the Event, agree and sign up the Release/Participation Form (if provided) and abide by terms and conditions of such Release/Participation Form and terms and conditions as devised from time to time by MSM. As part of Participant(s)' contribution to the Event, MSM may request the Participant(s) to participate in any activity relating to the Event including but not limited to recordings of web-casts, interviews and participation in so-called 'chat-rooms', radio and television shows and any other similar promotional shows.
- 40.** By entering into the Contest, the 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 MSM's right to use their pictures/audio/video file/write up for the Event, picture, tape or portray him/her as a Participant/Winner, 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 Winner (if any) (including Winner's Family) also consent to MSM's right to use his/her name, voice or picture, or the content of his/her Contest Entry (collectively, the "Publicity Rights"). MSM can allow to its

agencies to exercise/exploit the Publicity Rights in conjunction with MSM. MSM shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the Contest for any purpose.

- 41.** The Participant(s) agree that they shall indemnify, defend and hold harmless MSM, its directors, employees, officers or representatives in connection with their Registration Entry/ies for Event/s.
- 42.** Participant represents and warrant that the personal information provided by such Participant of himself/herself along with personal details as required for his/her respective family members is true and correct.
- 43.** Participant(s) by entering their details and submitting supporting documents to such entries and by accepting the present Terms and Conditions agree that MSM shall be entitled to use their details for promotional purposes and store, transfer, use and share the same with any third party without any further intimation to or consent from the Participant(s) and the Participant(s) shall not file any claim against MSM for any such use of their details by MSM.
- 44.** MSM and/or its directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise to the Participant(s).
- 45.** MSM shall be under no liability whatsoever to the Participant(s) in respect of any loss, damage suffered by the Participant(s) arising from or pursuant to the Event or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant(s) or at any stage of the Event/s whether or not caused by (1) the administration (including scheduling) of the Event including any failure of transportation or inability for any reason to reach the Venue; (2) as a result of the decisions of MSM (3) as a result of any comment, remark, judgement, view, criticism, critique, opinion and/or observation made and/or passed by any of MSM; and/or (4) any printing, typographical or technological errors in any materials associated with the Event. Notwithstanding the generality of the foregoing, MSM expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Event. In no event will the measure of damages include, nor will MSM be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant(s); or circumstances beyond MSM including MSM's reasonable control
- 46.** MSM shall have the sole the right to cancel/ postpone/ stop/ terminate the Event and/or make any amendments to the existing rules for the Event contained herein, at any given time without incurring any liability whatsoever, without prior notice and in its sole discretion.
- 47.** MSM does not endorse any comedy act or any opinion, recommendation, or advice expressed therein, and MSM expressly disclaims any and all liability in connection with the Act.