

Terms and Conditions - Participation in SAB FAMILY FUNATHON

The event titled “**SAB FAMILY FUNATHON**” (hereinafter referred to as “**Event**”) is organised by Multi Screen Media Private Limited and/or its affiliates (“**MSM**”) on the terms and conditions stated herein under (“**T&Cs**”/ “**Terms and Conditions**”):

The Event will be a 3(three) kilometre run held on 29th November, 2015 at Lucknow at KD Singh Babu Stadium, Lucknow as may be decided by MSM at its sole discretion.

Your participation in the Event signifies your assent to these Terms and Conditions which includes without limitation your assent to the waiver on behalf of the You and your Family (defined below). Any reference to you (“**You/Participant**”) shall wherever the context requires also mean to include Participant’s other family members i.e. a minimum of (1) one or maximum of five (5) family members (excluding the Participant). For being able to participate in the Event the Participant in addition to himself/herself is required to nominate minimum (1) one or maximum of five (5) family members of his/her family.(hereinafter collectively referred to as “**Family**”). For the sake of clarity, MSM shall only consider a total of either a two (2) or six (6) member family (including the Participant) for the purpose of participating in the Event at MSM’s sole discretion. The Participant registering on behalf of the Family shall be responsible for ensuring that all the family members abide by and are bound by these Terms and Conditions.

(1) Age Criteria-

- Person(s) of age group 13(thirteen) years and above can participate for the Event. However participation of person(s) below 18 years of age shall be valid, only after being registered by their respective Parent or Guardian.
- Participants above 70 (seventy) years of age will not be allowed to participate in the Event.
- One Participant shall register on behalf of the entire Family, provided such member is 18 years of age and above

(2) How to apply: To apply for the Event, Participant needs to submit the Registration Form, during the period from 11th November, 2015 to 28th November, 2015 (“**Registration Period**”) Registration forms received after the expiry of the Registration Period will not be accepted.

(3) Registration Modes

You can apply for the Event, during respective Registration Period using any one of the following modes:

(i) Online Registration:

- (a) Participants interested in participating in the Event can directly access the website www.sabtv.com and will need to register on the website (“**Website**”).
- (b) In order to complete the registration, the Participants need to visit the Website and fill in the Registration form
- (c) Participant shall be solely responsible for his/her own Registration Form along with the Registration form for his/her Family and the consequences of uploading/publishing them on the Website.

(ii) Missed Call Registration:

- a. Participants needs to give a missed call on the number – 08820888208 for registering for SAB Funathon.
- b. After giving the missed call, participants will receive a confirmation SMS with the following text:
“Your family is registered for SAB Family Funathon. Come with family to KD Singh Babu Stadium on Sunday, Nov 29 at 7am. Enjoy with SAB TV stars. T&Cs apply”

- (4) **Registration confirmation:** Post close of registrations, email and/or SMS confirmations will be sent to all the confirmed Participants who have given their valid email id and valid cell phone number in the Registration form.
- (5) **Collection of Running Bibs-** Participants can collect the Bibs at the race venue – KD Singh Babu Stadium on the Race day i.e. 29th November, 2015 at the reporting time. *Participants to note that merely by registering for the Event by filling in the Registration Forms will not entitle such Participant(s) to participate in the Event. Participants have to mandatorily collect their Running Bibs in order to be eligible to participate in the Event.*

(6) On what grounds can Participant’s Registration be rejected or declared invalid?

Participant’s Registration can be rejected on any of the grounds listed below.

- 1. Incomplete form submitted,
- 2. Applicant is underage/over age for the race chosen,
- 3. More than one entry form received from the same applicant,
- 4. Required documents not attached/submitted/submitted documents not valid,
- 5. Running places are full,
- 6. Any other reason.

Terms and Conditions governing the Event:

The Participant agrees to be bound by these Terms and Conditions (which includes the waiver appended below).

- a. However participation of person(s) below 18 years of age shall be valid, only after being registered by their respective Parent or Guardian. Family members of the Participant who are below 18 years of age shall be eligible to participate in the Event voluntarily on their own behalf subject to the consent of their natural guardian/s and without being under any compulsion or duress.

- b. The Participant acknowledges that participation in and training for the Event involves potentially dangerous physical activity and inherent risks and dangers of accidents, personal injury (including death) and loss or damage to property. By completing and submitting the Registration Form, the Participant confirms that, to the best of his/her knowledge, they are healthy and fit to run, they understand and have considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely choose to assume these risks.
- c. MSM's reserves the right to refuse the Participant's attendance at, and/or participation in the Event at their sole discretion. The Participant acknowledges that any medical information during registration and for assisting medical staff, where deemed necessary, may be used to treat or otherwise assist the Participant as a result of illness or injury at the Event. MSM shall not be under any obligation whatsoever to process, analyze, or otherwise take action on, such information either during or after the registration process. The Participant undertakes and agrees to inform MSM of any change in their medical condition from the date of registration up to and until the start of the Event.
- d. Participant agrees that irrespective of whether Participant gets confirmed or not, the Registration Forms shall become the property of MSM and all intellectual property rights vested therein shall stand assigned to MSM for worldwide and in perpetuity to be exploited on any and all media platforms now know or invented in the future.
- e. MSM does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Event by each Participant. The Participant is advised to obtain such insurance themselves if required.
- f. There is no participation and/or registration fee payable for participation in the Event.
- g. MSM shall arrange for the availability of an appropriate number of first aid and medical personnel according to the nature of the Event at their discretion. The Participant hereby authorizes such medical personnel (both on-site or on-call) to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Event, but shall not be liable for such treatment or transportation by such third party. The Participant shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with participation in and/or attendance at the Event.
- h. The Participant acknowledges and agrees that the Participant shall fully indemnify and keep MSM fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the Participant; and irrevocably indemnify and hold harmless, and reimburse MSM from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by MSM to any person (including the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at, participation in, or training for the Event.
- i. For the avoidance of doubt, MSM will not be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection with the Event for loss of revenues, profits, contracts,

business or anticipated savings or loss of data); or goodwill or reputation; or any special or indirect or consequential losses; for any personal injury to or death of the Participant.

- j. Participant's running number bib is not transferable to any other person under any circumstance. Participants found to have interchanged their running number bib with another individual, will be disqualified from the Event.
- k. MSM reserves the right to disqualify or exclude any person from competition who gives incorrect personal data/details on the Registration form, who has been banned from competition under Indian jurisdiction, or who is suspected of having taken banned substances.
- l. Participants are not allowed to run with babies or children who are under aged.
- m. In order to ensure the re-opening of roads to normal traffic by timings MSM will designate cut off times at specified locations. Participants failing to reach these specific locations within times specified must stick to the footpath in order to complete their race.
- n. Only those confirmed Participants wearing the correct running bibs will be allowed on the route. Any person found wearing the incorrect bib or no bib will be disqualified and removed by the Event security.
- o. Further, every Participant must wear his/her running bib on the front of the vest worn. Any mutilation, fold, alteration or damage to the bib will amount to disqualification of the Participant from the Event.
- p. MSM reserves the right to stop any Participant from participating who is found medically unfit to continue in the opinion of the medical personnel.
- q. For security reasons, Participants are requested to come without any baggage. It is strongly recommended that Participants do not carry valuables like mobile phone, camera, jewellery, watch, electronic gadgets etc. MSM will not responsible for any loss of baggage and belongings.
- r. Participants are requested to cooperate with the police and security personnel deputed at the Event venue and on route. Participants/supporters are liable to random checking on race day.
- s. Photographs taken of Participants during the Event are the property of MSM and will be used for promotional purposes.
- t. No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event venue or used by any Participant either before or during participation in the Event. MSM reserve the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.

GENERAL TERMS AND CONDITIONS GOVERNING THE EVENT:

- 1. Employees, agents and promoters (including their immediate family members) of Soho Square (event management agency) and any of their divisions, affiliates and subsidiaries, and others associated with the Event in any manner, are eligible to participate in the Event, however they will not be entitled to win any prizes (if any) associated with the Event.

2. Participants must adhere to the age criteria mentioned herein. The Participant(s) must be citizens of India residing in India (“**Indian Participants**”) and residents of other countries and non-citizens of India (“**Non-Indian Participants**”) who are eligible to work in India legally. The Non-Indian Participants shall be required to provide such documents (including but not limited to passport for identity proof, copy of the visa/work visa and registered Tenancy or Leave & License Agreements as residential proof) as required by MSM from time to time to enable them to participate in the Event as and when required failing which such Non-Indian Participant shall not be qualified for participation in the Event at the sole discretion of MSM. The Non-Indian Registrants applying for Minor Participants shall also be bound by the laws of India for themselves as well as for their children.
3. The Event’s Terms and Conditions shall be mentioned on the Website. Participant agrees that by participating in the Event, the Participant shall be bound by the terms and conditions provided at the Website.
4. For the Event, each Participant must submit their complete Registration Form during the Registration Period in order to qualify as an entrant in the Event.
5. There shall be no winners declared from amongst the participants in the Event and therefore there shall be no prize given to any Participant for successfully completing the Event. However, MSM may issue medals/certificates (via an online platform) to those completing the Event successfully at their sole discretion.
6. Participants should ensure the accuracy of the information provided by them at the time of entering the Event.
7. Participant shall not post any profanity or abusive comments on the respective Website Event page. In the event of any such profanity or abusive comments posted on foregoing pages, such Participants shall be disqualified forthwith and MSM reserves its rights, in addition to removing such post, to take a legal action against such Participant and/or user.
8. By participating in the Event, each Participant agrees to follow these Terms and Conditions and is deemed bound by any decisions made by MSM in its sole discretion, including any interpretations of the Terms and Conditions.
9. MSM including its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees shall not be responsible for any loss of Registration Forms for any reason whatsoever including, due to any technical problems for Registration forms received after the deadline as a consequence of computer service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced Registration Forms. The Registration Forms are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions.
10. If on account of any unforeseen reasons including reasons of force majeure, MSM is unable to conduct the Event, MSM will make best efforts to re-schedule the Event on a future date. However if the Event cannot be postponed by MSM due to any reasons whatsoever, the Event will stand cancelled without any liability whatsoever towards MSM.

11. The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), all Entries, are owned by MSM. Content on the Website is provided to Participant AS IS for Participant's information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Participant agrees not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of user submissions of third parties obtained through the Website for any purposes whatsoever. Participant agrees not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.
12. Participants may be required to sign an "indemnity and release of claims" form provided by MSM, as the case may be, which shall release MSM of all liability. Failure to complete and sign any documents requested by MSM may result in disqualification of Participants. All decisions of MSM are final in this regard.
13. To participate in the Event, the Participant and his/her Family must have valid proof of identity, age and address or any other document as may be required by MSM at its sole discretion.
14. In case Participant is found to be in violation of any and all rules of the Event, MSM reserves the right to initiate legal proceedings against such person(s).
15. MSM has the right to amend (add, delete or modify) the Terms and Conditions/Registration Form governing the Event, prospectively or retrospectively, at its discretion and without prior notice. By participating in the Event, Participant agrees to such amended terms.
16. MSM reserves the right to disqualify any Participant if it has reasonable grounds to believe that the Participant has breached any of these Terms and Conditions.
17. MSM is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Event 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.
18. Under no circumstance, unless due to wilful misconduct or gross negligence, shall MSM 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. The Participant specifically agrees not to file in person/through any family member and/or any third party any Registrations, criminal and/or civil proceedings in any courts or forum in India against MSM their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Event.

19. By entering into the Event, Participants waive all copyrights including but not limited to Intellectual Property Rights (IPR) and moral rights, rights of publicity and any related rights and consents to MSM's right to picture, tape or portray him/her as a Participant, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Participants also consent to MSM's right to use his/her name, voice or picture, or the content of his/her Event Entry (collectively, the "Publicity Rights"). MSM can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with MSM. MSM shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the Event for any purpose.
20. MSM does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Entry of a Participant at any stage of the Event.
21. Under no circumstances shall MSM including the Channel 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 MSM has been advised of the possibility of such damages.
22. Non-conformance by any Participant of the Event will result in immediate disqualification of the Participant from participation.
23. MSM reserves the right to withdraw or discontinue and/or terminate the Event at any stage without prior notice and without any liability whatsoever to the Participants.
24. The decisions of MSM and its representatives shall be final and binding on all aspects of the Event.
25. Your participation in the Event will be deemed as an acceptance of the above stated Terms and Conditions and Terms of Use of the Website.
26. MSM shall not be responsible for any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive Registration Forms owing to transmission failures or due to any technical reasons.
27. MSM has entered into an arrangement with its event management agency viz. "All That Jazz" for conducting and managing the Event. The Participant's by providing the aforesaid sensitive personal information hereby agree that MSM and All That Jazz shall have the right to share the information so collected with such other third party as MSM / All That Jazz are required for the purpose of the Event and hereby agree that they shall not file any claim against MSM/ All That Jazz for sharing for such personal information. However, by registering on the Website, you agree to allow/authorize us to use your Personal Information and agree to be bound by the http://www.sabtv.com/en_in/privacy-policy available on this Website.
28. Participants further agree and acknowledge that by participating in the Event through missed call or by accepting the physical copy of invite or through any other mode agree to receive such SMS/calls from MSM/ Agency in relation to the registration process/information of the Event. Maximum one (1) attempt will be made to contact the Participant on his valid cell phone number. In the event MSM is unable to

contact the Participants (due to the number being busy, switched off, unavailable, call not answered, etc.), the Participants will be disqualified

29. The information provided by the Participants (along with information of such Participant's family members) may be used by MSM for internal purposes and to send in the future to the Participants promotional information pertaining to the MSM network. Providing information to us is your choice. The Participant by providing the aforesaid sensitive personal information hereby agrees that MSM shall have the right to share the information so collected with such other third party as MSM is required for the purpose of the Event and hereby agree that they shall not file any claim against MSM for sharing for such personal information. By participating in the Event and by providing the aforesaid personal information Participant hereby consents for himself/herself and also consents on behalf of his/her family members to receiving information about various marketing promotional activities/events of MSM including but not limited to receiving information/being contacted by the research team of MSM.
30. In exercise of the powers conferred by clause (ob) of sub-section (2) of section 87 read with section 43A of the Information Technology Act, 2000 (21 of 2000), the Central Government has framed the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011("Privacy Rules") which makes it mandatory for any concern to deal with any personal information including sensitive personal information as per the said Privacy Rules. In course of providing the aforesaid Entries in the Event, MSM shall treat the information and pictures as sensitive and confidential and as per the aforementioned Privacy Rules such information has to be now dealt with as per the provisions specified in the said Rules
31. MSM shall deal with any Data/information including sensitive personal information, if any, that it receives from MSM or otherwise collects, holds, uses and processes in the following manner: a). Company may also disclose Data/information including sensitive personal information, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from MSM. b).The level of data protection using technical, managerial, operational and physical security control measures by MSM shall be such as to be in compliance with all applicable laws including but not limited to Information Technology Act, 2000 and Privacy Rules. c).The term 'Data/information' including sensitive personal information, if any, shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver's license number, permanent account number (PAN), or other details pertaining to the identity of the Participants.
32. The Event shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Event are subject to the jurisdiction of the Courts at Mumbai only.

SAB FAMILY FUNATHON

Important information for applicants

- Form will be registered in the surname of any one family member (provided such member is 18 years of age and above)
- Each team can be of minimum 2 members or maximum of 6 members.
- Once your entry is confirmed, you can collect the running bib from the race venue on the race date at 7am.

PARTICIPATION UNSAFE UNDER FOLLOWING HEALTH CONDITIONS

Please review the following questions before submitting your application form.

- Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
- Do you feel pain in your chest when you do physical activity?
- In the past month, have you had chest pain when you were not doing physical activity?
- Do you lose your balance because of dizziness or do you ever lose consciousness?
- Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- Is your doctor currently prescribing drugs for your blood pressure or heart condition?
- Are you pregnant?
- Do you have insulin dependent diabetes?
- Do you know of any other reason why you should not do physical activity?

*If answer to any of the questions above is YES, then please consult your physician before applying for registration.
Irrespective of whatever may be your age, we sincerely advise you to obtain a medical clearance from a registered
medical practitioner/doctor before applying for the 3 km Family Fun Run.*

It is unfair to you and your family to risk serious illness and become a medical emergency on race day.

By checking the Waiver form on our website, you agree that the answers to all the questions mentioned above is No.

Waiver

I/ on behalf of my Family members (who join me for the Funathon), confirm and agree as follows that I/my family members/my ward

- (i) the information given by me/my family members/ my ward for this Event is true and complete and the members of the family are solely responsible for the accuracy of this information; Further I will be solely responsible on behalf of the Family shall be responsible for ensuring that all my family members abide by and are bound by these Terms and Conditions.
- (ii) I/my family/my ward have fully understood the risk and responsibility of participating in the t Event and will be participating entirely at our risk and responsibility;
- (iii) I/my family/my ward understand the risk of participating on a course with vehicular traffic, even if the course may be regulated/ policed;
- (iv) I/my family/my ward understand that we must be of, an appropriate level of fitness to participate in such a physically demanding event and we have obtained a medical clearance from a registered medical practitioner, allowing the listed members to participate in the event/s;
- (v) I/my family/my ward and our legal representatives, waive all claims of whatsoever nature against MSM and any and all sponsors of the **SAB FAMILY FUNATHON**, all political entities, authorities and officials, all contractors and construction firms working on or near the course, all persons, officials and volunteers and all other persons and entities associated with the event and the directors, employees, agents and representatives of all or any of the aforementioned including, but not limited to, any claims that might result from we and my family members/my ward participating in the Event and whether on account of illness, injury, death or otherwise;
- (vi) I/my family/my ward agree that if any of me or my family members or my ward listed as a team is injured or taken ill or otherwise suffer/s any detriment whatsoever, I hereby irrevocably authorize the event officials and organizers to, at our risk and cost, transport me/my family and my ward to a medical facility and/or to administer emergency medical treatment and I/my family and my ward waive/s all claims that might result from such transport and/or treatment or delay or deficiency therein. I shall pay or reimburse to you my/my family and my ward's medical and emergency expenses and I/my family and my ward hereby authorize/s you to incur the same;
- (vii) I/my family/my ward shall provide to Event officials such medical data relating to me/ my family members listed above/ my ward as they may request. I agree that nothing herein shall oblige the event officials or organizers or any other person to incur any expense or to provide any transport or treatment;
- (viii) in case of any illness or injury caused to me/my family or my ward or death suffered by me or my family members or my ward due to any force majeure event including but not limited to fire, riots or other civil disturbances, earthquakes, storms, typhoons or any terrorist act, none of the sponsors of the event or any political entity or authorities and officials or any contractor or construction firms working on or near the course, or any persons, officials or volunteers or any persons or entities associated with the event or the directors, employees, agents or representatives of all or any of the aforementioned shall be held liable by me/my family members/my ward or my/my ward's representatives;

(ix) I/my family/my ward understand, agree and irrevocably permit MSM and Soho Square to share the information given by me/my family/ my ward in this Application Form, at its own discretion;

(ix) I/my family/my ward understand, agree and irrevocably permit MSM and Soho Square (Event Management Agency) to use my/my family's/my ward's photograph/s which may be photographed on the Event Day, for various purposes, at its own discretion;

(x) I/my family/my ward shall not hold the organizers and all/any of the event sponsors responsible for loss of my/their/my ward's Registration Form;

(xi) I/my family/my ward understand and agree to the Event terms and guidelines;

(xii) By participating in the Event I/my family and my ward agree to be bound by the terms and conditions of the Event posted on www.sabtv.com and certify that we do not suffer from any health conditions listed above.