

## TERMS AND CONDITIONS

### SHIVA BANAYE EXAMS COOL 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 "**Sonic**" ("**Channel**");
  - c. who are mobile/landline subscribers of Airtel, Vodafone, Aircel, Idea, BSNL, MTNL Mumbai, Reliance, Loop and Tata ("**Service Providers**"); and
  - d. Participation by minors will be deemed as participation with the prior consent and knowledge of the Participant's parents.
2. Notwithstanding anything stated herein, any person who has won any one or more contests organised by or for the channels Nick, Sonic, Nick Jr. and / or Nick HD+ in the immediately preceding 24 (twenty-four) months, shall not be eligible to win the Contest. Further, **only one person per family** shall be eligible to win the Contest subject to compliance with the terms and conditions of the Contest. In the event that there are multiple Winners from any one city / town, the Organizer shall in its sole discretion, select **only 1 (one) Winner from each city / town** in accordance with selection mechanism set out in these Contest Terms and Conditions.
3. To participate in the Contest, a Participant is required to watch the Channel i.e. "**Sonic**", daily i.e. Monday - Friday from 5:30 pm till 6:30 pm during the Contest Period ("**Time Band**") and correctly answer 1 (one) contest question ("**Contest Question**") per day of the Contest Period by selecting the correct answer from the 2 (two) options featured / flashed on the Channel during the Time Band and submitting the answer in accordance with the Modes of Participation provided herein below and as per the Terms and Conditions set out herein ("**Contest Answers**"). The Contest Questions may vary every day during the Contest Period and the Participants may participate more than once on every day basis.
4. The Winners shall be selected and declared in the manner more particularly set out herein. The Winners of the Contest will be selected as per the selection mechanism provided below.
5. **Modes of Participation:** Each Participant can answer the Contest Questions in one of the following methods:
  - i. Via SMS, by sending an SMS '**Sonic**' <space> **Option A or Option B** <space> Your Name to 56882 through their respective mobile Service Providers; or
  - ii. Via IVRS by dialing IVR number DIAL 5056882 From Vodafone, Aircel, Airtel, Idea, Reliance, Tata mobile & Airtel Landline or DIAL 1255568 from BSNL Landline, mobile & MTNL mobile; or
  - iii. By logging on to the Sonic India official webpage - [www.sonicgang.com](http://www.sonicgang.com) for participating and posting their Contest Answer/s on the webpage as per the terms, conditions and instructions provided therein.
6. **Contest Period:** The Contest shall commence from **29<sup>th</sup> January 2018** and shall conclude on **28<sup>th</sup> February 2018** or on such date as decided by the Organizer ("**Contest Period**"). Any entries / Contest Answers received after the Contest Period shall not be entertained and shall be considered ineligible for the Contest.
7. **Selection of Winners:** At the end of the Contest Period, the Organizers shall select total 26 (twenty-six) Participants on the basis of the maximum number of Correct Answers received (to the Contest Question) across the Contest Period, on first come basis as the winners of the Contest ("**Winners**") and such Winners shall be eligible for gratification as detailed below.

8. Out of the total Winners to be declared, Winners shall be declared by the Organizers on following basis:
  - a. First 5 (five) participants who have, on first come basis, submitted maximum number of Correct Answers (to the Contest Question) across the Contest Period, as determined at sole discretion of Viacom18 shall be selected and shall be eligible to win a Prize of 1 (one) **‘Tablet’**, as determined by the Organizers their sole discretion, each as per gratification table provided below;
  - b. Next 6 (six) participants who have, on first come basis, submitted maximum number of Correct Answers (to the Contest Question) across the Contest Period, as determined at sole discretion of Viacom18 shall be selected and shall be eligible to win a Prize of 1 (one) **‘Selfie Stick’** each as per gratification table provided below;
  - c. Next 4 (four) participants who have, on first come basis, submitted maximum number of Correct Answers (to the Contest Question) across the Contest Period, as determined at sole discretion of Viacom18 shall be selected and shall be eligible to win a Prize of 1 (one) **‘Action Camera’** each as per gratification table provided below;
  - d. Next 5 (five) participants who have, on first come basis, submitted maximum number of Correct Answers (to the Contest Question) across the Contest Period, as determined at sole discretion of Viacom18 shall be selected and shall be eligible to win a Prize of 1 (one) **‘Multimedia Speaker’** each as per gratification table provided below; and
  - e. Next 6 (six) participants who have, on first come basis, submitted maximum number of Correct Answers (to the Contest Question) across the Contest Period, as determined at sole discretion of Viacom18 shall be selected and shall be eligible to win a Prize of 1 (one) **‘Watch’** each as per gratification table provided below
9. The Winners shall be announced on 15<sup>th</sup> March 2018 or such other date as may be determined by the Organizer in its sole discretion (**‘Announcement’**).
10. The Prizes will be distributed after the end of the Contest i.e. 7 (seven) working after the date of Announcement of the Winners, at such date and time as may be determined by the Organizer in its sole discretion.

**11. Gratification Details:**

- a. The Winners of the Contest as declared by the Organizers would be eligible to win the prizes given and determined by the Organizers in their sole discretion, in the manner mentioned below (**‘Prize’**):

Prizes	Per unit approximate cost of prize element (in INR)	Total Winners Eligible To Win Respective Prize Element
Tablet	6,000 – 10,000	5
Selfie Stick	2,000 - 5,000	6
Action Camera (of such make and specifications as determined by Organizers)	2,000 – 6,000	4
Multimedia Speaker	2,000 - 6,000	5
Watch	1,000 – 2,000	6
<b>Total Number of Prizes</b>		<b>26</b>

- b. For the sake of clarity, it is understood that each Winner of the Contest (as selected and declared by the Organizer) shall be entitled to only 1 (one) Prize which shall be given to the Winner subject to the terms and conditions mentioned herein and at sole discretion of the Organizer.

- c. Notwithstanding anything contained herein the Prize/s for the Contest, as more particularly described above, shall be determined by the Organizer in its sole discretion. 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. Participants acknowledge agree and affirm that the distribution of the prizes shall, at all times, be subject to availability of the same in the market for public sale.
  - d. Further, the make, form and model of each Prize set out above shall be determined by the Organizer in its sole discretion.
  - e. Organizer takes no responsibility, liability or any other expenses for the Winners.
  - f. 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 internet usage applicable or otherwise. Any dispute in connection to the same shall be settled between the Participant and respective internet service provider without involving Organizers.
  - 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. The Winner expressly agree that in addition to these terms and conditions the Winner shall comply with any terms and conditions that may be stipulated by the Organizer and/or its parent, affiliate companies etc. in relation to the Gratification / Prize. This shall be a strict condition precedent to the Winner availing the Prize.
  - i. The Participants acknowledge that they shall not hold the Organizers and/ or any of its affiliates or agencies engaged by them with regard to this Contest, liable for any damages, loss or opportunity, monetary loss due to failure and / or delay in distribution of the Prizes / gratification for the Contest.
12. Each of the Winners shall provide the Organizers with any 2 (two) valid and subsisting identity proofs, that are acceptable to the Organizer, immediately upon announcement of the Winners by the Organizers. Notwithstanding anything contained herein, strict compliance with the aforesaid requirement shall be a condition precedent to the Winner availing the Prize / gratification.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. Income tax, gift 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizers.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. The Contest shall be subject to jurisdiction of competent court/s at Mumbai alone.
37. The decision of the Organizers in connection with the Contest will be final & binding and is non-contestable.

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