

## **Terms and Conditions for “Sabse Bada Kalakar” Contest**

The following terms and conditions (“T&Cs”/ “Terms and Conditions”) shall be applicable to Sony Pictures Networks India Private Limited (Formerly known as Multi Screen Media Pvt. Ltd.), (“SPN”), owned television channel ‘SET’ (Sony Entertainment Television) (“Channel”) activity conducted on the website [www.sabsebadakalakaar.sonyliv.com](http://www.sabsebadakalakaar.sonyliv.com) (“Website”) relating to promotion of one of Channel’s program titled “Sabse Bada Kalakar” (“Show”) which shall function in a manner as specified in Specific T&C’s at end of this T&C and the contest shall be termed as follows (“Activity”):

- **“Share your Script” Activity on the Website**

The above contest shall be referred to with its respective Contest title on the Channel Website.

The T&Cs shall be in two parts (a) Specific T&Cs for each Contest and Basic T&Cs for the Contest.

### **“Basic T&Cs”:**

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

1. The Activity is 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 must be adults having attained the age of eighteen (18) years to participate in the Activity as on the date of the Activity.

(All persons fulfilling conditions mentioned in section 1 & 2 shall be hereinafter referred to as “Participants”)

3. Activity shall be open for participation as per the timelines specified in the T&Cs for Activity.
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://www.setindia.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 about them including but not limited to Participants name, address, telephone number or mobile number and email address in order to register and participate 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 promotional information pertaining to the SPN network.
7. The specific requirements for the Activity shall be outlined in the T&Cs of the Activity.
8. For the Activity, each Participant must submit their complete entry in order to qualify as an entrant in the Activity (“Entries”) through Specific Mode of Participation specified in Specific T&C’s stated at end of this T&C.
9. The manner, day and the basis of choosing the winner (defined below) shall be specified in the T&Cs of the Activity.
10. The announcement about the Winners and the Prize(s) (defined below) shall be as per the T&Cs of the Activity.
11. Method and time of prize distribution: SPN shall inform the Winners via email or phone number provided by the Participants at the time of entering the Activity. SPN may require Winners to provide valid photo identity documents including but not limited to passport and ration card prior to handing over the Prize(s). SPN may or may not announce the Winners via the Website.
12. The distribution time and mode of distribution of the Prize(s) shall be at the sole discretion of SPN.

13. The Participant can win only once in this Activity. Any subsequent wins of the Participant (if declared) will be automatically void.
14. Participants should ensure the accuracy of the information provided by them at the time of entering the Activity.
15. 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 email id provided by the Participants. SPN shall not be held liable despite SPN's best efforts, in the event the provided mobile numbers/email Id is unreachable/not replied due to the following reasons including but not limited to: 1) Email ID or phone number provided by the Participant is incorrect. 2) Email ID belongs to a person other than the Participant 3) Mobile number answered but individual answering refuses to acknowledge SPN, the Activity and/or any relation thereto. 4) Any other reason the Email ID or any other contact details provided by which Participant cannot be contacted.
16. The Prize(s), when the same are in form of some tangible goods or materials or vouchers, shall be sent by post and/or courier to the Winners as per the address specified by them at the time of registering for the Activity. SPN shall not be responsible if any Prize(s) is damaged in the course of delivery through post and/or courier.
17. **Participants shall not post any profanity or abusive comments on the respective Website's Activity page/ Channel's website/or in any other manner. In the event of any such profanity or abusive comments posted on foregoing pages, such Participants shall be disqualified forthwith and SPN reserves its rights, in addition to removing such post, to take a legal action against such participant and/or user.**
18. Participants agree no clarifications on the questions and the answers used in the Activity shall be entertained by SPN.
19. By participating in the Activity, each Participant agrees to follow these Terms and Conditions and is deemed bound by any decisions made by SPN in its sole discretion, including any interpretations of the Terms and Conditions.
20. 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, tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions.
21. SPN reserves its right to select and declare or not to declare the Winners in the event no Participant has submitted correct answers. Decision of SPN in this regard is final and no correspondence in this regard will be entertained.
22. While accepting the Prize(s), the Winners 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 Winner. All decisions of SPN are final in this regard.
23. Mere participation/submitting Entries in the Activity do not entitle the Participants to win the Prize(s).
24. The Prize(s) will be awarded to the Winners pursuant to verification and in accordance with these Terms and Conditions.
25. SPN may refuse to give the Prize(s) to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Activity under these Terms and Conditions.
26. The Prize(s) shall be delivered to the Winners subject to submission of all relevant documents, if required in accordance with these Terms and Conditions of the Activity.
27. The Prize(s) are not transferable, assignable or exchangeable for cash equivalent. Only the prize Winners and no other person or agent, may claim the Prize(s).

28. In case the Winners is / are found to be in violation of any and all rules of the Activity, SPN reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winners to refund the Prize(s) won.
29. SPN has the right to substitute the Prize(s) with other prizes of equal value, as determined by SPN in its sole discretion.
30. SPN has the right to amend (add, delete or modify) the Terms and Condition governing the Activity, prospectively or retrospectively, at its discretion and without prior notice.
31. 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.
32. SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in 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.
33. Under no circumstance, unless due to wilful misconduct or gross negligence, 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.
34. By entering into the Activity, the Winners/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 SPN's right to use the pictures uploaded by the Participant(s) the captioned posted for the Activity , picture, tape or portray him/her as a Activity Winners, 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 Winners also consent to SPN's right to use his/her name, voice or picture, or the content of his/her Activity 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.
35. 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.
36. Under no circumstance shall SPN including the Channel 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, even if SPN has been advised of the possibility of such damages.
37. Non-conformance by any Participant and /or Winners of the Activity will result in immediate disqualification of the Participant from participation or winning the Prize(s) as the case maybe.
38. SPN reserves the right to withdraw or discontinue and/or terminate the Activity at any stage without prior notice and without any liability whatsoever to the Participants.
39. The decisions of SPN and its representatives shall be final and binding on all aspects of the Activity.
40. Your participation in the Activity by posting the Entries will be deemed as an acceptance of the above stated Terms and Conditions.
41. Participants are providing their personal information to SPN and such information will only be used for SPN's internal purposes and to send Participants promotional information in the future pertaining to the Channel/SPN/Website.

42. All taxes, levies and duties due and owing under applicable and statutory laws in connection with all Prize(s) if any, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize(s) Winners.
43. SPN shall not be responsible for any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons.
44. SPN shall keep all the information collected from the Participant's confidential. SPN shall ensure that the Participants are contacted by SPN and SPN shall not share the information so collected with any party, save and except for the purpose of the present Activity. The Participant's by providing the aforesaid sensitive personal information hereby agree that SPN shall have the right to share the information so collected with such other third party and SPN as required for the purpose of the Activity and hereby agreed that they shall not file any claim against SPN for sharing for such personal information. Please refer to Channel's Privacy Policy <http://www.setindia.com/privacy.php> that governs the use of your personal information. Participant entering into this Activity agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the website [www.setindia.com](http://www.setindia.com) in addition to the conditions set out in this document which shall govern the Activity;
45. In exercise of the powers conferred by clause (ob) 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 in the Activity, SPN shall treat the information and pictures 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
46. SPN shall deal with any Data/information including sensitive personal information, if any, that it receives from SPN or otherwise collects, holds, uses and processes in the following manner: a). Company may also disclose Data/information including sensitive 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.
47. Participants confirm that the pictures 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 Pictures nor any part thereof violate the statutory rights of, or the right of privacy, or constitute a libel or slander against any person, firm, corporation, association or entity whatsoever, or violate any other rights not herein specifically enumerated. No pictures 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.

48. The Activity is void where prohibited by law. All relevant national and local laws apply.
49. 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.
50. For any queries on the Activity and/or the Terms and Conditions, please send a direct message (DM) to the Sony TV at [connectwithset@gmail.com](mailto:connectwithset@gmail.com)

**“Sabse Bada Kalakar” – Specific T&Cs**

Day/s of the Activity	07 <sup>th</sup> April, 2017 to 02 <sup>nd</sup> June, 2017.
Platform on which Activity shall be available	Channel Website (defined hereinabove)
Specific Terms of Participation/Process of Participation	<ol style="list-style-type: none"> <li>1. Sabse Bada Kalakar is primarily a kids reality show which focuses on acting, singing, dancing and such other talents of children of age 3-14 years.</li> <li>2. Participants can share their ideas/scripts on which they would like the contestants of the Show to perform their upcoming acts.</li> </ol> <p>Note: While participating in the Activity, Participants shall ensure that the ideas/ scripts shared:-</p> <ul style="list-style-type: none"> <li>• are sent only in the text format and in English/ Hindi language only.</li> <li>• 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;</li> <li>• 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</li> </ul>

	<p>unlawful in any manner whatever;</p> <ul style="list-style-type: none"> <li>• does not harm minors in any way;</li> <li>• does not violate any law for the time being in force;</li> <li>• shall not create any liability for SPN or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders;</li> </ul>
Specific Process for choosing the Winners	<ol style="list-style-type: none"> <li>1) All the ideas/ scripts submitted by the Participants will be collected from the entries received by SPN.</li> <li>2) Selected scripts would be used in the Show and the contestants would perform on the same.</li> <li>3) The decision of SPN in choosing the Winners shall be final and binding on the Participants and the Participants while participating into this Activity agree to accept SPN's decision as final without any further claim in this regard.</li> <li>4) SPN shall not entertain any mail or query questioning or otherwise asking for the definitive process for choosing the Winners and the Participants by participating in the Activity shall be bound by these T&amp;Cs and Basic T&amp;Cs.</li> <li>5) SPN reserves the right to withdraw or discontinue and/or terminate the Activity at any stage without prior notice and without any liability whatsoever to the Participants.</li> <li>6) The decisions of SPN and its representatives shall be final and binding on all aspects of the Activity.</li> </ol>
Announcement of the Winners	The name of the Winners will be mentioned on television during the Show.