

## TERMS AND CONDITIONS FOR "Classmate SPELL BEE - Season 10"

Entertainment Network (India) Limited (hereinafter referred to as "ENIL") is a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Matulya Centre, 4th Floor, A - Wing, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.

ENIL has a national footprint and broadcast/airs the same under the brand name and registered trademark 'Radio Mirchi®'.

ENIL/Radio Mirchi® is conducting a competition titled as "Classmate Spell Bee - Season 10".

By reading these terms and conditions (hereinafter referred to as "Terms and Conditions") and participating in the 'Classmate Spell Bee Season 10' (hereinafter referred to as the 'Contest') being organized by Entertainment Network (India) Limited ("ENIL" "Radio Mirchi" or "We"), you irrevocably and unconditionally accept the same and you undertake to be bound by all the terms and conditions contained therein without any kind of contestation and/or demur.

### 1. ABOUT CONTEST

### 2. CONTEST PERIOD

- a) Tentatively from 15th December 2017 till 18<sup>th</sup> March 2018. The detailed schedule for dates of participation in the Contest will be updated by ENIL from time to time in its sole discretion.
- b) ENIL reserves the right to alter the duration of the Contest at its sole discretion without any prior notice.

### 3. ELIGIBILITY

- i. This Contest is open only for students of Indian nationality studying in Indian schools, from standards 5 to standard 9 within the age group of 10-16 years (hereinafter referred to as "Participant" or "You"). Each Participant will have to produce appropriate documents to authenticate their eligibility. Participation in the Contest can be done individually only.
- ii. ENIL will assume (and by entering the Contest the Participant warrants) that Participant's parents/ guardians are well aware, informed and have consented to the Participant's participation in the Contest, and accordingly the Participant's parent/s or guardian on behalf of the Participant, do waive and release each and every right or claim, all actions, causes of actions (present or future) that the Participant's parents/ guardians/ Participant have individually or otherwise or may have against ENIL, its agents, directors, officers, its sponsors (including sponsors of Contest) employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) occasioned while participating in the Contest.
- iii. Participant agrees to provide complete and correct information in respect of his/ her nationality, identity, contact details, age, and sex and complete postal/correspondence address. Any incomplete or incorrect data furnished to ENIL/Radio Mirchi would entail Participant's disqualification from participating in the Contest. No communications/ correspondences in this respect will be entertained by ENIL/Radio Mirchi.
- iv. Employees and agents of any sponsor or promoter of the Contest, ENIL or any advertising agency, web company connected with ENIL/ Contest (the "Specified Companies"), or any subsidiary or associated company of the Specified Companies, as well as members of their families or dependents are not eligible to enter the Contest. ENIL reserves the right to verify the eligibility of all Participants to the Contest.

- v. By entering the Contest, the Participant through their parents/ guardians:
- i. Warrants that they have read, understood and accepted these Terms and Conditions;
  - ii. Warrants that all information submitted by the Participant is true, accurate, current and complete;
  - iii. Accepts that all participation entries and any intellectual property rights subsisting therein, which are received by ENIL will become the property of ENIL and will not be returned; and
  - iv. Warrants that the participation entry does not defame, cause injury or invade the privacy of or otherwise infringe or violate any applicable law, regulation, custom or intellectual property rights of any third party.

#### 4. HOW TO ENTER / PARTICIPATE

- a) Fill in the complete registration form as available at [www.classmatespellbee.in](http://www.classmatespellbee.in) (hereinafter referred to as "Website"). The registration should be done by Parents/ Guardians of the Participant.

**The fields for the online registration are:**

Full name  
City  
Standard  
Email Address  
Mobile Number

(All the above mentioned fields are mandatory)

- b) The student will have to participate in the test immediately after registering on the website without leaving it. After registering a page with instructions and a 'Start the test' button will appear. After reading the instructions the student will have to click on the button and take the test. If the student exits the website at any stage after registering and before clicking on 'Submit' on the test page he/she will be disqualified.

- c) Username and Password is auto generated by the Website and sent back to the entered email id for future correspondence. However this information is only for the student to login to the website to utilise its features and not to be used to take the test again.

- d) Every registration will also receive a code in the form of SB10-500001; SB10-500002 and so on.

- e) Test results and communication for the shortlisted Participants of the online Contest accessible on the Website shall be announced by ENIL/ Radio Mirchi in its sole and absolute discretion. No communications/ correspondences will be entertained by ENIL/ Radio Mirchi® in this regard at any time and in any manner whatsoever.

- h) No purchase is necessary to participate in the Contest. The Contest is organized by ENIL on the website [www.classmatespellbee.in](http://www.classmatespellbee.in)

- i) Late entries will not be accepted (in ENIL's sole discretion).

#### 5. THE CONTEST FORMAT AND WINNER DECLARATIONS

##### **LEVEL 1: QUALIFYING ONLINE CONTEST**

- a) Test results and communication for the shortlisted Participants of the online Contest accessible

on the Website shall be announced by ENIL/ Radio Mirchi in its sole discretion. There may be more than 1 winner(s) per location on basis of the scores achieved by the Participants of the qualifying online Contest (hereinafter referred to as "**Online Level 2 Participants**").

b) 100 Online Level 2 Participants to be shortlisted in the 5 cities, namely; Mumbai & Navi Mumbai, Delhi & NCR, Bangalore, Chennai, Hyderabad. 50 Online City Finals Participants to be shortlisted from the remaining 31 locations namely: Kolkata, Ahmadabad, Aurangabad, Pune, Vadodara, Bhopal, Chandigarh, Kochi, Coimbatore, Dehradun, Guwahati, Indore, Jaipur, Kanpur, Lucknow, Madurai, Nagpur, Thiruvananthapuram, Vijayawada, Vishakhapatnam, Jalandhar, Jamshedpur, Ludhiana, Nashik, Rajkot, Varanasi

### **LEVEL 1: QUALIFYING OFFLINE and online CONTEST**

c) Additionally 15 Participants to be shortlisted from each school on an offline test basis (Hereinafter referred to as "**Offline Level 2 Participants**"). It is clarified that in the event of a tie-up while short listing Offline level 2 Participants, ENIL will evaluate on basis of tie-breaker questions or in the event of continuation of such tie then ENIL will select on a randomizer basis as per its sole discretion.

d) It is further clarified that hereinafter the Online Level 2 Participants and Offline Level 2 Participants shall hereinafter be jointly referred to as "**Level 2 Participants**" and the level 2 test for the Contest shall take place via the online test mode only.

### **LEVEL 2:**

e) The above short listing of Level 2 Participants shall be done after this has been checked for duplication from the offline data for the Contest. It is clarified that if any Participant applies in the Contest in level 1 via both modes of participation (Online and Offline), only the score obtained by the Participant in the offline participation shall be considered while short listing the level 2 Participants.

f) 100 Online level 2 Participants to be shortlisted in the 5 cities, namely; Mumbai & Navi Mumbai, Delhi & NCR, Bangalore, Chennai, Hyderabad. 50 Online Level 2 Participants to be shortlisted from the remaining 31 locations namely: Kolkata, Ahmadabad, Aurangabad, Pune, Vadodara, Bhopal, Chandigarh, Kochi, Coimbatore, Dehradun, Guwahati, Indore, Jaipur, Kanpur, Lucknow, Madurai, Nagpur, Thiruvananthapuram, Vijayawada, Vishakhapatnam, Jalandhar, Jamshedpur, Ludhiana, Nashik, Rajkot, Varanasi

g) On being selected, the above shortlisted Level 2 Participant(s) move into the next phase of the Contest i.e. Level 3 being organized by ENIL in Radio Mirchi / Local Agency offices across 31 cities where the Contest is being organised. It is clarified that hereinafter the shortlisted Level 2 Participants shall be referred to as "**Level 3 - Round 1 Participants**".

### **LEVEL 3: SEMI FINALS CONTEST**

g) Level 3 comprises of two rounds:

1) **Level 3 - Round 1:** Level 3 - Round 1 Participants shall undertake online test under the supervision of ENIL for short-listing of 10 Participants from each of the 31 cities. On being selected, the above shortlisted Level 3 - Round 1 Participant(s) move into the Level 3 - Round 2 being organized by ENIL in Radio Mirchi / Local Agency offices across 31 cities. It is clarified that hereinafter the shortlisted Level 3 - Round 1 Participants shall be referred to as "**Level 3 - Round 2 Participants**".

2) **Level 3 - Round2:** Shortlisted Level 3 - Round 2 Participants shall undertake the next online test. It is further clarified that the top 16 scorers of the Level 3 - Round 2 shall be shortlisted for Level 4 - the National Finals which shall take place in an offline mode ("**LEVEL 4: National Finalists**"). By

the end of Round 2 we will also arrive at the City Champions. It is clarified that merely by becoming a City Champion such Participant will not become entitled to be a part of the National Finals.

It is further clarified that hereinafter the Level 3 - Round 1 Participants and Level 3 - Round 2 Participants shall hereinafter be jointly referred to as "Level 3 Participants".

#### h) NATIONAL MERIT ENTRIES

Before the execution of Level 3, the top 15 scorers of the Level 1 online test will be entitled to enter the Level 3 - Round 1 directly on a 'NATIONAL MERIT' entry basis, provided such top scorers are not already participating in Level 3 via the models elaborated above.

i) It is clarified that in the event of a tie during any stage of the Contest, ENIL will resolve such tie on basis of tie-breaker questions or in the event of continuation of such tie then thereafter ENIL will select on a randomizer basis as per its sole discretion.

j) Attempts will be made to contact the Participants of the Contest on the mobile number/ email address as provided during participation for the Contest. In the event of non-availability of the concerned Participants, the entry of such Participants shall lapse and ENIL shall be free to nominate the same to any other Participant in any manner as ENIL/Radio Mirchi would deem fit in its sole and absolute discretion.

k) ENIL and/ or any of the sponsors for the Contest shall not be liable for any loss of nomination of the Participant due to incorrect address or any other information provided by such Participants.

l) ENIL or its management, directors, officers, agents, representatives shall not be responsible or liable (including but not limited to any Product and Service Liability) for deficiency and/ or defect of any product/service given as prize or any kind of consequential damages/ loss, in any manner whatsoever.

m) ENIL/ Radio Mirchi® makes no representation or gives no assurance as regards the quality, utility, suitability, usefulness, worth etc of any prize given as part of the Contest and/ or for participation in the Contest itself.

n) In the event that any prize or receipt thereof incurs any tax liability, such tax shall be borne by and is the sole responsibility of the Participant.

o) All prizes are non-transferable and non-refundable. Prizes cannot be exchanged / redeemed for cash. No cash claim can be made in lieu of prizes except as mentioned above.

p) In the event where you become the City Champion and/ or National Finalist, you undertake to do any and/or all acts, deeds, matter or things and further execute any and all documents in such manner and at such locations as may be required by ENIL in its sole and absolute discretion.

q) Responsibility for arranging necessary travel documents such as Passport, Visa and/or emigration clearance shall be of the National Finalists of the Contest and ENIL and/ or the Sponsors will not be responsible and/ or liable for the same at any time and in any manner whatsoever.

#### **6. GENERAL TERMS AND CONDITIONS**

a) These rules are the general terms and conditions that apply to the entire Contest described at the URL address [www.classmatespellbee.in](http://www.classmatespellbee.in) unless otherwise expressly stated. ENIL will not entertain any claim/ concern for sharing the database/ details of Participants with any sponsor for the Contest. By entering this Contest, the Participants agree to be bound by these Terms and Conditions.

b) These Terms & Conditions constitute the comprehensive terms and conditions of the Contest and the Participants and their parents/ guardians are bound to comply with the guidelines, requirements etc. contained therein. Any non compliance with the same may disqualify the Participant from participating in the Contest.

c) ENIL reserves the right to change, alter or cancel this Contest in part or full, or change any or all of the Terms and Conditions that are applicable, without giving prior intimation/notice of any kind and ENIL and/ or any of its sponsors for the Contest will not be liable for any consequential losses/damages or otherwise. No communications/correspondences will be entertained by ENIL/ Radio Mirchi® on account of the aforementioned alterations/modifications or otherwise.

d) ENIL reserves the right to disqualify or exclude any Participant from the Contest and withhold any prizes/ nominations if it has reasonable grounds to believe the Participant has breached any of these Terms and Conditions and/or the specific rules.

e) Each Participant shall be required to bring a valid identity proof (including without limitation school identification card/ school calendar containing database of students/ school authority letter in favour of the Participant) or such other proof as may be required by ENIL/ Radio Mirchi ®.

f) ENIL shall not be responsible for any computer/ systems/ or any other related breakdowns/failures which might result in non-participation of the Participant in the Contest. ENIL is not responsible for any system failure or breakdown in the Contest.

g) Each Participant is responsible for all content and participation entries that the Participant submits, or otherwise makes available to ENIL. By doing so, the Participant represents and warrants to ENIL that such content and/ or participation entry is not confidential and that the Participant has all necessary permission to submit and otherwise make available such content and/ or participation entry.

h) Participant grants to ENIL and its affiliates a worldwide, non-exclusive, perpetual, fully sub-licensable, royalty-free right and license with respect to photos, graphics, audio, video or journals that the Participant submits or otherwise makes available to ENIL in accordance with participation in the Contest, the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such content for the purpose for which such content was submitted, posted or made available.

i) All Intellectual Property Rights (hereinafter referred to as "IPR's") including but not limited into rights, title and interest in the participation entry, concept of the Contest, the promotional materials, creative(s), design, content etc coming into existence with respect to the Contest, will vest unconditionally and irrevocably with ENIL to the exclusion of all other persons/entity. ENIL/ Radio Mirchi ® or any person or entity permitted by ENIL/ Radio Mirchi ® will be entitled to use the information received by ENIL in connection with the Contest in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant(s).

j) ENIL has no responsibility for the content of any material /CD submitted by Participant(s), but reserves the right to: (i) review content prior to making it available to the public; (ii) disclose to law enforcement; (iii) refuse access to the Website to any user that violates any of these terms. k) ENIL reserves the right to in its sole discretion, to edit, withhold or delete any content (e.g., recordings, photographs) submitted by the Participant(s).

l) Any content that contains third party materials (including music) that may otherwise violate or infringe (or may infringe) any of the following will be disqualified:

Copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered; No content shall contain any content or performance that has been broadcast or streamed, published or televised on television or as part of a recording of a motion picture film or television program. Participants may not copy or otherwise plagiarize content from any source;

Content may not be offensive, as determined by ENIL in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

- m) ENIL accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- n) ENIL/ Radio Mirchi ® is a broadcaster in respect of the Contest and ENIL/ Radio Mirchi ® does not make any representation or warranty as to the attributes (such as quality, utility, suitability, usefulness, worth etc.) of the prize given as part of the Contest and/ or for participation in the Contest itself or any other gratification given under the Contest. Prize or gratification is offered only for a restricted time and only for the available supply.
- o) Participant agrees to indemnify and keep indemnified ENIL and all sponsors of the Contest, including their officers, directors, employees, agents, distributors and affiliates from and against any and all claims, loss, damage or liability suffered and fees and costs incurred, including reasonable legal fees, resulting from any act, neglect or default or breach by the Participant or any person who may be authorized by the Participant or for whom the Participant is responsible of any of these Terms and Conditions and/or from the Participant's placement or transmission of any content onto ENIL's servers and/or from any and all use of the Participant's account.
- p) ENIL does not accept responsibility or liability for any failure to receive entries whether caused by any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, server functions, virus, bugs or otherwise.
- q) Proof of posting will not be accepted as proof of receipt (nor will proof that an e-mail has been sent rather than received). Incomplete or indecipherable entries will be void.
- r) All Participants by virtue of entering this Contest agree to their e-mail and mobile numbers receiving future communication regarding the company products, contests and research.
- s) Entry to the Contest is void where prohibited/not allowed.
- t) The decision of ENIL regarding the short listing of City Finals Participants and/ or Semi Final Participants and/ or National Finalists will be final & binding and is non-contestable.
- u) Participant undertakes not at any time to disclose, reveal, communicate or otherwise make public any information relating to ENIL, its business, personnel, servants, agents or officers to anyone.
- v) Participant agrees to undertake as requested by ENIL all interviews, Contest and other activities and to the reproduction, publication, exhibition, transmission and broadcast by all means and media throughout the world at the discretion of ENIL in perpetuity.
- w) All rights in relation to the Contest and the Participant's involvement therein shall vest exclusively with ENIL.
- x) Without limitation to any other rights under these Terms and Conditions, ENIL shall be entitled to refer to the Participant's association with the Contest and any prize given as part of the Contest in all publicity, marketing and Contest material in connection therewith.

y) Participant grants to ENIL the unconditional and irrevocable right to broadcast the audio recording(s) submitted by the Participant by live or deferred transmission in all formats (including, without limitation, analogue, digital, internet, cable, satellite and telephony broadcasts). This shall include the right to alter, edit and compile the audio recording in any way whatsoever.

z) Participant(s) authorize ENIL to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, in any media now known or hereafter created, worldwide in perpetuity, without further compensation.

aa) Participant(s) are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Contest and acknowledge that all activities are undertaken at the Participant's own risk with complete knowledge and acceptance of the Participant's parents/ guardian in this regard.

bb) These Terms and Conditions represent the entire agreement between the parties relating to the Contest or any prize given as part of the Contest and/ or for participation in the Contest itself (unless otherwise expressly confirmed in writing by ENIL) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Contest or any prize given as part of the Contest and/ or for participation in the Contest itself or any of these Terms and Conditions should be relied upon unless confirmed in writing by ENIL. The invalidity, illegality, or unenforceability of the whole or part of a Term or Condition does not affect or impair the continuation in force of the remainder of the Term and Conditions.

cc) The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies. These Term and Conditions shall be governed by and interpreted in accordance with Indian laws and the parties irrevocably submit to the exclusive jurisdiction of the Mumbai courts. dd) If the operation of the Contest (including without limitation the operation of the telephone/SMS system/Internet/Web /Server system; the recording; broadcast etc.) is prevented by an event of force majeure, ENIL may cancel all or any part of the Contest and will not be liable to anyone for the same in any manner whatsoever.

ee) The Participants and their parents/ guardians must expressly release ENIL, and any sponsors of the Contest, and their respective officers, directors, agents, parent companies, subsidiaries and employees, from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that they may have, or subsequently acquire, as a result of their participation in the Contest and/or receipt of any prize given as part of the Contest and/ or for participation in the Contest itself.

ff) These Terms and Conditions are subject to the laws of India. All disputes, differences and claims arising out of the same shall be subject to Indian Laws. Participant (represented by Participant's parents/ guardians) and ENIL will first endeavour to amicably settle such disputes, differences or claims, failing which the same will be referred and resolved through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof. ENIL will be entitled to appoint the sole Arbitrator. The decision of the Arbitrator thereon will be final, conclusive and binding on both the Parties to the dispute. Only the Courts at Mumbai shall have exclusive jurisdiction relating to any proceedings arising out of this Contest.

gg) None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between Participant and ENIL and Participant shall have no authority to bind ENIL in any manner whatsoever.

hh) Nothing contained herein amounts or constitutes to be a commitment or representation by ENIL to conduct further or other Contest of similar nature.

ii) The general terms of the website [www.radiomirchi.com](http://www.radiomirchi.com) and/or [www.classmatespellbee.in](http://www.classmatespellbee.in) shall also be applicable and binding on the Participant(s).

jj) ENIL reserves the right to change, suspend or cancel the Contest without specifying reasons and without incurring liability. The Terms and Conditions on this Website are subject to change from time to time and the same will be effective from the date and time of posting.

kk) If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, ENIL reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process. Further, ENIL reserves the right to take legal action against such Participant who has committed a breach under the Cyber laws (Information Technology Act, 2000 and all amendments thereof) and/or any other laws as may be applicable from time to time and ENIL shall be entitled to such remedies in law as applicable.

ll) ENIL has the right at any time to terminate the Contest without any prior intimation or notice to the public and also ENIL is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Contest and/or accommodate any person or persons who have been selected in the Contest for the Contest. mm) ENIL reserves the right to revoke the short listing of City Finals Participants and/ or Semi Final Participants and/ or National Finalists in the event of non production of any of the specified documents and/or submission of false, incorrect, misleading or fraudulent document(s)/ information by such Participants.

hh) Participation in this Contest shall be construed as an unconditional acceptance of the Terms And Conditions stipulated herein.