

Terms & Conditions  
Mirchi Waali Khushi Contest

ENTERTAINMENT NETWORK (INDIA) LTD (ENIL) is holding a Contest known as Mirchi Waali Khushi on its Radio Channel at Mumbai, Delhi, Kolkata, Bangalore 95, Hyderabad 95, Pune, Chandigarh, U.A.E, Ahmedabad, Digital

By reading this Contest terms and conditions AND participating in the “Mirchi Waali khushi” Contest (hereinafter referred to as the ‘Contest’) to be conducted in Mumbai, Delhi, Kolkata, Bangalore 95, Hyderabad 95, Pune, Chandigarh, U.A.E, Ahmedabad & Digital (hereinafter referred to as the ‘Contest cities & Digital’) you irrevocably and unconditionally accept the same and you undertake to be bound by all the conditions contained therein without any kind of contestation and/or demur

**IF YOU DO NOT AGREE TO THE TERMS, OR IF YOU DO NOT SATISFY THE ELIGIBILITY CRITERIA, PLEASE DO NOT PARTICIPATE IN THE CONTEST.**

By participating in the Contest, you accept and agree to the following: -

1. The Contest shall be known as Mirchi Waali Khushi CONTEST and shall commence at ENIL’s radio stations on 10<sup>th</sup> November through 15<sup>th</sup> November 2016 (both days inclusive), between 7 a.m. (IST). up to 9 p.m. (IST) only (“Period of the Contest”).
2. This Contest is open only to Indian Citizens residents in contest cities & digital only.
3. Only one entry per Participant, per question is permitted. Multiple entries will result in disqualification of the Participant for the Contest.

4. To participate in the Contest, the participants need to call/ send video/ photos/ text during the broadcast of the Contest.
5. Participants to give full details of their Name, permanent address, Income Tax PAN, Phone number, age and such other details as may be prescribed by ENIL and it is to be understood that the Prizes will be given to the Winner only upon furnishing of the prescribed details and documents.
6. The Contest will be promoted on air by on air promos or any other means deemed fit by ENIL at its sole discretion. The listeners who are interested in participating in the Contest (“Participant(s)”) will need to call/ send video/ photos/ text the desired response of what they have done on the particular day to spread Khushi. Any entries sent beyond the Period will not be considered for the Contest
7. At the end of each day from the start of the contest, ENIL shall select the best entry of the day from amongst the answers received at each contest city. The selected entries will battle it out to win and in accordance with these terms and conditions 1 couple (2 single tickets) will be selected as winners (the “Prizewinners”) at each contest city. The Prizewinner whose name is selected first shall be eligible to win a couple ticket in each contest city for Coldplay concert in Mumbai on November 19, 2016 (“The Prize”). ENIL would give winner only ticket. The cost of travel, accommodation & food is to be borne by the winner.
8. On Digital there will be one winner over 6 days (10th - 15th November 2016) who will win 1 couple pass (2 tickets).
9. ENIL would announce 1 couple (2 tickets) winners on air at its stations located at contest cities & on its website for Digital. The Winners shall also be intimated by Phone & email. The decision of the Management of ENIL is

final and no correspondence or any other claims whatsoever, in this regard will be entertained.

10. Only one attempt will be made to contact the winner at the Telephone number available with ENIL, thereafter the prize shall lapse unconditionally and irrevocably without further notice in this regard at the sole discretion of ENIL and the winner shall have no claim whatsoever on the Prize.
11. The Prize cannot be exchanged /redeemed for cash or any other non-monetary consideration and the prize is not transferable.
12. The Prize is subject to the laws of India and deduction of taxes, levies and other statutory payments as applicable and borne solely by the Winner and paid for by the Winner. Mere participation in the Contest shall not entitle a Participant a Prize. If winner is unable to pay the amount of taxes required, then the prize will lapse and will under no circumstances be transferred to someone else
13. All expenses in connection with the Prize, if applicable, including without limitation insurance, incidental costs, taxes, service tax VAT, stamp duty, TDS, any levy any tax, registration fees, travel expense/costs shall be solely borne by the Prize Winner which the Prize Winner accepts without any demur or objection.
14. ENIL provides the prize "as is basis" and without any warranty or guarantee concerning the quality, suitability or merchantability of any prize and ENIL or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the Product and Service Liabilities) for deficiency and/ or defect of any product/service given as the prize or any kind of consequential damages/ loss, in any manner whatsoever.

15. ENIL reserves the right to substitute the prizes offered (such prizes will be of equal value).
16. Minors below the age of 18 years are entitled to participate in the Contest. However, in the event that a minor below the age of 18 years participates and wins in the Contest he/she shall not be entitled to the Prize unless, he/she is represented by the parent/guardian, and the parent/guardian completes all necessary formalities on his/her behalf.
17. If the Winner does not accept the Prize/ get it collected from Radio Mirchi, Matulya, Lower parcel office before 17<sup>th</sup> November 8pm the prize shall unconditionally and irrevocably lapse without further notice in this regard.
18. ENIL and its divisions, affiliates and subsidiaries, and their respective agents and representatives, are not responsible for any loss of entries for any reason whatsoever including, due to any technical problems caused for entries received after the deadline as a consequence of internet services or computer service delays, interruptions, failures or overloads, or for lost, misdirected or misplaced entries. Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions.
19. ENIL reiterates that ENIL and its employees shall not be responsible for any claims arising out of technical failures before or during or after the completion of the Contest including but not limited to any technical failures in the telephone lines, failure due to cellular network connectivity or coverage/ failure due to cellular network congestion, failure of servers, any mistakes arising out of technical snags, etc.

20. All entries will be treated as the property of ENIL and can be used by ENIL for any promotional and / or commercial activity & the participants/winners waive all rights of whatsoever nature in the said entries in favour of ENIL by participating in the Contest
21. Under no circumstance, unless due to willful misconduct or gross negligence, shall ENIL and its affiliates/subsidiaries/parent company, their respective directors, employees, officers, 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, suit, any criminal and/or civil proceedings in any courts or forum or tribunal situated in India against ENIL and its affiliates/subsidiaries/parent company and their respective directors, employees, officers, affiliates or subsidiaries to claim any damages or any reliefs in connection with the Contest.
22. The Participants, Finalists, Winner(s) of the Contest hereby indemnifies agrees that he/she/they shall hold harmless ENIL , Radio Mirchi, its employees, officers or any other person in relation to the same with regard to any injury/damage/harm/loss suffered by him/her/them in any manner, whatsoever, in connection with the prize and that the Prize Winner waives his/her/their right to 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 in India against the parties mentioned above and/or any parties related to the Contest to claim any damages or reliefs or otherwise.
23. ENIL/Radio Mirchi 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 Prize Winner and/or Companion(s) in any manner whatsoever, including but not limited to the Contest and/or Prize

24. ENIL reserves its right to select and declare or not to declare the Prizewinner if no contestant has submitted Entries upto the satisfaction of ENIL. Decision of ENIL in this regard is final and no correspondence in this regard will be entertained
25. Employees and family members/relatives of ENIL, Bennett, Coleman & Company Ltd.(“BCCL”), Times Infotainment Media Ltd.(“TIML”), Times Innovative Media Pvt. Ltd.(“TIMPL”) and the Sponsors are not eligible to participate in the Contest.
26. All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) / the Contest and in any and all entries received shall vest solely and exclusively with ENIL at all times. ENIL or any person or entity permitted by ENIL in this regard shall be entitled to use the entries received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant.
27. ENIL reserves the right to change, defer, alter or cancel this Contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Decision of ENIL in this regard and in general with respect to this Contest and the Terms & Conditions thereto shall be final, binding and non-contestable. The process is not subject to review by any participant.
28. ENIL shall not be responsible for any loss or damage if it has to discontinue or cancel this Contest in compliance with any law, ruling, order, regulation, circular, notification, requirement or instruction of any Central/State

Government or for any other unavoidable reason beyond its control. The participants shall be informed of such discontinuance/cancellation as soon as possible, through ENIL website.

29. Nothing contained herein amounts to a commitment or representation by ENIL or the Sponsors to conduct further or other contest/schemes.
30. The decision of ENIL shall be final in all regards and no communication shall be entertained in this regard.
31. ENIL reserves its right to select and declare or not to declare the Prizewinner if no contestant has submitted Entries upto the satisfaction of ENIL.
32. While accepting the Prize, the Prizewinner may be required to sign an “indemnity and release of claims” form provided by ENIL, as the case may be, which shall release ENIL of all liability in connection with the Contest and the Prize . Failure to complete and sign any documents requested by ENIL may result in disqualification and selection of an alternate Prizewinner. All decisions of ENIL are final in this regard.
33. The SMS shall be deemed to be received when such SMS reaches the server of the concerned telecom operator. Any unclear/incorrect/incomplete SMS including SMS with wrong characters shall be considered invalid entry and deemed null and void. ENIL shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network etc.
34. ENIL is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. ENIL makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participants and/or any third party including, without

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

35. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED by ENIL including, but not limited to, meeting of the ENIL's requirements or aspirations, failure of network security of any nature on Whatsapp, any URLs, the Facebook link, timeliness, security, the results or reliability of any Contest, or the delivery, quality, quantity, merchantability, delay in time taken or recorded for answering a question during the Contest, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Contest or any transactions effected through the Contest; (b) The Participants expressly agree that his/her participation in the Contest offered by the ENIL is at the Participants' sole risk and is governed by the Terms and Conditions herein;

36. By taking part in this Contest the Participant agrees to accept all the terms and conditions stated herein.

37. None of the provisions of these terms and conditions shall be deemed to constitute a partnership or agency between the Participant and ENIL and the Participant shall have no authority to bind ENIL in any manner whatsoever.

38. Winner/s may be requested to take part in promotional activity and we reserve the right to use the names of winner/s, their photographs and audio and/or visual recordings of them in any publicity.

39. The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies

40. These Contest Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them
41. By participating, the Participant / Prize Winner releases, discharges, indemnifies, and holds harmless ENIL, their parent, subsidiary, successor, and affiliated companies, and their respective officers, directors, employees, agents, and representatives, advertising agencies and (collectively the **“Releases”**) from any and all liability, loss, harm, injury, damage, cost and expense whatsoever arising directly or indirectly from participation in the Contest.
42. ENIL excludes all liability whatever for any costs, expenses, damages, liability, injury or disappointment suffered by you arising out of or in any way connected with the Contest
43. This Contest is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of ENIL and/or its employees In case of force majeure conditions, no liability in whatsoever manner shall fall upon ENIL and/or its employees.
44. ENIL reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms & Conditions and prizes at their sole discretion at any time during its validity as may be required in view of business exigencies and/or changes by regulatory authority and/or statutory changes and the same shall be binding on the Participant. This Terms and Conditions shall be subject to updates and changes without any specific notice and the Participants are bound to access the website or call ENIL to understand the changes.

45. These Terms & Conditions (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Terms & Conditions) shall be governed by, and construed in accordance with, the laws of India and shall be subject to the exclusive jurisdiction of Courts at Mumbai only

A copy of these Terms and Conditions are being made available on the website [www.radiomirchi.com](http://www.radiomirchi.com). Additionally, a printed copy is available at the front office of Radio Mirchi at Radio Mirchi, Matulya, Lower Parel, Mumbai

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