

TERMS AND CONDITIONS

Nick Birthday Bumps Contest (“Contest”)

1. This Contest is organized by Viacom18 Media Pvt. Ltd. (“**Organizers**”) and is open to all applicants for participation who comply with below conditions (“**Participants**”):
 - a. are citizens of India;
 - b. are viewers of the channel “**Nick India**” (“**Channel**”);
 - c. who have a valid Facebook account and are followers of the official @NickIndia webpage on Facebook;
 - d. who have their birthdays in the month of **February**; and
 - e. Participation by minors will be deemed as participation with the prior consent and knowledge of the Participant’s parents.
2. To participate in the Contest, a Participant must (i) strictly meet the participation / eligibility criteria set out hereinabove and (ii) send in their photo, name and date of birth as per the Mode of Participation provided herein below and strictly in compliance with the Contest Terms and Conditions set out herein (“**Contest Entry**”). The Participants may participate more than once on an everyday basis however, each Participant shall be eligible to win only one prize.
3. **Mode of Participation:** A Participant may participate in the Contest by following below steps, during the Contest Period (defined below):
 - a. A participant shall be required to send in the aforesaid Contest Entry by either of the following mode(s) of participation:
 - i. **Facebook Participation (Wall Post):** participate by uploading the Contest Entry on the Facebook Wall of Nick India’s official Facebook page at the address www.facebook.com/nickindia and by tagging Nick India’s official Facebook Page; or
 - ii. **Facebook Participation (Direct Message):** participate by sending the Contest Entry via Facebook Messenger to Nick India’s official Facebook page at the address www.facebook.com/nickindia.
 - b. All the Contest Entries will be considered valid only if the Participant submitting the same strictly comply / meet the eligibility / participation criteria set out in Clause 1 of these Terms and Conditions.
 - c. Each Participant shall ensure that the Contest Entry and any content submitted by such Participant for the purpose of this Contest shall be with appropriate permissions/ no-objections permitting such Participant to share such Contest Entry, including without limitation, the photograph of the Participant and their personal details with the Organizer and further permitting/ licensing the Organizer to broadcast it on various channels owned or controlled by it and/or all such modes, media and format as may be determined by the Organizer and in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of such third person(s)/ other party, venue, etc. and subject to Clause 4 (*Grants of Rights and License to Organizer*) and Clause 5 (*Specific Representation and Warranties of all Participants*) below and other terms and conditions herein
4. **Grant of Rights and License to the Organizer:** By participating in the Contest and submitting the Contest Entry/ies, the Participants acknowledge, agree and confirm as follows:
 - a. The Participant has an unconditional right, permission, consent and authority to participate and submit the Contest Entry and to grant Organizer the right to broadcast the Contest Entry, including without limitation the photograph of the Participant along with his / her personal details and other details required for participation in the Contest, on its channels and all such modes, media and formats determined by the Organizer at its discretion.
 - b. By participating in the Contest and accepting and agreeing to the terms and conditions herein and generally as part of the submission process, the Participant hereby exclusively, irrevocably and unconditionally assigns all copyrights and other intellectual property rights relating to the Contest Entry (including without limitation all exploitation rights thereof across all modes, mediums, formats, platforms and technologies, whether in existence now; or in existence now, but not in commercial use on the date of execution hereof; or are developed in future) for the territory of the entire world in perpetuity, in favour of the Organizer, on and with effect from the date of submission of the Contest Entry, for exploitation in the manner determined by the Organizer at its sole discretion. The Participant acknowledges and confirms that it shall, at its own cost and expense, obtain all requisite assignments, licenses, permissions, authorizations, no-objection certificates, written arrangements, etc., from the all other persons and entities so as to ensure exclusive, irrevocable, and unconditional assignment of all copyrights and other

- intellectual property rights relating to the Contest Entry for the territory of the entire world in perpetuity, in favour of the Organizer in the manner contemplated herein above.
- c. The Participant hereby agrees that the provisions of Section 19(4) of the Copyright Act shall not apply to the above assignment by the Participant. The Participant hereby expressly waives its rights under the said section and further, represents that it has entered into valid written agreements whereby the copyright assignments and waivers has been obtained by it, from all authors/ contributors of the underlying works comprised in the Contest Entries.
 - d. By participating in the Contest, each Participant unconditionally acknowledges and confirms that: (i) Organizer shall have complete rights (as described above including but not limited to download the Contest Entry to edit, alter or modify the entry or any parts thereof, to ensure that the Contest Entry complies with the technical specifications, and is otherwise suitable for exhibition to the general public, and for ensuring compliance with any applicable censorship or other laws anywhere in the world and to store the Contest Entries on its server or such other servers as may be authorized by Organizer; and (ii) in lieu of the license of the rights in the Contest Entry as aforesaid, the Participant shall not claim any payments or raise dispute on usage by the Organizer of same. Any breach or violation of sub-clause (ii) above by the Participant shall amount to breach of terms and conditions and entitle the Organizer for all such rights and remedies as mentioned in this terms and conditions and as under applicable laws.
 - e. The Participant grants to Organizer, its irrevocable consent in perpetuity to use the Contest Entries (entirely or in part) along with the their name, photograph, birth date and required details, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, internet, newspapers, magazines and such other modes, media and platforms (whether existing at present, or which may be developed at any time in the future) at any time without the requiring the Participant's further knowledge or consent. Further, acceptance of terms and conditions constitutes permission for Organizer, its affiliates, promoters and all related entities to shoot videos, click photographs of such Participant 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.
 - f. In submitting the Contest Entry to the Organizer, the Participant recognizes that the Organizer engages in extensive activities in creating, acquiring and developing literary, artistic, musical and other material, including stories, ideas, themes, plots, titles, screenplays, and concepts for television, motion pictures and other developments, which are called "Materials". The Participant recognizes that the Materials which the Organizer may use in the future may have originated or may have been acquired from its own employees or others, and may duplicate or resemble elements of the Contest Entries. Participant appreciates the Organizer's concern that any examination of the Contest Entries, without a full release of liability, might expose the Organizer to a claim of plagiarism, or such other claim or threat of litigation. Therefore, as an inducement for Organizer's examination and evaluation of the Contest Entries, and in consideration of such examination, and without prejudice to the declarations provided herein or as may be required by the Organizer from time to time, the Participant hereby acknowledges and agrees as follows:
 - i. Its submission of the Contest Entry to Organizer is voluntary, is not solicited by Organizer, and not in confidence.
 - ii. There is no agreement between Organizer and the Participant or any third party, express or implied, relating to Organizer's use or failure to use the Contest Entry or any part thereof.
 - iii. The Participant shall not assert against Organizer, its affiliates, licensees, assigns, officers, agents or employees any claim of any nature arising out of any alleged use by Organizer of the Contest Entries or any part thereof.
 - iv. The Participant will not hold Organizer responsible for any loss, theft of the personal information, or any part thereof, including without limitation, the name, photographs, etc.
 - v. The Participant hereby agrees to indemnify and keep indemnified Organizer, officer, employee, affiliates, promoters, etc. from any and all claims in respect of any aspect of the Contest Entries as submitted by the Participant, or any of the intellectual property rights thereof, or the assignment thereof, or privacy or publicity, property rights or of any other claims, as well as claims from any third person(s) associated in any manner with the Contest Entries, or any claims arising from the breach/ violation of any of the foregoing terms and conditions.

5. Specific Representation and Warranties of all Participants:

Each Participant represents and warrants the following:

- a. Contest Entry(s) shall be suitable for presentation in a public forum, in sole determination of the Organizer.

- b. Contest Entry(s) shall be original work created by the Participant and that it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party.
- c. Contest Entry shall not promote or advertise any product(s), service(s) or brand(s).
- d. Contest Entry(s) shall not contain content that depicts alcohol or tobacco or drugs.
- e. Contest Entry(s) shall not in any manner depict or encourage harm or injury to any person, party, animal.
- f. Contest Entry(s) shall not contain text, images or artwork not created by the Participant.
- g. It understands that once a Contest Entry has been submitted as an entry to this Contest, all rights therein shall be deemed to have been assigned in favour of Viacom18 or any of its Affiliates.
- h. No license fee, royalties, charges, etc. are payable to any person/party/copyright society anywhere in the entire world, in relation to the Contest Entry including the music(s), performance etc. as a part of the Contest Entry and same are rights clear.
- i. The Contest Entry(s) are not and will not be uploaded/ publicized by Participants in any manner including on social networks/websites/blogs nor be discussed with any party, including without limitation the press, about any information relating to this Contest, the video, participation/appearance, or any other information which may come to the knowledge of the Participants, including without limitation in relation to the Organizer or any of its employees, consultants or vendors.
- j. He / she has an unconditional right and authority to participate and submit the Contest Entry and to grant Organizer the right to broadcast on its channels and all such modes, media and formats determined by the Organizer at its discretion, the Contest Entries that may be submitted and such other details as may be submitted to participate in the Contest.
- k. He / she exclusively, irrevocably and unconditionally assigns all copyrights and other intellectual property rights relating to the Contest Entry (including without limitation all exploitation rights thereof across all modes, mediums, formats, platforms and technologies, whether in existence now; or in existence now, but not in commercial use on the date of execution hereof; or are developed in future), for the territory of the entire world in perpetuity, in favour of the Organizer, on and with effect from the date of submission of the entry, for exploitation in the manner determined by the Organizer at its sole discretion.
- l. The Organizer shall have complete rights (as described above including but not limited to download the Contest Entry to edit, alter or modify the entry or any parts thereof, to ensure that the Contest Entry complies with the technical specifications, and is otherwise suitable for exhibition to the general public, and for ensuring compliance with any applicable censorship or other laws anywhere in the world and to store the Contest Entries on its server or such other servers as may be authorized by Organizer; and that in lieu of the license of the rights in the Contest Entry as aforesaid, the Participant shall not claim any payments or raise dispute on usage by the Organizer of same.
- m. He / she acknowledges that the Organizer shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to them, either before, during or after the Contest; and the same shall not be attributed to the Organizer and the Organizer shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.

In the event of any violation of the aforementioned undertakings or misrepresentation, the Organizer may in its sole discretion disqualify the Contest Entry from the Contest with immediate effect. By participating in the Contest, the Participants also represent and warrant that he/she shall solely be liable for any and all action (criminal/civil) arising therefrom, whether in India or internationally, and shall also be liable to indemnify the Organizer and any of its licensees etc. for any loss, claim, dispute, disruption caused to them.

- 6. **Contest Period:** The Contest shall commence from 11th January 2018 and shall conclude on 21st January 2018 or on such date as decided by the Organizer (“**Contest Period**”). Any Contest Entry(ies) received after the Contest Period shall not be entertained and shall be considered ineligible for the Contest. The Winners shall be announced on 1st February 2018 or such other date as may be determined by the Organizer at its sole discretion and in mode deemed appropriate at sole discretion of Viacom18.
- 7. **Selection of Winners:** At the end of the Contest Period, the Organizers shall select total 20 (twenty) Participants on first come basis who, (i) have submitted the Contest Entry in accordance with the Contest Terms and Conditions, as determined by the Organizer in its sole discretion; and (ii) strictly meet the eligibility criteria set out in Clause 1 of these Terms and Conditions, as the winners of the Contest (“**Winners**”).
- 8. Prizes will be distributed after the end of the Contest Period on such other date/dates as determined by the Organizer in its sole discretion, subject to compliance of terms and conditions herein and all instructions of Organizer from time to time.

9. The Organizer shall notify the Winners of the Contest of their win via Twitter, Facebook, Instagram, e-mail or such other method as they may deem fit in their sole discretion.

10. Gratification Details:

- a. The Winners of the Contest (as declared by the Organizers) would be eligible to win a one-time opportunity to feature in a "**Happy Birthday Video**" for the month of February 2018 on the "Nick India Channel ("**Happy Birthday Video**") that is tentatively proposed to be on air from 1 February 2018 to 10 February 2018 and which is further tentatively proposed to be released on social media on 1 February 2018 ("**Prize/s**" or "**Gratification**").
 - b. For the sake of clarity, it is understood that each Winner of the Contest (as selected and declared by the Organizer) shall be eligible for 1 (one) Prize each being a one-time opportunity to feature in a "**Happy Birthday Video**" for the month of February 2018 on the "Nick India Channel, subject to the terms and conditions mentioned herein and at sole discretion of the Organizer.
 - c. Further, each Prize set out above shall be determined by the Organizer in its sole discretion. Without prejudice to the aforesaid, the nature, specifications, duration and other elements comprising the Happy Birthday Video shall be as determined by the Organizer in its sole discretion. The Organizer shall have the right to modify the nature of the Prize / Gratification (or any item / element comprising the same) without assigning any reason for the same and the Organizer shall not be held liable for the same.
 - d. The specifications, nature, form and other particulars of the Prize or Gratification shall be as determined by the Organizer in its sole discretion and subject to such terms and conditions as may be informed by the Organizer from time to time.
 - e. The Participants or any third party shall have no right to question the nature, form, type or number of the Prize / gratification being given by the Organizers.
 - f. Organizer takes no responsibility, liability or any other expenses for the Winners eligible to receive the gratification.
 - g. Prizes will be distributed at the end of the Contest Period, at such date and time as may be determined by the Organizer in its sole discretion subject to compliance of terms and conditions here and all instructions of Organizer from time to time.
 - h. Notwithstanding anything contained herein, Organizer shall have the right to disqualify any Participant / Participants in case (i) the photograph submitted by such Participant as part of the Contest Entry is not of appropriate quality, clarity and / or resolution and / or (ii) the details provided by the Participant especially their date of birth is incorrect.
11. The charges for IVR usage shall be premium rates (maximum up to INR 6.99/ min). SMSes/ IVRs originating from a particular number shall be deemed to be from the owner of the number. All other incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant. The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/hindrance caused, and/ or the cost of the SMS usage charged by the Service Provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the Service Provider without involving Organizers.
 12. The Participants/Winner(s) acknowledge that the Organizer shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Winner(s) in participating in the Contest, and the Winner(s) shall be absolutely responsible and solely liable for the same.
 13. The Participants shall not be entitled to win the Prize simply by the reason of participating in the Contest or answering correct answer. Further, the Winners so selected shall be entitled to win the Prize as set out hereinabove. The selection process may be revised and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection. In the event there is a tie between two participants as final winner, then the same shall be resolved through a random draw.
 14. By participating in the Contest, the Participants agree to be bound by any rules; regulations, guidelines or policies ("**Rules**") associated with the Contest, including without limitation these terms and conditions, and agree to be bound by any decisions made by the Organizer, including any interpretations of such Rules by the Organizer.

15. The Participants hereby agree and undertake that mere announcement/declaration of being announced as Winner(s) shall not entitle them to the Gratification. Only upon complying with all Rules mentioned herein, to the satisfaction of the Organizer, shall the winning be validated.
16. The Prize/s are non-transferable, may not be exchanged for cash. Prize not honored as required or otherwise not claimed within two (2) days after delivery of notification or otherwise if the Winner is not available on date, time and venue as indicated by the Organizers, the Prize will be forfeited and awarded to an alternate winner unless otherwise stated. No request shall be entertained by the Organizers in this behalf and Organizers decision shall be final.
17. In the event of unforeseen circumstances beyond the control of the Organizer, and the Gratification not being made available to the Winner(s), the Winner(s) shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest the Winner(s) waive their right to make any claims against the Organizer.
18. Income tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize/s, shall be payable by the Winner of the respective prize/s.
19. The Organizers shall not be responsible for the quality or deficiency etc. of the Prize/s and no claim or request, whatsoever, in this respect shall be entertained by the Organizers.
20. Employees of the Organizers and/or their associate and affiliate companies/ concerns and/ or Sponsors will not be qualified for winning any Prize/s in the Contest.
21. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Contest and / or the Prize for the Contest and/ or the duration/ timing of the Contest, at any time at their own discretion and without any prior notice and without assigning any reason.
22. The Winners shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/s from any party whatsoever.
23. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizers.
24. The Participant acknowledge that he/she will not hold the Organizers and/ or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
25. The Organizer shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the Contest Period; or for prizes not reaching the Winner(s) due to any reasons; or for any reasons beyond the control of the Organizer.
26. The Organizer is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Viewer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
27. Under no circumstance, unless due to willful misconduct or gross negligence, shall the Organizer 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 the Organizer has been advised of the possibility of such damages. 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 the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
28. The Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the prize distribution in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants further knowledge or consent.

29. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
30. It is the Participants' responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate in order to be able to receive the gratification/ notification in time.
31. In order to avail the Prize, the Winners must collect the same from the office of the Organizers upon presentation of appropriate and credible ID proof and sign a release form as may be required by the Organizers. In the event the Winner does not present a credible ID, the Winner shall no longer be entitled to the Prize and the Organizers may select another winner. The Organizers may in their sole discretion courier the Prize to the Winners if they so deem fit on the cost and expense of the Winners.
32. Participation in this Contest implies acceptance of all the terms and conditions of the Contest. Acceptance of the Prize/s by the winner constitutes permission for Organizers, and its affiliates to shoot videos, click photographs of the Winner/s and use the Winner'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.
33. Notwithstanding anything contained herein, the Participants, the Winners of the Contest who are selected and eligible for the gratification (as detailed herein) hereby acknowledge, affirm and agree that they have read, understood, accept and hereby agree to abide by all terms and conditions of this Contest. Without prejudice to the aforesaid and for the avoidance of doubt, it is stated that all terms and conditions of this Contest shall apply mutatis mutandis to the Winners who are selected and may be eligible for the gratification in accordance with the terms and conditions stated herein.
34. In case of any dispute or difference in respect of this Contest, the decision of the Organizers shall be final and binding on all concerned.
35. The Contest shall be subject to jurisdiction of competent court/s at Mumbai alone.
36. The decision of the Organizers in connection with the Contest will be final & binding and is non-contestable.

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