

## TERMS AND CONDITIONS GOVERNING PARTICIPATION IN THE ACTIVITY

By means of these terms and condition set forth herein (“**Terms and Conditions**”), Zee Entertainment Enterprises Limited (“**Company**”) is conducting a promotional activity named “**Decode The Sentence – Hollywood On Café Contest**” to promote the upcoming Hollywood shows on the Company’s channel “**Zee Cafe**” (“**Channel**”) where by the Company is providing an opportunity to the interested viewers (“**Participant(s)**”) to submit their Entry (as defined below) on the social networking platforms more particularly the Company’s Facebook page being <https://www.facebook.com/ZeeCafe/> and/or Company’s Twitter handle being <https://twitter.com/ZeeCafe> and/or Company’s Instagram page being <https://www.instagram.com/zeecafeindia/> (collectively refereed as “**Entry Platforms**”) and get a chance to win the Gratification (as defined hereunder) (“**Activity**”) on terms more particularly described herein below which you agree to be unconditionally bound by:

### **I. PROCEDURE FOR PARTICIPATION AND SELECTION**

1. In order to participate in the Activity, each Participant shall be required to (i) like/share/follow the Company’s Facebook page and/or Twitter page and/or the Instagram page (ii) decode the sentence and submit/post/tweet/comment his/her correct answer for the coded sentence (“**Question**”) posted by the Company during the Activity Period (as defined hereunder) on the Entry Platforms along with the Activity Hash Tag (as defined below) (“**Entry**”). To submit the Entry, the Participant shall be required to (i) log onto any 1(one) or all the 3(three) Entry Platforms through his/ her valid existing Facebook and/or Twitter and/or Instagram account (ii) click on the page/post created on the Entry Platforms by the Company (iii) like/share/follow the Company’s Facebook page and/or Twitter page and/or Instagram page (iv) submit/comment his/her Entry along with the Activity Hash Tag. For the sake of clarity, there shall be 1(one) coded sentence that shall be posted on the Entry Platforms during the Activity Period, which all must be answered by commenting/tweeting on the respective Entry Platforms by the Participant during the Activity Period to further progress in the Activity and have a chance to win the Gratification (as defined below).
2. The Activity Period for the Activity shall be from 12:00 IST on October 25, 2017 and continue till 23:00 IST on October 26, 2017 (“**Activity Period**”).
3. Each Entry submitted in accordance with Clause I (1) by each Participant shall mention the hashtag “**#RatedH**” (“**Activity Hash Tag**”).
4. The Company may promote this Activity through the medium of the Channel, Website, print media (newspapers), television (promos, astons, bugs etc.), on ground promotions, push sms, radio, digital media/ online and any other manner as shall deem fit by the Company, at its sole discretion, stating the mechanism in which the Participant(s) can participate in the Activity.
5. It is further clarified that the details of the Entry may be publicized on the channel named ‘**ZEE Cafe**’ (“**Channel**”) and/or any other channel owned and/or operated by the Company and /or any other platform/medium other than the Entry Platforms.
6. For purposes of the Activity, “receipt” of the Entry shall be considered by the Company only when the Entry submitted by Participant(s) is received by the Company and visible on the Entry Platforms.

7. For the purposes of the Activity, a complete and valid Entry will constitute of (i) logging onto any one or all the three Entry Platforms; (ii) clicking on the post created by the Company on the Entry Platforms for the Activity; (iii) like/share/follow the Company's Facebook page and/or Twitter page and/or Instagram page (iv) submitting/posting/commenting/tweeting the correct decoded sentence/answer to the Question asked/posted by the Company on the Entry Platforms along the Activity Hash Tag during the Activity Period. If the Participant(s) fails to make the Entry in the manner as stated hereinabove and/or is not a resident of Mumbai, Bangalore, Delhi and Chennai and/or has violated any guidelines published/messaged on the Entry Platforms, then his/her Entry shall be considered incomplete and the Participant(s) shall not be eligible for the Gratification. For the avoidance of doubt, it is hereby clarified that by submitting the Entry, the Participant(s) is representing that the Entry or contents thereof are not confidential or comprise any sensitive personal information.
8. It is clarified that each Participant may submit multiple Entries for the Question on the Entry Platforms in accordance with Clause I (1) during the Activity Period. Entry received from the Participant(s) which is contrary to the terms mentioned above on the Entry Platforms during or after the Activity Period shall be considered null and void. For the sake of clarity, submitting multiple Entries shall not make the Participant(s) eligible to win the Gratification and/or increase the chance of winning the Gratification and that the Company shall have the sole and absolute rights to decide on to which Entry (out of multiple entries) of the Participant to be considered.
9. The Participants shall ensure that the Entry submitted is decent, in compliance with applicable laws, and is not immoral, defamatory, abusive, offensive, insensitive, libelous or blasphemous to any person (living or dead), religious sect or section of the society, or infringe the rights of any third party including intellectual property etc. Participant shall not host, display, upload, modify, publish, transmit, update or share any information that —
  - (a) belongs to another person and to which the user does not have any right;
  - (b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - (c) harm minors in any way;
  - (d) infringes any patent, trademark, copyright or other proprietary rights;
  - (e) violates any law for the time being in force;
  - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - (g) impersonate another person in a defamatory manner;
  - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - (i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or

is insulting any other nation. For avoidance of doubt, the Participant(s) agrees that the Company has the right to remove any such material/Post which may not be in consonance with applicable law.

10. The Company shall not be responsible in the event Entry is not received due to any technical error and/or connection failure and/or electricity failure and/or for any reason whatsoever.
11. At the end of the Activity Period, on the basis of the Participant(s) having made a valid Entry and submitted/commented/tweeted correct decoded sentence/answer to the Question, the Company shall select a total number of 15 (fifteen) Participants (“**Winners**”) for the Question asked by the Company. The Winners shall be selected by the Company through randomizer round/ mechanism, which shall be held at the sole discretion of the Company. The Winners of the Activity shall receive “merchandise” (of any monetary value as shall be deemed fit by the Company) as a gratification for participating in the Activity (“**Gratification**”) subject to verification process as mentioned in Clause I (13) to Clause I (17). For avoidance of doubt, it is clarified that apart from the Gratification, the Winners shall be not entitled for any other gratification/ opportunity whether monetary or otherwise. Notwithstanding anything contained herein these Terms and Conditions, the Company shall have the sole discretion to choose and finalize the form of the Gratification and the Participant shall have no claim in any manner whatsoever in this relation. The Participant understands and agrees that the Company shall have full discretion, without informing the Participant, to change the form of Gratification and the Participant shall abide by the Company’s decision to this effect.
12. For avoidance of doubt, it is clarified that the Company’s decision and prerogative in regard to the selection and declaration of the Winner shall be final and binding. The Company at any time during or after the expiry of the Activity Period shall at its sole discretion increase or decrease the number of Winners to be selected by the Company for being entitled to receive the Gratification. For the sake of clarity, mere submitting an Entry on the Entry Platforms does not entitle the Participant(s) to receive the Gratification. Only the Participant(s) who have made a valid Entry on the Entry Platforms and have correctly answered the Questions during the Activity Period shall get a chance to proceed further for the selection process in the Activity.
13. Each Winner shall be intimated by the Company and/or by any other agency on behalf of the Company by directly messaging on the Entry Platforms from which the Participant has submitted his/her Entry (“**Intimation Message**”) during the Activity Period. Each such Winner will be required to connect with the Company on the contact number/email id that shall be mentioned in the Intimation Message within 48 (forty-eight) hours from the delivery of Intimation Message.
14. In case any Winner fails to revert to the Company within the aforesaid timelines, the shortlisting of that particular Winner shall be invalidated and the Company at its sole discretion may select another Participant from amongst the eligible Participants. The Company shall not be responsible or liable for any technical disruption and/or failure and/or any other difficulties of such nature, due to which the Participant(s) are unreachable, due to which the Company is unable to intimate such Participant(s).
15. In case the Winner(s) reverts to the Company in a manner as said forth in Clause I (13) above, such Winner(s) shall be required to adhere to the verification process of the Company which *inter alia* shall include sharing (i) the personal information (“**PI**”) of the selected Participant such as name, contact number, email address, age, gender, name of parents, residential address etc. (ii) identification documentation

such as age proof, residence proof, their nationality proof (i.e., pan card (compulsory) and any other proof such as aadhar card / election card/passport/ permanent driver's license) ("**Documents**").

16. Notwithstanding anything contained herein in Terms and Conditions, Intimation Message received by the Winner(s) from the Company does not entitle Winner(s) to receive Gratification unless the Winner(s) furnishes all correct and authentic requisite PI and the Documents in a form and manner desired by the Company. Post receiving the PI and Documents of the Winner(s), the Company shall verify the necessary PI and the Documents at its end.
17. Only once the information has been verified by the Company, the Company and /or any other agency on behalf of the Company shall inform on mobile number/ landline number/Entry Platforms to the Winner(s) of the Activity who shall be entitled to Gratification from the Company. The Winner(s) shall be courier the Gratification on their address provided to the Company by the Winner(s). The Company shall not be responsible in any manner whatsoever to resend the Gratification to the Winner in case the Gratification is lost in transit due to any reason whatsoever. All such claims shall be directly raised by the Winner with the courier company through which the Company has couriered the Gratification without any recourse to the Company. The Company shall further also not be responsible for any kind of damage that may have occurred to the Gratification items during transit. It is further clarified the Company shall not be liable if the Gratification is not delivered/ handed over to the Winner(s) in the event the address of the Winner is not found while delivering/ handling over the Gratification or address of the Winner(s) is in such a remote area which is beyond the reach of courier.
18. The Gratification given to the Winner by the Company is non-transferrable and non-exchangeable. The Winner agrees and undertakes that no cash equivalent or alternative gratification/ opportunity will be given to the Winner and the Winner cannot exchange the Gratification/opportunity given for any kind of gift with value. Further, the opportunity given to the Winner is personal in nature, hence the Winner cannot transfer the opportunity to any other person.
19. The Winner shall not in any circumstances make any claims against the Company entities arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly or any related activity, to the extent permitted under law. If any of the Winner is found to be ineligible, or if he or she has not complied with any of the Terms and Conditions, the corresponding Entry will stand disqualified and such decision shall be final and binding.
20. Family members and relatives of the employees of the Company and their group companies, affiliates, subsidiaries, holding companies are not eligible to participate in the Activity.
21. No dispute shall be entertained with regards to the selection criteria. Decisions of the Company shall be final and binding on the Participant(s).
22. The Winner(s) may have to sign any release form or other relevant document as required by the Company in order to receive the Gratification from the Company.
23. The Winner(s) hereby agrees to release and discharge the Company from all Gratification and Activity related obligation on the Company delivering/ handing over the Gratification to the Winner.

24. All PI and Documents requested by and supplied to the Company by each Participant must be truthful, accurate and in no way misleading, failing which the Company reserves at its sole discretion the right to disqualify such Participant from availing the opportunity to participate in the Activity.
25. By participating in the Activity, it is construed that the Participant(s) has read and understood these Terms and Conditions, Privacy Policy including the General Terms and Conditions stated below and Participant(s) act of participation in the Activity will be deemed acceptance to abide by the same.

## **II. GENERAL TERMS AND CONDITIONS**

1. Participation is open to all citizens who (i) are residing in Mumbai, Bangalore, Delhi and Chennai (ii) is above 18 (eighteen) years of age (as on October 24, 2017) (iii) is medically fit (iv) have no criminal conviction and (v) an arrangement or a contract with any third party that prevents the Participant(s) from participating in the Activity. Documents pertaining to medical fitness (if required) must be furnished by the Participant on demand.
2. Each Participant must submit their Entry on their own behalf and Entry submitted by proxy will not be accepted, even if the proxy is any of their family members. By submitting the Entry on the Entry Platforms, the Participant(s) acknowledge that they have reviewed the entire Terms and Conditions and agree to the same.
3. The Company reserves all rights to make amendments to the existing Terms and Conditions or withdraw the Activity without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions of the Activity on the Channel's website being [www.zee cafe.tv](http://www.zee cafe.tv) (hereinafter referred as "**Website**").
4. The Participant(s) hereby undertakes, warrants and guarantees to the Company that he/she has the full legal capacity to participate in the Activity in accordance with law and also these Terms and Conditions.
5. By participating in the Activity, the Participant(s) represents that he/she is medically fit and does not have present or past psychological problems. If in the past he/she has had any psychological problems or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Company in writing along with a copy of the certificate from a qualified medical practitioner declaring him to be fit for participation in the Activity.
6. Participant shall not be eligible as a Participant for the Activity if he/she is suffering from any kind of major health related issues.
7. Participant(s) represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing or that the Participant(s) is /are not required to be present before any authority including police or any court of law for a term of twelve (12) months from the date of registration and has no other disability which would prevent or impede his/her participation in the Activity (if selected/shortlisted).
8. The Participant(s) acknowledges that he/she has voluntarily chosen to participate in the Activity at his/her free-will and is willing to bear all risk, costs (including but not

limited to food, travel, incidental costs etc.) and consequences arising from such participation in the Activity.

9. The Company makes no representations, warranties nor provides any undertaking to any of the Participant(s) that any or all of the Participants will be able to qualify for receiving the opportunity to participate in the Activity.
10. The Company shall not be liable/responsible for any lost opportunity, damages, losses, costs, and expenses or otherwise suffered/incurred by any of the Participant(s) in the event the Company is not able to permit the Participant to take part in the Activity in accordance with any of the foregoing provisions.
11. Notwithstanding any other provisions mentioned herein, the Company may, at its sole and absolute discretion, to cancel the Activity or reschedule the Activity dates.
12. At no point of time will the Company be obliged to notify unsuccessful Participant(s) of its decision.
13. The Winners of the Activity 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 relating to the Activity (“**Promotional Activity**”) of any nature whatsoever without any money payable to the Winners. Further, the Winners shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Winners gives his/her consent to the Company and/or any other agency on behalf of the Company to make the footage of the participation in the Promotional Activity. The Winners in consideration of being afforded an opportunity to take part in the Activity, agrees that the footage of any nature with regard to the Winners shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity and the Company may exploit the same in any manner and in any media whatsoever at any time throughout the world.
14. The Participant(s) shall hold harmless and indemnify, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/death/mental or emotional trauma suffered by the Participant(s) and/or the Winner(s) in connection with the Activity and/or the Gratification and also to the extent possible under law, waives all rights to 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 to claim any damages or reliefs.
15. The Participant(s) and/or the Winner(s) shall hold harmless and indemnify the Company, its affiliates, its group companies, their employees, officers, directors and/or any other person from and against any suit /litigation /injury /damage /harm/loss suffered by the Company in connection with any act of the Participant(s)/ Winner(s) and/or the Activity and/or Entry and/or any third-party rights claims with respect to the material submitted by the Participant(s)/ Winner(s).

### **III. OTHER TERMS**

1. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provision of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.

2. These Terms and Conditions shall be governed by and construed in accordance with the laws of India and subject to exclusive jurisdiction of the competent Courts in Mumbai.
3. The Company is empowered to take a decision on any case not covered by the present Terms and Conditions.
4. Each provision of this Terms and Conditions shall be considered severable, and if for any reason any provision(s), or the application of such provision(s) to any person, entity or circumstance, shall be held invalid or unenforceable, such provision(s) shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to persons, entities or circumstances other than those to which it was held invalid or unenforceable.

#### **IV. NO LIABILITY**

1. The Company is in no manner whatsoever responsible and/or shall not be held liable, for any physical injury, death, mental trauma caused to any Participant in any manner whatsoever, in relation to participation in the Activity.
2. The Company, shall be under no liability whatsoever to the Participants, in respect of any loss, damage suffered by the Participant arising from or pursuant to the Activity or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant at any stage of the Activity whether or not caused by (1) the Participant's participation in the Activity, or being selected or disqualified; (2) as a result of the decisions of the Company; and/or (3) any printing, typographical or technological errors in any materials associated with the Activity. Notwithstanding the generality of the foregoing, the Company expressly excludes liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to participation in the Activity. In no event will the measure of damages include, nor will the Company be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant; or circumstances beyond the Company's reasonable control.
3. The Participant/Winner(s) agrees that he/she shall hold harmless the Company, their affiliates, subsidiaries, group companies, their respective employees, officers, sub-contractors or any other person in connection with the Activity including but not limited to persons connected to the selection procedure for the Activity.
4. The Company or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Participant/Winner(s) arising as a result of his/her participation in the Activity.
5. Company shall not be held accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Activity on account of any force majeure factors or otherwise.
6. Company shall not be held responsible or accountable for any expenses, loss, injury or any other liability which may arise for the Winner, who is entitled to receive the Gratification.

7. The Participant/ Winner(s) hereby agrees to indemnify the Company or its affiliates against any claims that might arise from his/her actions or omissions while participating in the Activity or due to any representations, misrepresentations or concealment of material facts by the Participant/Winner(s).

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