Taarak Mehta Ka Ooltah Chashmah’s – Haso Hasao Divas Contest Rules

1. Taarak Mehta Ka Ooltah Chashmah’s – Haso Hasao Divas Contest (“Contest”) will be held on on the official face book page ,i.e., @TMKOC.sabtv (FB Page) of Neela Tele Films Pvt. Limited (“NTF”), as stated hereunder:
2. The Contest will be held from 21:00.00 hrs (IST) on 24th July, 2017 and shall conclude at 23:59.59 hrs (IST) on 28th July, 2017 on the FB Page.
3. The Contest is open for users of all ages from all over the world.
4. The promotion of the said Contest shall be held by NTF vide the Tarak Mehta Ka Ooltah Chashmah’s official Twitter account, Instagram account and Youtube channel and/or vide the episodes of the TV Serial ‘Tarak Mehta Ka Ooltah Chashmah’ aired on the Channel titled ‘Sab TV belonging to Sony Pictures Networks India Private Limited (hereinafter referred to as the ‘Channel’), at any time at the discretion of NTF during the dates and within the time stated above, informing viewers about participating in the Contest to win “a silver coin of approximately 25 grams **OR** any one Tarak Mehta Ka Ooltah Chashmah’s merchandise of any value, as decided by NTF at that time” **(“Prize”).**
5. The participant(s)/contestants interested in participating and qualifying for the Contest will be required to

**a.** upload their funniest stories/moments originally shot and owned by the participant as the first author and owner thereof, in the form of an audio video cinematographic film (hereinafter referred to as ‘Video’), in which they are making others laugh and spreading happiness by making others smile, on their facebook account and tag ‘Tarak Mehta Ka Ooltah Chashmah’s’ said official FB Page which is **@TMKOC.sabtv**.

**b.** each participant may at his/her discretion upload and tag multiple entries as per paragraph 4(a) above and each such Video will be considered as an independent entry for the Contest.

1. With respect to the Contest, NTF shall select One Hundred (100) winner/s for the Contest among the contestant(s), who have correctly participated in the Content as per the terms hereof and the winners shall be selected basis the best videos as judged and decided by NTF at its sole discretion (“Winner(s)”). It is clarified herein that the selection of Winner(s) will be at the sole discretion of NTF and in no event will the Channel be responsible in any manner whatsoever for the same and/or for this Contest.
2. NTF will announce the Winner(s) on its said FB Page ‘@TMKOC.sabtv’, two (2) months after the Contest ends on the said FB Page or on any date prior to the same if required by NTF at its sole discretion any date earlier to the same. The Winner(s) will be required to contact NTF vide the ‘personal messenger’ option of the said FB Page of NTF within a maximum of seven (7) days from the date of announcement of the Winner(s) on the said FB Page. For the avoidance of doubt, it is clarified that in case the Winner(s) does not contact NTF within the said seven (7) days from the date of announcement of the Winners by NTF and/or is not available or refuses to disclose the information as may be required by NTF such as contact details for the delivery of the Prize and any and all information as may be required by NTF for the purpose of the Contest and/or does not complete the requirements as stated vide these Contest rules , NTF will not be responsible for the same and the Winner(s) will not be entitled for the Prize.
3. It shall be the sole responsibility of the contestant(s) and/ or Winner(s) to check the names of the Winners(s) on the said FB Page.
4. NTF and/or the Channel shall not be responsible in any manner whatsoever in connection to the Prize.
5. NTF solely reserves the right to select the Winner(s) for the Contest.
6. The Winner(s) shall not raise any dispute with regard to the Prize in or otherwise in any manner whatsoever including but not limited to value of the Prize and/or otherwise with the Channel and/or NTF.
7. NTF reserves the right to withdraw the Contest and/or change the timing and/or date & rules of the Contest or otherwise at any time without giving any prior notice thereof to the contestant(s) and/ or Winner(s) and /or otherwise.

13. NTF reserves the right to untag and/or disqualify and/or reject any of the said entries without assigning any reasons for the same and without any liability and/or obligation towards NTF and/or the Channel for any reason whatsoever. For avoidance of doubt the Contest Taarak Mehta Ka Ooltah Chashmah’s ****-**** Haso Hasao Divas is an amusing social media contest in which the participants shall only upload and share their original funniest stories/moments in the form of videos (audio video content) wherein they are making others laugh and are sharing happiness by making them smile and it will be the sole responsibility of the respective Participant to ensure that the said video(s) and/or any audio and/or any other part thereof are not obscene or blasphemous or defamatory of any event and/or person dead or alive and/or in any manner constituting an infringement of any third party works and/or in any manner illegal and/or unauthorized and also the contestants will ensure that no third party content including but not limited to marks, trademarks, names, logos, intellectual property, works including but not limited to underlying works shall be used in the said videos that may be entered by the same in the said Contest and further the said contestants and/or Winners will at all times fully and completely hold harmless and indemnify NTF and the Channel and their respective employees, consultants, directors, etc against any alleged or actual claim, loss, damage, etc. in relation to the same and/or otherwise in relation to the participation of the said contestants and/or Winners in the said Contest.

General Rules

1. The contestant(s) and/or the minor contestants through their legal guardians (collectively referred to as contestants/participants herein) and/ or Winner(s) and/or minor Winner(s) through their legal guardians (collectively hereinafter referred to as Winners) agree that their participation in the Contest would deem to mean and imply that the same have agreed to the terms and conditions hereof ,i.e., these said Contest Rules. It is expressly clarified herein that the term ‘minor’ will deem to mean any person below 18 years of age and the term ‘legal guardian’ will include but will not be limited to the parents of their said minor contestants and/or minor Winner(s).
2. The contestants or his/her parents/legal guardian, if any, should not have any criminal conviction.
3. Proof of age is a must for the contestant(s), Winner(s) and must be submitted to NTF (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate) as and when demanded by NTF.
4. The contestant(s) and/ or the Winner(s) shall at all times be liable to sign and submit to NTF any declarations and/or documents as required to be executed by NTF with reference to the Contest. Non-acceptance by any contestant(s) and/or the Winner(s) of the declarations and/or documents stated herein and/or any part thereof, will disqualify them from participation or winning, immediately, as the case may be.
5. NTF reserves all rights to make amendments to the existing rules without any prior notice.
6. The outcome of the Contest decided by NTF and/or any decision of NTF regarding the Contest will be final and binding on the contestant(s) and/ or Winner(s) and in no event shall the contestant(s) and/or Winner(s) dispute the decision made by NTF and/or its employees in connection to the Contest.
7. Non-conformance by any contestant(s) and/or the Winner(s) of the rules of the Contest will disqualify them from participation and/or winning, immediately.
8. The Contestant(s) and Winner(s) of the Contest agree that he/she will make himself/herself available from time to time and co-operate with NTF and participate in any activity and/or campaign (“Promotional Activity”) of any nature whatsoever without any money payable to the Contestant(s) and/or Winner(s). Further, the Contestant(s) and/or Winners will at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever.

9. The Contestant(s) and/ or Winner(s) hereby consent and agree that:

Upon submission of each video/ entry, entire works whether edited or unedited (“Work”), all right, title and interest including but not limited to any and all copyright, Intellectual Property Rights in the Work including its underlying works therein will automatically vest with NTF including but not limited to any allied rights and/or any other ancillary and subsidiary rights in any and all modes and media by any and all manner and/or means in and to the Work, whether now known or subsequently invented, for the territory of the entire universe, in perpetuity.

NTF shall be entitled to exploit the Work for the territory of the entire universe world in perpetuity and the above mentioned rights shall mean to include but not be limited to the right to use and exploit the said Works, in any language, by any means and methods now known and/or as may come into existence if future including but not limited to :a) terrestrial, cable and satellite (this includes FTA, Pay TV, DTH and any other satellite rights), any DSL, IPTV, broadband, Internet, wireless (including but not limited for creating video clips, ring-tones, etc) or wire line, IP based deliveries or any other technology which may be known now or may be come into existence in the future from time to time on any service including but not limited to free to air, pay or basic television, satellite master antenna television, multi-point microwave distribution systems, direct to home, internet or similar online system; b) in radio, airline, ship or hotel by any methods, in any language; c) in home video, including but not limited to VCD, DVD, VHS, and/or any other similar technology which may be know now or may come into existence in the future from time to time; d)in theatre; e) via wireless means to distribute the video clips or ring-tones; or f) in any other manner via any other medium;

NTF will be entitled to use and retain the right to publish the Work, its titles and names in any and all the languages and/or dialects of the entire universe on any mode, medium, form and/or format;

NTF will be entitled to the right for converting the Work into any form or format as required by NTF including but not limited to the right for converting the same into a feature film and/or television series and/or any form of content in any language in entirety or in part; and the right to use the images, characters, names, titles of the casts in the Work and/or any underlying works thereof for any purpose whatsoever and NTF will also be entitled to any other ancillary and subsidiary rights in any and all media in and to the Works, whether now known or subsequently invented or may at any time after the date of the Contest be entitled by virtue of or pursuant to any laws in force in the world to vest with NTF absolutely for perpetuity, throughout the universe.

The contestants and/or Winners further agrees, confirms and undertakes that NTF is the proprietor of the Intellectual Property as a whole or any part thereof throughout the world in perpetuity of the work submitted, and the contestants and/or Winners hereby exclusively, irrevocably and unconditionally agrees and confirms that the Organizer is solely and absolutely the owner of, all rights, title and interests, including all exclusive exploitation rights of every kind and nature, whether vested, contingent or future, by any lawful means, uses, media, markets, methods, technologies and forms presently known and/or that may become known in the future; including, but not limited to, all Intellectual Property, all copyrights (and all renewals, revivals, reversions and extensions of the same in each country, area and space throughout the universe whether or not now provided for or contemplated under law, and thereafter in perpetuity, but in any event for not less than the period of copyright and any renewals, revivals, reversions and extensions thereof), trademarks and service marks, trade names, service names, patents, property rights, non-property rights and neighboring rights, design rights, character rights, trade secret rights, trade dresses, moral rights, all distribution, exhibition, publication, communication, Communication to Public, making available to the public, reprography, reproduction, commercial rental, assignment, Merchandising Rights, remakes, sequels, prequels, versions, translations, including but not limited to the broadcasting thereof by any form of radio, internet, broadband services such as 3G and/or 4G, all telecommunication services, and any and all form of television including but not limited to terrestrial, satellite, HITS, direct to home, cable, mobile TV, multi-point microwave distribution systems (MMDS), satellite master antenna television (SMATV), DSL, IPTV, Free to Air TV, Pay TV, Air Borne, High Seas, all OTT platforms, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD, Catch Up TV, TV Everywhere made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, transmission, sale, rental and lending, contract and licensing, allied, ancillary and/or subsidiary rights, any right to remuneration pursuant to any blank audio/visual tape levy or any so-called “rental rights” law or regulation, and all claims and causes of action of any kind with respect to any of the foregoing, to the extent such assignment is allowed by law), in perpetuity and in all languages in each country and area and space throughout the universe; in and to submitted Work, the contestants and Winners agree and acknowledge that NTF will have the right to exercise all Intellectual Property Rights, allied rights, ancillary rights and subsidiary rights and derivative rights ,i.e., the rights to create any derivate rights basis the Works in any and all media at its sole discretion and manner.

The contestants and the Winners further agree, confirm and undertake that in relation to any and all future mediums or modes of exploitation of the Works which are not known as on the date of this Contest and/or are not in commercial use (‘Future Mediums/Modes’), The contestants and the Winners hereby grants to NTF an irrevocable, exclusive, sub-licensable, perpetual license in and to the same for the entire universe.

The contestants and the Winners acknowledge that the opportunity given to the contestants and the Winners in the Contest will suffice as a consideration and contestants and the Winners will not be entitled to any royalties and/or monetary consideration for their participation and/or the performance of their obligations hereunder and/or any and all rights granted hereunder and/or the use and ownership of any and all rights including but not limited to intellectual property right by NTF and/or its assignees/licensees for the territory of the entire Universe in Perpetuity.

NTF and any other person authorized by NTF may, without any need for further consent from the contestants and/or the Winners or payment to the same, use their name, voice, photograph, likeness, biographical data in any and all manners, media, forms and formats now known or hereinafter developed throughout the universe, in perpetuity and in all languages of the universe without limitation. Contestants and/or the Winners, grant to NTF and/or its assignees/licensees all consents and permissions, including any consents and permissions under any relevant laws of the territory of the entire universe that would otherwise be necessary to enable NTF and/or its assignees/licensees to make the fullest use and exploitation of the said Works.

Without prejudice to the rights assigned and licensed to NTF as stated above, the contestants and/or the Winners also agree and undertake to do any act and/or execute any document as required by NTF (if any) for the purposes hereof as and when demanded by NTF at anytime in perpetuity.

10. The Winners(s) cannot exchange the Prize for cash equivalent. If the Winner(s) refuses to accept the Prize offered, NTF shall be released from all obligations towards the Winner(s) in connection to the Prize won by the Winner(s). Further, after forfeiting the Prize, NTF shall at its own discretion be entitled to randomly select and declare another Winner(s), as it deems fit, and award the Prize, to that Winner(s).

11. The Winner(s) shall be solely responsible to complete all requirement as stated herein to get entitled to the Prize.

12. The Winner(s) agrees that he/she shall not hold NTF and/or its employees, responsible for delays in receiving the Prize and in any event the said Prize will only be dispatched to the Winners post completion of all requirements of NTF as stated herein and/or otherwise as required by NTF at that time.

13. The Winner(s) further agrees that he/she shall not hold responsible NTF and/or the Channel, in the event, the Winner(s) fails to get entitled of the Prize for any reasons whatsoever and in such an event, their right to the Prize shall deem to be revoked. Further, after the Prize granted to the Winner(s) is revoked, NTF will be entitled at its own discretion to randomly select and declare another Winner(s), as it deems fit, and award the Prize, to that Winner(s).

14. Neither NTF nor its employees nor the Channel have given a guarantee regarding the Prize and the Winner(s) further agree not to hold NTF and/or the Channel and/or their respective employees, directors, consultants, advisors and/or any other related parties and/or persons responsible with regards thereof. Further the Contestant(s) and Winner(s) waive their right, either individually and/or severally, to file in person and/or through any family member and/or heirs and/or legal guardians and/or parents and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India and/or in any jurisdiction of the World against NTF and/or the Channel to claim any damages or reliefs or otherwise.

15. The contestant(s) and/or Winner(s) of the Contest shall hold harmless NTF and the Channel and/or their respective employees, officers and/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 waives his/her right to file in person/ through any family member and/or any third party applications, criminal and/or civil proceedings in any courts or forum in India and/or in any jurisdiction of the World, against NTF and/or the Channel to claim any damages or reliefs.

16. If due to any reason, whatsoever, beyond the control of NTF, the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, the Channel and/ or NTF shall not be responsible for the same under any circumstance whatsoever.

17. NTF and/or the Channel 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 the user of the FB Page and/ or contestant and/ or Winner(s) and/or legal guardians [which term shall include but not be limited to the parents of the said contestants and/or Winner(s)] in any manner whatsoever.

18. Employees and/or full time consultants of NTF and/or the Channel and the members of their immediate family, persons with criminal convictions are ineligible to participate in the Contest.

19. Any and all taxes and/or levies applicable under the laws of India in relation to the Prize including but not limited to Income Tax Act, 1961, shall be solely borne by the user of the said FB Page and/ or contestant and/ or Winner(s).

20. The participation of the contestant(s) and/or Winner(s) in the Contest shall mean that the contestant(s) and/ or Winner(s) and/or the legal guardians [which term shall include but not be limited to the parents of the said contestants and/or Winner(s)] has read, understood, accepted and agrees to abide with all the rules including the general rules of the Contest.

21. The terms of the rules and regulations of this Contest is governed by the laws of India and it is agreed and declared that the appropriate Honorable Courts in the City of Mumbai shall only have the jurisdiction in respect of any matter, dispute, difference etc. arising under or out of the terms of the rules and regulations of this Contest.