# RULES & REGULATIONS GOVERNING "JIO GHAR BAITHE JEETO JACKPOT" CONTEST IN KAUN BANEGA CROREPATI SEASON 9

### I. CONTEST DESCRIPTION:

"JIO GHAR BAITHE JEETO JACKPOT" ("Contest", "GBJJ") is a contest that will be held on the show "Kaun Banega Crorepati Season 9" ("Show") on Sony Entertainment Television ("Channel"), owned by Sony Pictures Networks India Pvt. Ltd. and/or its affiliates ("Company").

#### II. **DEFINITIONS:**

- 1. "Participant (s)": Any person(s) who participates in the Contest and who (i) is above eighteen (18) years of age; (ii) is a citizen of India and residing in India; (iii) is a Jio mobile subscriber and (iv) enters the Contest in accordance with the rules stated herein. Employees of the Company, of the Producer, of the advertising agency which has been appointed from time to time, and also employees of the main sponsors; and members of their immediate family; 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 Contest and in case they do participate by misrepresentation, then Company/Producer shall in its sole discretionhave the right to disqualify such participant and/ or eject him/ her at any stage of the process.
- 2. "Company/SPN": Sony Pictures Networks India Pvt. Ltd and/or its affiliates, the organizers of the Competition
- 3. "Gratification Sponsor/NMPL": Nissan Motors Pvt. Ltd. is the gratification sponsor of the Contest/ Show
- 4. "Contest": General knowledge quiz for Home Viewers titled "JIO GHAR BAITHE JEETO JACKPOT".
- 5. "Jio GBJJ Question": A question aired to call for entries for Jio Ghar Baithe Jeeto Jackpot
- 6. "Shortlisted Participant (s)": A list of Participants per episode who have given the correct answer to a Jio GBJJ Question in the valid format and have been selected through a random selection method
- 7. **"Episode Winner(s)":** The Shortlisted Participant(s) who has been contacted successfully by the Producer. The Episode Winners are eligible for the Episode Prize.
- 8. **"Episode Prize (s)":** The Episode Winner is eligible for a Datsun redi-GO 0.8L the details whereof will be communicated by the Gratification Sponsor within the stipulated timelines as contained in this document..

- 9. "**Producer**": means the Producer of the Show which is Big Synergy Media Ltd.
- 10. "**Show**": "Kaun Banega Crorepati Season 9" which is being produced by the Producer for initial exhibition on the Channel. It also includes, but is not limited to, recordings of the Contest in the Studio (including any seasonal *special(s)* recording).
- 11. "**Home Viewers**": Jio mobile subscribers viewing the Show during its initial exhibition on the Channel
- 12. "Episode" An episode of the Show
- 13. "Rules and Regulations": These Rules and Regulations governing the said Contest, stated herein in entirety, as may be amended from time to time at the sole discretion of the Company.

### III. PROCEDURE TO PARTICIPATE IN THE CONTEST:

#### **Questions on air**

1. the Jio GBJJ Question will be broadcast during each Episode of the Show i.e from August 28, 2017 – October 06, 2017 between Monday and Friday. The Jio GBJJ Question of the day will be broadcast any time between 21:00:00 hours to 23:59:59 hours of the same day, or around that time, as determined by the Channel. Post the completion of the Episode, the question will be available on the website (www.kbc.sonyliv.com) until the closure of lines.

#### **Participation**

1. Home Viewers may participate in the Contest by sending an SMS to 57666 from their Jio numbers. The SMS acceptance for each question shall be as per the following schedule:

Qs No.	Ep No.	Question airing date	Lines Open		Lines Close	
			Date	Time	Date	Time
1	1	28-Aug-17	28-Aug-17	21:00:00	28-Aug-17	23:59:59
2	2	29-Aug-17	29-Aug-17	21:00:00	29-Aug-17	23:59:59
3	3	30-Aug-17	30-Aug-17	21:00:00	30-Aug-17	23:59:59
4	4	31-Aug-17	31-Aug-17	21:00:00	31-Aug-17	23:59:59
5	5	01-Sep-17	01-Sep-17	21:00:00	01-Sep-17	23:59:59
6	6	04-Sep-17	04-Sep-17	21:00:00	04-Sep-17	23:59:59
7	7	05-Sep-17	05-Sep-17	21:00:00	05-Sep-17	23:59:59
8	8	06-Sep-17	06-Sep-17	21:00:00	06-Sep-17	23:59:59

9	9	07-Sep-17	07-Sep-17	21:00:00	07-Sep-17	23:59:59
10	10	08-Sep-17	08-Sep-17	21:00:00	08-Sep-17	23:59:59
11	11	11-Sep-17	11-Sep-17	21:00:00	11-Sep-17	23:59:59
12	12	12-Sep-17	12-Sep-17	21:00:00	12-Sep-17	23:59:59
13	13	13-Sep-17	13-Sep-17	21:00:00	13-Sep-17	23:59:59
14	14	14-Sep-17	14-Sep-17	21:00:00	14-Sep-17	23:59:59
15	15	15-Sep-17	15-Sep-17	21:00:00	15-Sep-17	23:59:59
16	16	18-Sep-17	18-Sep-17	21:00:00	18-Sep-17	23:59:59
17	17	19-Sep-17	19-Sep-17	21:00:00	19-Sep-17	23:59:59
18	18	20-Sep-17	20-Sep-17	21:00:00	20-Sep-17	23:59:59
19	19	21-Sep-17	21-Sep-17	21:00:00	21-Sep-17	23:59:59
20	20	22-Sep-17	22-Sep-17	21:00:00	22-Sep-17	23:59:59
21	21	25-Sep-17	25-Sep-17	21:00:00	25-Sep-17	23:59:59
22	22	26-Sep-17	26-Sep-17	21:00:00	26-Sep-17	23:59:59
23	23	27-Sep-17	27-Sep-17	21:00:00	27-Sep-17	23:59:59
24	24	28-Sep-17	28-Sep-17	21:00:00	28-Sep-17	23:59:59
25	25	29-Sep-17	29-Sep-17	21:00:00	29-Sep-17	23:59:59
26	26	02-Oct-17	02-Oct-17	21:00:00	02-Oct-17	23:59:59
27	27	03-Oct-17	03-Oct-17	21:00:00	03-Oct-17	23:59:59
28	28	04-Oct-17	04-Oct-17	21:00:00	04-Oct-17	23:59:59
29	29	05-Oct-17	05-Oct-17	21:00:00	05-Oct-17	23:59:59
30	30	06-Oct-17	06-Oct-17	21:00:00	06-Oct-17	23:59:59

The above mentioned schedule could be added to, modified or cancelled based on programming requirements and in the event the Show is for any reason extended, cancelled or terminated early in the sole discretion of SPN.

- 1. In case the SMSs ("Entry") are sent after the lines have closed, or SMSs sent are not received by the timelines as defined above, the said Entry (ies) shall not be deemed as a valid Entry... Please refer to Point 5 for charges applicable.
- 2. The cellular number from which the registration is received will be used to identify the Participant as a unique identification number. We urge participants to use numbers where they would be clearly identified as the Participant of the Contest. Each Participant shall be entitled to submit multiple entries each day. Entries sent each day shall be considered for the random selection process for that day.
- 3. To participate in the Contest, the Participant has to enter the correct answer by selecting the correct option and sending the Entry in the manner prescribed in the grid below and as stated in the promos of the Contest:

Mode of participation	Jio mobile subscribers		
SMS	57666		

- 4. How to answer through SMS?
- a. KBC <Space>A/B/C/D
- b. In case of error in SMS format, the response message will read Invalid Format. SMS KBC<space>Answer Option (A/B/C/D) to 57666. TnCs on www.kbc.sonyliv.com"
- c. The acknowledgement message will read "Thank you for participating in Ghar Baithe Jeeto Jackpot. If shortlisted, you will be contacted by KBC team. TnCs on www.kbc.sonyliv.com"

#### 5. CHARGES

SMS: Every SMS needs to be sent to the participation number/ short code (57666) from a Jio number No SMS charges apply

\*Available only on Jio in select circles. Please check with the telecom service provider for more details.

Please note that the Entry(ies) including the short code for the Contest is only open for Jio Subscribers. Subscribers of all other telecom operators are ineligible to participate. In case any other subscriber other than a Jio subscriber uses the short code to participate, such entries will be considered as invalid entries ("Invalid Entries") and the Company does not take any responsibility for any such Invalid Entries including any cost that may be borne by such subscribers in submitting the same. Every participant agrees that the Company shall not be obligated to respond to any concerns/ issues in this regard.

# **Episode Winner Selection**

- 1. While multiple entries from the same Jio mobile number will be considered by the randomizer software, once a Jio mobile number is chosen and announced as the Episode Winner, it would not be considered for shortlisting again for any of the subsequent episodes.
- 2. The Valid Entries will be used for random selection of Shortlisted Participants by the randomizer on a daily basis from the Valid Entries received for each day (defined as the period from 9:00:00 PM to 11:59:59 PM on the same day)
- 3. The selection of Shortlisted Participants per Episode will be as per the following schedule:

Qs	Ep	Lines Open		Lines Close		Randomizer	Winner	
No.	No.	Date	Time	Date	Time	processing date	declaration date	
1	1	28-Aug-17	21:00:00	28-Aug-17	23:59:59	29-Aug-17	29-Aug-17	
2	2	29-Aug-17	21:00:00	29-Aug-17	23:59:59	30-Aug-17	30-Aug-17	
3	3	30-Aug-17	21:00:00	30-Aug-17	23:59:59	31-Aug-17	31-Aug-17	
4	4	31-Aug-17	21:00:00	31-Aug-17	23:59:59	01-Sep-17	01-Sep-17	
5	5	01-Sep-17	21:00:00	01-Sep-17	23:59:59	04-Sep-17	04-Sep-17	
6	6	04-Sep-17	21:00:00	04-Sep-17	23:59:59	05-Sep-17	05-Sep-17	
7	7	05-Sep-17	21:00:00	05-Sep-17	23:59:59	06-Sep-17	06-Sep-17	
8	8	06-Sep-17	21:00:00	06-Sep-17	23:59:59	07-Sep-17	07-Sep-17	
9	9	07-Sep-17	21:00:00	07-Sep-17	23:59:59	08-Sep-17	08-Sep-17	
10	10	08-Sep-17	21:00:00	08-Sep-17	23:59:59	11-Sep-17	11-Sep-17	
11	11	11-Sep-17	21:00:00	11-Sep-17	23:59:59	12-Sep-17	12-Sep-17	
12	12	12-Sep-17	21:00:00	12-Sep-17	23:59:59	13-Sep-17	13-Sep-17	
13	13	13-Sep-17	21:00:00	13-Sep-17	23:59:59	14-Sep-17	14-Sep-17	
14	14	14-Sep-17	21:00:00	14-Sep-17	23:59:59	15-Sep-17	15-Sep-17	
15	15	15-Sep-17	21:00:00	15-Sep-17	23:59:59	18-Sep-17	18-Sep-17	
16	16	18-Sep-17	21:00:00	18-Sep-17	23:59:59	19-Sep-17	19-Sep-17	
17	17	19-Sep-17	21:00:00	19-Sep-17	23:59:59	20-Sep-17	20-Sep-17	
18	18	20-Sep-17	21:00:00	20-Sep-17	23:59:59	21-Sep-17	21-Sep-17	
19	19	21-Sep-17	21:00:00	21-Sep-17	23:59:59	22-Sep-17	22-Sep-17	
20	20	22-Sep-17	21:00:00	22-Sep-17	23:59:59	25-Sep-17	25-Sep-17	
21	21	25-Sep-17	21:00:00	25-Sep-17	23:59:59	26-Sep-17	26-Sep-17	
22	22	26-Sep-17	21:00:00	26-Sep-17	23:59:59	27-Sep-17	27-Sep-17	
23	23	27-Sep-17	21:00:00	27-Sep-17	23:59:59	28-Sep-17	28-Sep-17	
24	24	28-Sep-17	21:00:00	28-Sep-17	23:59:59	29-Sep-17	29-Sep-17	
25	25	29-Sep-17	21:00:00	29-Sep-17	23:59:59	02-Oct-17	02-Oct-17	
26	26	02-Oct-17	21:00:00	02-Oct-17	23:59:59	03-Oct-17	03-Oct-17	
27	27	03-Oct-17	21:00:00	03-Oct-17	23:59:59	04-Oct-17	04-Oct-17	
28	28	04-Oct-17	21:00:00	04-Oct-17	23:59:59	05-Oct-17	05-Oct-17	
29	29	05-Oct-17	21:00:00	05-Oct-17	23:59:59	06-Oct-17	06-Oct-17	
30	30	06-Oct-17	21:00:00	06-Oct-17	23:59:59	07-Oct-17	08-Oct-17	

4. The randomization process to select the Shortlisted Participant(s) will be undertaken with the help of randomizer software developed specifically for the

- purpose of selection. In the event of a software failure, the Channel may adopt any other methodology or criteria at its sole discretion to select the Shortlisted Participants, depending upon requirement and availability of time.
- 5. The first random number will be called by the Producer (up to a maximum of 3 times). The first person who answers the call, confirms participation, is above 18 years of age and of sound mind and health, and is an Indian resident will be asked to provide his details (name, age and location) and agrees to provide the required documentation as mentioned hereinbelow will be chosen as the Episode Winner.
- 6. The participant will be informed about his / her selection as an Episode Winner and will be declared as eligible for the Episode Prize
- 7. Timelines and methodology of determining Episode Winners are subject to change based on programming / creative requirements, degree of participation, technical issues, force majeure reasons, etc.

#### Call back

- 1. Channel and Company are not responsible if the call-back is not successful due to:
  - 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
- 2. Inspite of making 3 attempts for all Shortlisted Participants, if the Company / Producer and/ or any agency authorized to do so is unable to contact them, the Company shall not be held responsible by the Shortlisted Participant on grounds of not being contacted.
- 3. The selected Participant will receive a call from the Company / Producer and the selected Participant must confirm the details asked for by the Company / Producer immediately. The Company / Producer will ask the Participant to confirm if he/she has sent the Entry for participation in the Contest. If the confirmation required or the other information asked for is not provided on the call, then the Company / Producer will call the Shortlisted Participant twice, each after an interval of 15 minutes or more from the previous telephone contact, asking for the same details. Failure to provide such details during the third call shall lead to disqualification of such Participant from the selection process. The Company will attempt to arrange for the call backs between 09:00 am and 07:00 pm only.
- 4. The first person who answers the registered phone number and claims/confirms that he/she is the Participant, will be considered as the Participant as per the Rules and Regulations of the Contest. The Company / Producer will not be responsible to determine the correct Participant in the event of more than one Home Viewer having participated from a particular number, or the incorrect person answers the

- call and claims to be the Participant, or refuses to permit the actual Participant to continue the call.
- 5. Company will use their best efforts to contact the first random number as per the list of Shortlisted Participants, but will not be responsible or liable in any way whatsoever if the Participant cannot be reached by telephone, on the number provided, within the next 30 minutes after initial contact (2 attempts after initial contact at an interval of 15 minutes each) is made or after the first attempt of reaching the Participant
- 6. If the Company / Producer is unable to reach by telephone on the number provided, the Company / Producer will use their best efforts to contact the second random number as per the list of Shortlisted Participants. If the result is same as that of the first number, the Company / Producer will try to reach out to the subsequent numbers as per the list of Shortlisted Participants.
- 7. The following process will be followed by the Company / Producer once connected with the randomly selected Shortlisted Participant for the confirmation call-back:
  - a. If the receiver of the call confirms that he/she is the Participant, then the Participant will have to choose between Hindi & English language options.
  - b. The Participant is informed that the call is being recorded and also confirms that his/her participation in the contest is subject to the rules and regulations available on the website www.kbc.sonyliv.com and that the Participant agrees to abide by such rules.
  - c. The Company / Producer will then ask the Participant to provide his/her name and address
  - d. The Company / Producer will record the details provided by the Participant and ask for his/her date of birth, nationality and Permanent Account Number (PAN)
  - e.
  - f. If the details provided by the Participant indicate that he/she is an Indian national, not a minor and possesses a PAN card; the Company / Producer will inform the Participant of his selection as the Episode Winner and provide details of the Episode Prize
- 8. No participants herein shall have the right to question the said process and/ or selection of the Episode Winners from the Shortlisted Participants.

#### **Winner Declaration and Pay-out**

- 1. The Shortlisted Participant selected as the Episode Winner is required to send attested copies of one the following documents as valid name, citizenship and age proof to support the claim as per the call back process, by Registered AD post within 7 working days from date of winner declaration.
  - a. Birth certificate

- b. Passport
- c. Voter's ID
- d. Driving License
- e. UID / Adhar card

In addition, the Participant is required to send self-attested copies of one the following documents as valid address proof:

- a. Passport
- b. Voter's ID
- c. Driving License
- d. Ration card
- e. UID / Adhar card
- 2. In addition, the Company will send the Winner a copy of a Prize Letter along with the Rules and Regulations which needs to be signed by the Winner and returned to the Company. The prize handover process will be initiated only on the basis of receipt signed Prize Letter along with Rules and Regulations.
- 3. The documents should be sent to the following address, by Registered AD post only:

Jio Ghar Baithe Jeeto Jackpot Sony Pictures Networks India Pvt. Ltd. Interface, Building 7, 4<sup>th</sup> floor, Off Malad Link Road, Malad West Mumbai – 400064 India

The Company will not be responsible in case of any delays or loss of the documents in transit and no requests / complaints will be entertained with respect to the same.

- 4. The Episode Prize will be handed over to the Winner only upon receipt of all valid documents, on payout of taxes and levies associated with the Prize, and on completion of all paper-work and documentation with regards to the handover with the Gratification Sponsor.
- 5. The Episode Winner agrees that the delivery of the Episode Prize may be delayed as a result of a delay in submission of documents and/ or any force majeure events which are not within the control of the Gratification Sponsor.
- 6. The Gratification Sponsor will reach out to the Episode Winners within 30 days from winner declaration to obtain details and documentation, if any, to initiate the registration process. The prize can be registered only in the name of the Episode Winner. The Episode Winner will avail the Episode Prize on an AS IS basis i.e the Episode Winner shall not get the option to choose an alternative car model or colour of the car. The same will be as agreed between the Company and the Sponsor and

based on what is made available by the Gratification Sponsor. Neither SPN nor the Gratification Sponsor will be responsible should the Episode Winner refuse to accept the Episode Prize as made available.

- 7. The Episode Winner hereby agrees that he/ she shall not hold SPN responsible for any delays and/ or disputes/ claims arising out of the Episode Prize and shall indemnify SPN against any claims on the same.
- 8. The Episode Winners hereby agree that any in case of any disputes/ claims arising out of the Episode Prize, the same shall be addressed directly to the Gratification Sponsor and SPN shall not be responsible for the same.

# IV. GENERAL TERMS AND CONDITIONS

#### **Participants**

- 1. Participation in the Contest by sending Entries in any manner as described herein shall be considered to be acceptance of these Rules and Regulations.
- 2. Contest is open to citizens of India who have completed 18 years of age on the date of participating in the Contest, the citizen should be of sound health and mind and should be Jio mobile subscribers.
- 3. Persons must enter the Contest on their own behalf and entry (ies) by proxy will not be accepted, even for their immediate family members.
- 4. An entry is not transferrable.
- 5. Employees of the Company, Producer, the advertising agency, appointed from time to time, other related parties, employees of the main sponsors and members of their immediate family; 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 Contest. Failure to provide proof or affidavit of eligibility, including the correct date of birth within the defined time, upon request by the Company may result in disqualification and non-handover of prize. The Company also reserves the right to disqualify a Participant in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Producer / Company or any of the Company's sub-contractors and vendors used by them in the Contest, and in the information stated in the documents furnished by the Participant at any stage of the process, including after announcement of the Episode Prize Winner and the participant shall not have any rights to question the same.
- 6. The Participant 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 participate in the Contest, as the case may be.
- 7. The Participant shall undertake, warrant and guarantee to the Company that the Participant has the full legal capacity to participate in the Contest in accordance with these Contest Rules.

- 8. The Participant(s) acknowledges that he/she has voluntarily chosen to participate in the Contest at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Contest.
- 9. If entries are received for participation, it is assumed that the person sending in the entry has provided us with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry

# **Information**

- 10. Participant is required to furnish necessary supporting documentation which is in English language only (refer list of documents in Winner Declaration and Pay-out section or any such document as requested by the Company) to confirm the eligibility of the Participant.
- 11. Participant (s) is / are required to send the necessary supporting documentation to the Company within 7 working days from receipt of confirmation call via Registered AD post only. Failure to comply with the above, will result in disqualification and subsequent ineligibility to receive the prize. Proof of delivery to Company is not eligible as a proof of receipt by the Company.
- 12. Company may, at its discretion contact the Participant(s), if required, for any clarifications needed for the information provided in the participation entry.
- 13. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Contest and subsequent ineligibility to receive the prize.
- 14. In case there is any mismatch of Participant(s) details in any round of the Contest, the Participant(s) will be disqualified and subsequently become ineligible to receive the prize.
- 15. Disbursement timelines of prize will be at the sole discretion of the Company and the Sponsors as per its standard day-to-day operating procedure.
- 16. All personal details and information requested by and supplied to the Company by each Participant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Participant from the Contest at its sole discretion, should the Participant at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- 17. If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s) shall be liable to return the prize and refund other payments (Refer clause 38 below for details of costs borne by the Company) made to the Sponsor by the Company.

#### **Speaking to the media and third persons**

None of the Participants 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 any aspect of the Contest or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Participant shall not

disclose any information whatsoever relating to the Company, or the Contest to any other party.

# **Telephony**

- 18. In the event the Participant uses a phone not registered in his name for participation, the Company will not be responsible to track the Participant.
- 19. In case the Company is unable to reach the Participant, the participation entry will be deemed as invalid.
- 20. In the event it is not possible to determine with certainty the person who participated from a particular mobile number, that entry would be disqualified. Participants are requested to use phone numbers which are unique to them and where they do not foresee such difficulties.
- 21. Company / Producer shall not be liable for any failure of the SMS server or system, or incomplete entries submitted by Participant(s).
- 22. Post submission of the entry via SMS, the Participant(s) will not be permitted to modify / alter / change answer submitted.
- 23. Time of receipt of Entry will be the time of receipt at the servers of the telephony partners contracted by the Company
- 24. The Company shall endeavor to make all reasonably practicable arrangements to minimize telephone system difficulties, ensure uptime of systems, back-up of data, telephone system capacity, and prevent other technical impediments, but can make no guarantee thereof.
- 25. Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of participation entries.
- 26. The Company shall not be responsible and/or liable in any manner whatsoever in case the Participant(s) are unable to participate in the entry process due to failure on the part of the telecom operator, facility provider, etc. or due to capacity constraints.

# **Winner Declaration**

- 27. Decision by the Company with respect to short listing of Participants in terms of numbers, methodology, timelines and prize will be binding on all Participants.
- 28. The Participant(s) understand that their selection will be based on a random selection through a software. No claims / requests to review records of the same will be entertained.
- 29. The Company will not entertain and permit the Participant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.
- 30. At no point of time will the Company/Producer be obliged to notify unsuccessful Participants of its decision.
- 31. All attempts will be made to protect Contest entry data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the selection process, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.

### **Intellectual property rights and access to personal information**

- 32. On request of the Company, the Participant(s) shall also make arrangements for the Company to have access to his / her residence, work place, favorite 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.
- 33. The Episode Winner(s) of the Contest agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the winner(s). Further, the Winner(s)/Participant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company.
- 34. Acceptance of the Terms & Conditions by the Participant constitutes permission for the Company, and its affiliates to click photographs, record videos of the Participant(s) and use the Participant(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. All videos, photographs, screenplay, etc. shall be the intellectual property of the Company alone and shall be held till perpetuity.

#### **Questions and answers**

- 35. 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 Contest
- 36. The Company's decision on the correctness or incorrectness of any answer is final and binding on all Participants

#### **Prizes**

- 37. The Episode Prize which can be won in the Contest is a Datsun redi-GO 0.8L car.
- 38. The Company/ Gratification Sponsor may refuse to handover the Prize or reclaim the Prize handed over to Participant(s) in the event of any fraud, dishonesty, non-availability of required documents, or non-entitlement to participate in the Contest under the Rules.
- 39. Company reserves the right to revise the prize for the Episode Prize, as per their sole discretion. Nothing depicted in the on-air broadcast shall be deemed to prejudice such a right of SPN to change the prize/gratification.

#### **General terms**

40. The procedures for participation in the Contest are subject to the Rules and Regulations stated herein. Non-conformance by any Participant(s) to these Rules and Regulations

- of the Contest will disqualify them from participation or Prize, immediately, as the case may be.
- 41. In the event of any fault, misunderstanding or dispute concerning any part of the Contest, and/or the operation of the telephone system, Call-backs, the selection of Winners at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all Participants.
- 42. The Company reserves the right to amend (add, delete or modify) the Rules & Regulations governing the Contest, prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Contest or remedy any issues that occur. The Company is not liable to inform the Home viewers, the Participants or the Winners about the amendments to the Rules and Regulations.
- 43. The Company has the right at any time to terminate the Contest without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who propose to participate in the Contest.
- 44. All participations shall be subject to completion of the procedures by the Participant as per instructions received on the Channel / by the Company.
- 45. Participation shall be deemed to be consent by the Participant to receive promotional messages about the Contest of the Company from the Company or any third party so authorized by the Company.
- 46. Company shall ensure that the Participants are contacted by the Producer or on behalf of the Producer only for the purpose present Program and all such information collected by the Company/Producer shall be destroyed if the Participants are not selected as the Episode Winners. Company shall not share the information so collected with any party, save and except for the purpose of the present Competition. The Participants by providing the aforesaid sensitive personal information hereby agree that the company shall have the right to share the information so collected with such other third party and the Producer as required for the purpose of the Contest and hereby agreed that they shall not file any claim against the Company for sharing for such personal information.
- 47. If the operation of the Contest (including without limitation the operation of the related telephone systems, call back operations, and software systems); the recording; broadcast of any/all of the Show is prevented by an event of force majeure, the Company may cancel all or any part of the Contest/Show, or take such other decision as it deems fit.
- 48. The Company reserves the right to re-schedule the date(s) of participation, call-backs, and broadcast, at its discretion.
- 49. In case the Winner(s) is / are found to be in violation of any and all rules of the Contest, the Company reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned winner to refund the prize and money paid by the Company with respect to the prize with penalty interest as deemed fit by the Company.
- 50. If Participants are unclear as to the Rules and Regulations he/she will have to send an email to kbcresponse@setindia.com. The Company shall endeavor to the best of its ability to respond thereto. The above shall not, however, be a ground for extension of time / deadlines as specified herein.

- 51. The Company / Producer reserves the right to change the structure of the Contest as it sees fit including without limitation by adding / reducing / altering rounds to the Contest.
- 52. If any provision of these Contest Rules is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules and the remainder of the affected provisions shall continue to be valid.
- 53. These Rules and the Contest shall be governed by and construed in accordance with the laws of India and the Participants submit irrevocably to the jurisdiction of the Courts in Mumbai alone.
- 54. Participation does not guarantee the selection as Winner and such selection shall be as per the sole discretion of the Company or its affiliates
- 55. The Company / Producer of the Contest is empowered to take a decision on any case not covered by the present Rules and Regulations

#### Liability

- 56. The Company 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 any Participant(s) and/or the Winner (s) in any manner whatsoever, in relation to the Contest and/or prize.
- 57. The Company, Producers, the advertising agencies, the sub-contractors used by Company for the Contest, and any person or entity connected with the production (including the format owners and the broadcasters of the Show), the Contest or the Show (the "Relevant Parties") shall be under no liability whatsoever to the Participants, in respect of any loss, damage suffered by the Participants arising from or pursuant to the Contest or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participants at any stage of the Contest. Notwithstanding the generality of the foregoing, the Relevant Parties 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 Contest. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participants; or circumstances beyond the Relevant Parties including the Producer's reasonable control.
- 58. The Winner(s) and/or the Participant(s) of the Contest agrees that he/she shall hold harmless the Channel, Company, its employees, officers, sub-contractors, sponsors or any other person in connection with the prize won by him/her and/or in relation to the Contest including but not limited to the procedure in the Contest 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 to claim any damages or reliefs.
- 59. The Company / Producer or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the Contest.

- 60. Company / Producers and its sub-contractors cannot and shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Contest on account of any factors beyond their control.
- 61. Company / Producer and its sub contractors shall not be held responsible or accountable to any of the Participant(s), for any loss, injury or any other liability which may arise, while participating in the Contest. The Participant(s) agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Contest in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Participant(s) involvement in the Contest
- 62. The Participant(s) hereby agree to indemnify the Company or its affiliates against any claims that might arise from their actions or omissions while participating in the Contest
- 63. The only way to enter the "Jio Ghar Baithe Jeeto Jackpot" contest is through participation in the contest as described in Rules and Regulations. There is no other way of entering the contest. This entire process is transparent and monitored by an independent auditor. Any person claiming that he/she can help you win for a consideration is defrauding you. Please contact your local police and report this person immediately.