

Terms and Conditions for MAIN BHI BAALVEER contest.

The contest titled “**MAIN BHI BAALVEER**” (hereinafter referred to as “**Contest**”) is hosted 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 Contest shall be hosted on the website http://www.sabtv.com/_____

The viewers interested in participating in the Contest need to submit their entries describing any true life act or incident of bravery and/or compassion of their child (“**Deed**”) during the Contest Period and in accordance with the Terms and conditions (“**Entri(es)**”). The child should be in the age group- 5 to 17 years of age.

About the Contest and Online Registration:

1. Participants interested in participating in the Contest can directly access the website www.sabtv.com (“**Website**”).
2. The Contest will commence from [REDACTED] at __:___ hours. Date of expiry of the Contest will be posted on the Website. In the event of any discrepancy as to the date and/or time of receipt of an Entry (defined hereunder), MSM shall have the final decision in resolving such discrepancy.
3. Participants need to submit/upload their entries by writing a brief write up describing the “**Deed**” (“**Entry(ies)**”) and submitting/uploading the Entry in any **ONE** of the following two methods of participation:
 - (a) **Online-** A brief write up (maximum 400 lines passage) describing the “**Deed**” and uploading it on the Website. In order to complete the registration, the Participants need to visit the Website and fill in the registration form, following which Participant will be guided to a page where he/she shall needs to fill in personal information in the form of a) Name, b) Email ID, c) Mobile Number d) Landline Number e) City f) State g)Date of birth h) Gender i) Relation to the child collectively hereinafter referred to as “**Personal Information**”
 - (b) **By Post-** A brief write up (maximum 400 lines passage) describing the “**Deed**” and sending to the following postal address:
SAB TV
(Main Bhi Baalveer)
Multi Screen Media Pvt. Ltd.,Interface Building no. 7, 3rd Flr.Off Malad Link Rd.Malad (West),Mumbai – 400 064India
The write up should also include personal information in the form of a) Name, b) Email ID, c) Mobile Number d) Landline Number e) City f) State g)Date of birth h) Gender i) Relation to the child collectively hereinafter referred to as “Personal Information
4. Participants to ensure that the Deed is well described and should also contain email address and contact numbers of minimum two (2)reference checks who shall be individuals who can verify the authenticity/veracity of the Deed. By submitting their

Entry in the manner provided herein, Participant(s) permit MSM to contact the individuals mentioned as reference checks on the email address/contact numbers stated in their respective Entry. In case of any violations or any damages arising out of MSM contacting such reference checks mentioned by the Participant in his/her Entry, the onus, responsibility and consequences thereof shall be on the Participant. Participant will indemnify and defend MSM against any claim or damages resulting from MSM contacting such individuals mentioned as reference checks in Participant's Entry.

5. The Personal Information provided by the Participant/s 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 Personal Information to us is your choice. The primary purpose for the collection of Personal Information as stated above is for the purpose of enabling Participant to take part in the Contest and to know any other update with respect to the Contest and also to communicate with the Participant in connection with the Contest. However, by registering on the Website, you agree to allow/authorize us to use your Personal Information and agree to be bound by the **Privacy Policy** available on this http://www.sabtv.com/en_in/privacy-policy
6. By submitting your Entry, Participant guarantees that:
 - (i) You are the actual copyright holder of the content in the Entry(ies).
 - (ii) The Participant is the parent and/or legal guardian of the child on whose behalf the Entry has been submitted and is not barred from submitting such Entry for the Contest under any law or order of any competent court/authority etc.
 - (iii) Any person pictured/featured in your Entry agrees with your submission of the same.
 - (iv) Any third-party copyright or other rights holder in your content agrees with your submission.
 - (v) Your content does not and will not infringe the rights of any third party, including but not limited to, privacy rights, copyrights, trademark rights and/or any other intellectual property rights.
 - (vi) In case of any copyright violations or any damages arising out of the Entry submitted by you as part of the Contest, the onus, responsibility and consequences thereof shall be on the Participant. Participant will indemnify and defend MSM against any claim or damages resulting from failure to comply with these guarantees.
 - (vii) Any Entry found to be copied, modified or otherwise treated with 'wrongful intent', photographs of artwork, heavily photo shopped photos, and photographs with nudity or otherwise illegal or offensive references, photographs representing any form of violence (both on human beings and animals), abuse or sexual or political offence are prohibited will be disqualified without further reference and the participants shall be solely liable for any consequences arising there from and shall keep MSM indemnified in this regard.
 - (viii) MSM shall not be responsible in manner to any one including the Participants for the misuse of the Entry uploaded by the Participant or any unauthorized upload of any Entry

- (ix) The participants shall indemnify the MSM, its officials, employees, representatives against any claim, loss, damages and liability arising as a result of infringement of third party intellectual property rights.
- (x) The Entry is not harmful, harassing, blasphemous, defamatory, obscene, pedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever;
- (xi) does not harm minors in any way;
- (xii) does not violate any law for the time being in force;
- (xiii) does not deceive or mislead about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

7. Participant shall be solely responsible for his/her own Entries and the consequences of uploading/publishing them on the Website and/or sending them via post. In connection with Entries, Participant affirm, represent, and/or warrant that: (i) Participant owns or has the necessary licenses, rights, consents, and permissions to use and authorize MSM to use all copyright, patent, trademark, trade secret, or other proprietary rights in and to any and all Entries to enable inclusion and use of the Entries in the manner contemplated by the Website and these Terms and Conditions; and (ii) Participant has the written consent, release, and/or permission of each and every identifiable individual person, if any, in the Entries to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Entries in the manner contemplated by the Website and these Terms and Conditions. For the sake of clarity, by submitting the Entries to the Website, Participant hereby assigns all intellectual property rights in the Entries to the Company to use, reproduce, distribute, prepare derivative works of, display, and perform the Entries in connection with the Website, and MSM's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels, worldwide and in perpetuity. Participant agrees that irrespective of whether Participant gets selected as the Winner or not, the Entries 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.

8. In connection with Entries, Participant further agrees and undertakes that Participant shall not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless Participant is the owner of such rights or has permission from their rightful owner to post the material and to grant MSM all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage MSM or any third party; (iii) submit material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or offends any religions or communities, or encourages superstition or blind belief or is likely to incite violence or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law and regulations or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. MSM does not endorse any Entry or any opinion, recommendation, or advice expressed therein, and MSM expressly disclaims any and all liability in connection with the Entry. MSM

does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and MSM will remove all Content and Entries if properly notified that such Content or Entries infringes on another's intellectual property rights. MSM has the unfettered right to remove Content and Entries without prior notice. MSM will also terminate Participant's access to its Website, if they are determined to be an infringer without prior notice and at its sole discretion. MSM also reserves the right to decide whether Content or an Entry is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length

9. MSM may now or in the future permit the submission of the Entry(ies) submitted by Participant as a part of Entry, and the hosting, sharing, and/or publishing of such Entry. Participant understands that whether or not such Entry(ies) are published, MSM does not guarantee any confidentiality with respect to any submissions
10. Once uploaded on the Website and/or sent by post, Participants are not allowed to request for removal, editing or altering the Entry in any manner whatsoever.

11. PRIZES:

(a) MSM shall conduct background reference checks to verify the authenticity of the Deed stated in the Entries submitted and shall at its sole discretion select Participants to be featured and felicitated on the series "Baalveer" ("**Grand Prize**") Decision of MSM in this regard is final and cannot be challenged. MSM may also issue medals/certificates to the winners of the Grand Prize at their sole discretion. MSM shall at its sole discretion select such number of winners per week/per month eligible for the Grand Prize at its sole discretion The winners eligible to win Grand Prize shall be contacted by MSM through the email id and mobile phone provided by Winner at the time of submitting his/her respective Entry (ies).

(b) MSM shall also select certain number of participants at its sole discretion who shall be couriered "Baalveer Bands" ("**Prize**") at the address mentioned in their respective Entries.

(c) To claim the Prize and Grand Prize the winner must have valid proof of identity , age , relation to the child and address or any other document as may be requested by MSM at its sole discretion

(d) The winners eligible to win the Prize and Grand Prize shall be contacted by MSM through the email id and mobile phone provided by Winner at the time of registration on the Website. The Prize and Grand Prize will be awarded to the Winner pursuant to verification of Winner (by presenting relevant photo identify proof and other valid documents) and in accordance with these Terms and Conditions.

GENERAL TERMS AND CONDITIONS GOVERNING THE CONTEST:

- 1.** Employees, agents and promoters (including their immediate family members) of MSM and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
- 2.** Participants must be above the age of 18 years and should be an Indian citizen, residing in India only. Citizens and/or residents of countries other than India are not eligible to participate in the Contest.
- 3.** The Contest's Terms and Conditions shall be mentioned on the Website. Participant agrees that by participating in the Contest, the Participant shall be bound by the terms and conditions provided at the Website.
- 4.** For the Contest, each Participant must submit their complete Entry in order to qualify as an entrant in the Contest.
- 5.** Participants should ensure the accuracy of the information provided by them at the time of entering the Contest.
- 6.** MSM does not endorse/support/confirm any of the views and or Deeds stated in the Participant(s) Entries and Participant (s) shall be solely responsible for the same without any liability to MSM.
- 7.** MSM shall make a maximum of 2 (two) attempts, each attempt being within 1 (one) hour of each other, to contact the Winner via the email id or telephone number provided by the Participants at the time of registration. MSM shall not be held liable despite MSM's best efforts, in the event the provided mobile number is unreachable due to the following reasons including but not limited to: 1) Email ID or phone number provided by the Participant is incorrect. 2) Email ID belongs to a person other than the Participant 3) Mobile number answered but individual answering refuses to acknowledge MSM, the Contest and/or any relation thereto. 4) Any other reason the Email ID cannot be contacted.
- 8.** The Prize, shall be sent by post and/or courier to the Winners as per the address specified by them at the time of registering for the Contest. MSM shall not be responsible if any Prize is damaged in the course of delivery through post and/or courier. The risk and title in the Prize vests in the winner upon MSM's dispatch of the Prize.
- 9.** Participant shall not post any profanity or abusive comments on the respective Website Contest 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.

- 10.** Participant agrees that no clarifications on the questions and the answers used in the Contest shall be entertained by MSM.
- 11.** By participating in the Contest, 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.
- 12.** A Participant can win only once in this Contest. Any subsequent wins (if declared) will be automatically void. Further, a Participant will be permitted to send an Entry only once during the Contest.
- 13.** MSM including its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees shall not be responsible for any loss of Entries for any reason whatsoever including, due to any technical problems for Entries received after the deadline as a consequence of computer service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced Entries. The Entries 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.
- 14.** MSM reserves its right to select and declare or not to declare the winner/s in the event no Participant has submitted correct answers as per MSM's discretion. Decision of MSM in this regard is final and no correspondence in this regard will be entertained.
- 15.** 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.
- 16.** While accepting the Prize and Grand Prize, the winner(s) 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 and selection of an alternate winner(s). All decisions of MSM are final in this regard.
- 17.** Mere participation/submitting Entries in the Contest does not entitle the Participant to win the Prize/Grand Prize.
- 18.** MSM may refuse to give the Prize/Grand Prize to Participant in the event of his/her fraud, dishonesty or non-entitlement to participate in the Contest under these Terms and Conditions.

19. The Prize/Grand Prize is not transferable, assignable or exchangeable for cash equivalent. Only the winner and no other person or agent, may claim the Prize/Grand Prize.
20. In case the winner is found to be in violation of any and all rules of the Contest, MSM reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned winner(s) to refund/return the Prize won.
21. 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 Contest 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
22. MSM shall not be liable for any defect in the Prize and makes no representation and/or warranty regarding the Prize and hereby expressly disclaims all other warranties, express or implied including but not limited to implied warranty or merchantability or fitness of the Prize for a particular purpose.
23. MSM has the right to substitute the Prize/Grand Prize with other prizes of equal value, as determined by MSM in its sole discretion.
24. MSM has the right to amend (add, delete or modify) the Terms and Condition governing the Contest, prospectively or retrospectively, at its discretion and without prior notice. By participating in the Contest, Participant agrees to such amended terms.
25. 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.
26. 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.
27. 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 applications, 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 Contest.
28. By entering into the Contest, the Winner/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 use the pictures/audio/video file/write up uploaded by the Participant(s) for the Contest , picture, tape or portray him/her as a Contest Winner, 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 prize Winner (including Winner's Family) also consent to MSM's right to use his/her name, voice or picture, or the content of his/her Contest 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 Contest for any purpose.

- 29.** 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 Contest.
- 30.** 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.
- 31.** Non-conformance by any Participant and /or Prize Winner of the Contest will result in immediate disqualification of the Participant from participation or winning the Prize as the case maybe.
- 32.** MSM reserves the right to withdraw or discontinue and/or terminate the Contest at any stage without prior notice and without any liability whatsoever to the Participants.
- 33.** The decisions of MSM and its representatives shall be final and binding on all aspects of the Contest.
- 34.** Your participation in the Contest will be deemed as an acceptance of the above stated Terms and Conditions and Terms of Use of the Website.
- 35.** All taxes, levies and duties due and owing under applicable and statutory laws in connection with the Prize/Grand Prize, if any, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize Winner.
- 36.** 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 Entries owing to transmission failures or due to any technical reasons.
- 37.** The Participant's by providing the aforesaid sensitive personal information hereby agree that MSM shall have the right to share the information so collected with such other third party and MSM as required for the purpose of the Contest and hereby agreed that they shall not file any claim against MSM for sharing for such personal information. Please refer to Privacy Policy that governs the use of your personal information.
- 38.** 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

Contest, 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

- 39.** 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.
- 40.** Participants confirm that the pictures/audio file/video file/write up uploaded by them or any part thereof do not infringe upon the statutory rights, common law rights, intellectual property rights including copyrights in literary, dramatic, musical or motion picture rights, patent rights or the trademark or trade names of any person, firm, corporation, association or entity whatsoever. Neither the pictures/audio file/video file/write up nor any part thereof violate the statutory rights of, or the right of privacy, or constitute a libel or slander against any person, firm, corporation, association or entity whatsoever, or violate any other rights not herein specifically enumerated. No pictures/audio file/video file/write up or any part thereof shall be defamatory or contribute contempt of court or breach of contract, or breach of any provision of statute, nor hurt the sentiments of religious groups. In the event of any infringement and/or any unlawful usage of any information including pictures provided by the Participants, MSM shall not be held liable on any account whatsoever.
- 41.** The Contest is void where prohibited by law. All relevant national and local laws apply.
- 42.** 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.