## TERMS AND CONDITIONS FOR "SAB Ke Anokhe Awards Poll"

The following are the rules for "SAB Ke Anokhe Awards Poll" ("<u>Poll</u>") which shall be conducted by Multi Screen Media Pvt. Ltd. and/or its affiliates ("<u>MSM</u>") on the terms and conditions as stated hereunder ("<u>Terms and Conditions</u>"):

- 1. SAB Ke Anokhe Awards ("<u>Awards</u>") is an award show wherein the winners will be selected by the viewers on the basis of voting during the Voting Period (as defined herein below). The winner in each category shall be selected on the basis of cumulative votes polled through the Period via SMS voting.
- 2. The voting for the Poll shall commence from June 17, 2015 at 00:01 hours, Indian Standard Time ("<u>IST</u>") and shall conclude on July 07, 2015 at 23:59 hours, IST ("<u>Voting Period</u>"). The timings, date and manner of promotions are subject to change at the MSM's sole discretion.
- 3. All information pertaining to the Poll such as the nominees, the categories, the manner and mechanism for voting shall be made available to the viewers via on air promotions aston bands etc. on the channel "SAB" ("*Channel*"). MSM reserve the right to change and / or cancel the above mediums of communication at any time without any prior notice.
- 4. Each day will be considered to begin from 09:00 hours IST and end on 23:59 hours IST during the Voting Period.
- 5. Basis the votes received during the Voting Period, winners in each category will be determined and awarded in an award show which will be telecast on the Channel.
- 6. The viewers can vote for their nominated anokhe stars from the various categories for the Poll which are as follows:
  - (i) Sab Se Anokhi Yaari (SMS YAARI <Space> A/B/C/D) to 52525

(A) Mendhak – Kappi (Chidiya Ghar)
(B) Yamraj – Chitragupt (Yam Hain Hum)

- (C) Hemant – Pritesh (Badi Dooooor Se Aaye Hain)

- (D) Baalveer – Manay and Meher (Baalveer)

## (ii) Sab Se Anokhi Jodi (SMS JODI <Space> A/B/C/D/E) to 52525

(A) Jethalal – Daya
(B) Vasant – Varsha
(Chidies Char)

(C) Mayuri – Gomukh
(D) Bindiya – Baldev
(E) Ghotak – Koyal
(Chidiya Ghar)
(Chidiya Ghar)

## (iii) Sab Se Anokha Bichara(SMS BICHARA <Space> A/B/C/D) to 52525

- (A) Jethalal Gada (Tarak Mehta Ka Ooltah hashmah) - (B) Vasant Ghotala (Badi Dooooor Se Aaye Hain)

- (C) Chitragupt (Yam Hain Hum) - (D) Gomukh (Chidiya Ghar) (iv) Sab Se Anokhe Love Birds (SMS LOVEBIRDS <Space> A/B/C/D) to 52525

- (A) Chuhiya – Kappi (Chidiya Ghar) - (B) Raja – Rani (Rum Pum poo)

(C) Anna – Sharad (Badi Dooooor Se Aaye Hain)
(D) Bagha – Bavri (Tarak Mehta Ka Ooltah Chashmah)

(v) Sab Se Anokha Buddhu (SMS BUDDHU <Space> A/B/C/D) to 52525

- (A) Gadha (Chidiya Ghar) - (B) Sandeshwar (Chidiya Ghar)

- (C) Hemant (Badi Dooooor Se Aaye Hain) - (D) Ramesh (Hansi Hi Hansi Mil Toh Len)

- 7. The viewer(s) can cast their votes for only those nominated for the poll. Any votes sent by the viewers for anyone else who does not feature as the nominee, will not be considered and shall be null and void.
- 8. During the Voting Period the viewers may vote for the nominees in various categories in the manner provided herein below:
- 9. SMS: The viewers who wish to participate in the Poll, may send an SMS during the Voting Period to the short code 52525 ("<u>Short Code</u>") in the following manner:
  - (i) (SMS SKAA <Space> YAARI <Space> A/B/C/D) to 52525
  - (ii) (SMS SKAA <Space> BICHARA <Space> A/B/C/D) to 52525
  - (iii) (SMS SKAA <Space> LOVEBIRDS <Space> A/B/C/D) to 52525
  - (iv) (SMS SKAA <Space> JODI <Space> A/B/C/D/E) to 52525
  - (v) (SMS SKAA <Space> BUDDHU <Space> A/B/C/D/E) to 52525
- 10. The Poll is open to the subscribers of the following networks only: Aircel, Airtel, Tata Indicom, Tata Docomo, Reliance, MNTL, Virgin Mobile, Idea, and Vodafone in select circles only. Premium rates shall apply for sending the SMS to the Short Code i.e. upto Rs. 4/- per SMS. Check with your operators for more details.
- 11. The SMS shall be deemed to be received when such SMS reaches the server of the concerned telecom/mobile operator. Any unclear/incorrect/incomplete SMS including SMS with wrong characters shall be considered invalid entry and deemed null and void. The cost of the SMS shall be solely borne by the viewers.
- 12. MSM/ or the Channels shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the SMS charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscriber(s)/viewer(s) and the mobile operator directly, without involving MSM.

- 13. In case of telecom and/or network failure and/or for any reasons whatsoever, MSM reserves the right to change the entry system/mechanism and/or cease accepting entries of the viewer(s) during the Period or take such necessary steps as it may deem fit in its sole and absolute discretion.
- 14. The maximum number of votes that the viewers can send for a category during the Voting Period is ten (10) from one mobile number per day per category. The viewer will not be allowed to send more than ten (10) SMSs for one (1) category during the Voting Period per day.
- 15. Votes received after the Voting Period shall not be counted and will be considered null and void. MSM / the Channels is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected votes, and such votes will be disqualified, however the viewers will still be charged for such SMSs.
- 16. MSM and/or the Channels reserve the right at its absolute discretion to exclude votes, voters, the categories, nominations etc. at any given point of time. It is hereby clarified that MSM/ Channels ultimately decides whether or not a nominee or category shall continue to be part of Awards. A category or nominee shall be temporarily or permanently suspended from the voting for any reason whatsoever without prior notice, as deemed fit by the Channel and or MSM.
- 17. MSM/ the Channel shall use reasonable efforts to ensure the security and accuracy of all votes and the voting process, provided, however, that all voters acknowledge and agree that such methodologies are not infallible, and that MSM/ Channel makes no guarantee as to their effectiveness.
- 18. MSM and or the Channel reserve the right to change these terms and conditions at any time by posting the revised terms and conditions on the website <a href="https://www.sabtv.com">www.sabtv.com</a>. The viewer's participating in the voting are required to review these terms regularly to ensure that they are aware of any changes made.
- 19. The outcome of the poll/the decision made by the Channel and/or MSM regarding the poll shall be final and binding on the voters and in no event shall the viewer/voter dispute the decision made by MSM, Channels and/or its employees in connection to the poll. All decisions in this regard shall be final and shall not be subject to challenge or appeal.
- 20. MSM shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the SMS charged by the telecom/mobile operator / internet service provider etc. Any dispute in connection to the above shall be settled between the subscriber(s)/viewer(s) and the telecom/mobile operator/ service provider directly, without involving MSM.
- 21. In case of telecom and/or network failure and/or for any reasons whatsoever, MSM reserves the right to change the voting system/mechanism and/or cease accepting votes of the viewer(s) during the Voting Period or take such necessary steps as it may deem fit in its sole and absolute discretion. MSM reserves the

- right, in its sole discretion, to cancel, terminate, modify, or suspend voting should any virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the voting process.
- 22. The voting is merely to enable the viewers to choose their favorite nominees under each category during the Voting Period and there shall be no winners declared from amongst the voters or prizes distributed for this Poll.
- 23. The voters agree that he/she shall not hold MSM and/or Channel and/or their employees, officers, directors or any other person, responsible any problem of whatsoever nature in connection to the Poll.

## GENERAL RULES

- 1. The viewer(s) interested in participating in the Poll must be above the age of 18 years and a resident of India. Further the viewer(s) should not have criminal conviction or an arrangement or a contract that prevents the viewer(s) from participating in the Poll.
- 2. MSM or the Channel reserves all rights to make amendments to the existing rules without prior notice.
- 3. Non-conformance by the voters(s) to any and all the rules will make such voter's entry(ies) null and void.
- 4. The viewer(s)/voters shall hold harmless the Channel, MSM, 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 viewer(s), in any manner whatsoever in connection with the Poll and/the outcome of the Poll and 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.
- 5. Employees of and/or consultants of and/or persons hired on contract by MSM, the Channel and the members of their immediate family are ineligible for participating in the Poll.
- 6. By participating it is deemed that the viewer(s) have read, understood, accepted and agree to abide with all the rules and regulations of the poll.
- 7. The elimination of the nominees and/or the outcome of the Poll shall be final and binding on all the viewers and in no event shall the viewer(s) dispute the outcome declared by MSM, Channel and/or its employees in connection to the Poll or otherwise.
- 8. These Terms & conditions shall be construed in accordance with the laws of India and incase of any dispute or other matter arising in reference to Award shall be referred to a sole arbitrator appointed by MSM and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The

- venue for arbitration shall be Mumbai, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the viewer(s) who has raised the dispute.
- 9. MSM 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. MSM makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.
- 10. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
- 11. Your participation in the Contest by submitting the Entries will be construed as an acceptance of the above stated Terms and Conditions.