

TERMS AND CONDITIONS

Denver Hamilton Splitsvilla Contest (“Contest”)

1. This Contest is organized by Viacom18 Media Private Limited ("Organizers") in association with Vanesa Care Pvt. Ltd (“Sponsor”) and is open to all (“Participants”) for participation:
 - a) citizens of India;
 - b) who are above 18 (Eighteen) years of age;
 - c) are viewers of the channel “MTV” (“Channel”) and
 - d) are mobile subscribers of Airtel, Vodafone, Aircel, Idea, BSNL, MTNL Mumbai, Reliance, Loop and Tata (“Service Providers”).
2. To participate in the Contest, a Participant needs to answer 1 (one) question with multiple options that shall be provided on the Channel or any other platform as may be determined by the Organizer during the Contest Period (as defined hereinafter) through modes of participations as provided below.
3. **Modes of Participation:** The Participant can answer the questions in one of the following methods:
 - i. Via SMS, by sending an SMS ‘DH’ <space> Option A or Option B or Option C <space> Your Name to 56882 through their respective mobile Service Providers.
4. **Contest Period:** The contest shall commence from 4th July, 2015 at 7 pm and shall conclude on 13th August 2015 at 11 pm or on such date and time as decided by the Organizer (“**Contest Period**”). Any entries received after the Contest Period shall not be entertained and shall be considered ineligible for the Contest. The Winner shall be announced on 30th September 2015 or such other date as decided by the Organizer. In the event the Winner does not collect or claim the Prize within 2 (two) days of such notification, the Organizers shall have the right to select another winner in his or her place.
5. **Selection of Winners:** After the end of the Contest Period, the Organizer shall select 30 (3 per week) Participants who have answered correctly on first come basis as the winners of the Contest (“**Winners**”) and such Winners shall be eligible for gratification as detailed below.
6. **Prize Gratification Details:**
 - a. The Winners declared by the Organizers would be entitled to win the prizes sponsored and given by Sponsor, as below:

| Prizes | Per unit approximate cost of prize element (in INR) | Total Winners eligible to win respective prize element |
|------------------------------------|--|---|
| Gift Hampers from Sponsor (Denver) | INR 1050/- | 30 |
| Total Prize | | 30 |

- b. The contents of the gift hamper shall be as determined at discretion of the Organiser and Sponsor.
 - c. Organizer takes no responsibility, liability or any other expenses for the Winners.
 - d. The Winners understand that the each Winner shall be entitled for only one prize.
7. The charges applicable for use of SMS shall be premium rates (maximum of Rs.3/-) as charged by respective Service Provider. SMSes originating from a particular number shall be deemed to be from the owner of the number. All other incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant. The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of the SMS usage charged by the Service Provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the Service Provider without involving Organizers.
8. All other incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant. The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of the internet usage charged by the Service Provider or

otherwise. Any dispute in connection to the same shall be settled between the Participant and the Service Provider without involving Organizers.

9. For the purpose of clarification and avoidance of doubt, the Prize does not include any personal expenses of the Winner and their guardians and the Winner shall be responsible for any additional expenses/incidental expenses required to be incurred to avail the Prize and/or incurred otherwise.
10. The Winner hereby represents and warrants that he/she will comply with all the Rules associated with the Contest including but not limited to the Terms & Conditions mentioned herein and associated with the Prize, and that the Winner shall personally be liable for any breach thereto.
11. In the event of unforeseen circumstances beyond the control of the Organizer, and the Prize not being made available to the Winner, or the meeting being cancelled, the Winner shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest the Winner waives his/her right to make any such claims against the Organizer.
12. The Participants acknowledge that they do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Contest.
13. The Winner acknowledges that the Organizer shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to him/her, either before, during or after the collection of the Prize; or while traveling to the place of meet or return; and will not be attributed to the Organizer and the Organizer shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
14. The Prize shall not be transferable, negotiable and/or redeemable for cash. No request shall be entertained by the Organizer in this behalf. Only the Winner and no other person can claim the Prize for or on behalf of the Winner.
15. The Participants/Winner(s) acknowledge that the Organizer shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Winner(s) in participating in the Contest, and the Winner(s) shall be absolutely responsible and solely liable for the same. Prize not honored as required or otherwise not claimed within twenty four (24) hours after notification or otherwise if the Winner is not available on date, time and venue as indicated by the Organizers, the Prize will be forfeited and awarded to an alternate winner unless otherwise stated. No request shall be entertained by the Organizers in this behalf and Organizers decision shall be final.
16. The Participants shall not be entitled to win the Prize simply by the reason of participating in the Contest or answering correct answer. Further, the Winners so selected shall be entitled to win the Prize as set out hereinabove. The selection process may be revised and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection. In the event there is a tie between two participants as final winner, then the same shall be resolved through a random draw.
17. The Participants hereby agree and undertake that mere announcement/declaration of being announced as Winner(s) shall not entitle them to the Gratification. Only upon complying with all Rules mentioned herein, to the satisfaction of the Organizer, shall the winning be validated.
18. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize/s, shall be payable by the Organizer of the respective prize/s.
19. The Organizers shall not be responsible for the quality or deficiency etc. of the Prize/s and no claim or request, whatsoever, in this respect shall be entertained by the Organizers.
20. Employees of the Organizers and/or their associate and affiliate companies/ concerns and/ or Sponsors will not be qualified for winning any Prize/s in the Contest.
21. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Contest and / or the Prize for the Contest and/ or the duration/ timing of the Contest, at any time at their own discretion and without any prior notice and without assigning any reason.
22. The Winners shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/s from any party whatsoever.
23. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizers.

24. The Participant acknowledge that he/she will not hold the Organizers and/ or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
25. The Organizer shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads; or for lost, misdirected or misplaced entries, or for entries received after the Contest Period; or for prizes not reaching the Winner(s) due to any reasons; or for any reasons beyond the control of the Organizer.
26. The Organizer is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Viewer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
27. Under no circumstance, unless due to willful misconduct or gross negligence, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
28. The Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the prize distribution in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants further knowledge or consent.
29. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
30. It is the Participants' responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate in order to be able to receive the gratification/ notification in time.
31. In order to avail the Prize the Winners must collect the same from the office of the Organizers upon presentation of appropriate and credible ID proof and sign a release form as may be required by the Organizers. In the event the Winner does not present a credible ID, the Winner shall no longer be entitled to the Prize and the Organizers may select another winner. The Organizers may in their sole discretion courier the Prize to the Winners if they so deem fit on the cost and expense of the Winners.
32. Participation herein is optional and Participation in this Contest implies acceptance and compliance of all the Terms & Conditions of the Contest. Acceptance of the Prize/s by the winner constitutes permission for Organizers, and its affiliates to shoot videos, click photographs of the Winner/s and use the Winner's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
33. In case of any dispute or difference in respect of this Contest, the decision of the Organizers shall be final and binding on all concerned.
34. The Contest shall be subject to jurisdiction of competent court/s at Mumbai alone.
35. The decision of the Organizers in connection with the Contest will be final & binding and is non-contestable.

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