

RULES & REGULATIONS for Indian Idol Junior Season 2 Voting

The "Indian Idol Voting" will be hosted on www.SonyLIV.com with respect to the program "Indian Idol Junior Season 2" ("Show"), telecast on Sony Entertainment Television channel ("Channel") for conducting voting for participants ("Contestants") of the Show who have been selected for Gala Round and Final Round of the Show by such viewer(s) ("Voter(s)") who wish to participate in the voting through SMS / website / App voting.

1. **Eligibility:** Indian residents who have attained age of 18 years and above as on July 04, 2015 are only eligible for the purpose of voting for the Show, The employees of Multi Screen Media Private Limited ("Company") and the producer Fremantle India Television Productions Private Limited ("the Producer") and affiliates, subsidiaries, assignees, representatives and the immediate families of the Company and the Producer as well as the subsidiaries that are sponsoring and/or promoting the Show are not eligible or allowed for voting for the Show.
2. **Medium for voting:**

The Indian Idol Voting will be conducted through the following mediums only:

a. **Short Messaging Service (SMS):**

- (i) By sending SMS to shortcode 5252525, available on Aircel, Airtel, IDEA, MTNL-Delhi, MTNL-Mumbai, Reliance, Tata Docomo, Tata Indicom, Virgin Mobile & Vodafone in select circles. You are advised to check rates/charges with your telecom operators. Rates are subject to change due to recent TRAI regulations. Please check rates with your telecom operator Channel / Company reserves the rights to add/ delete/ modify the modes of voting participation and also the operators/partners who support these platforms. Voter should check with their respective telecom operators for the availability of this service and applicable charges. Anyone having a mobile number issued by an Indian mobile operator within India can only vote using the Short Messaging Service.
- (ii) The Voter has to send an SMS with the assigned keyword followed by the Contestant's code to 5252525 to place his/her vote.

For Gala rounds: The below contestants have been assigned the following codes

<u>Name</u>	<u>Code</u>
Subhankar sarkar	SUB
Ranita Banerjee	RAN
Yumna Ajin	YUM
Niharika Nath	NIH

Ajay Bhirjwasi	AJA
Vaishnav Girish	VAI
Ananya Sritam Nanda	ANA
Nahid Afrin	NAH
Vidhi Jaswal	VID
Srilakshmi Belmannu	SRI
Moti Khan	MOT
Nithyashree Venkataramanan	NIT
Surendra Singh Panwar	SUR

E.g.: To vote for Subhankar sarkar, who is assigned the voting code SUB, Voter's need to send the following SMS: **IDOL<space> SUB** to 5252525.

All voting entries via SMS shall have to be sent in the above format only. Any voting entry received in a format other than the above mentioned format shall not be considered as valid and as such, shall not be included in the tabulation of votes received. If the keyword sent by any of the Voter(s) is incorrect/ incomplete/ invalid, then the same shall not be considered/ counted as a valid vote; however it is hereby clarified that even an invalid vote shall be chargeable.

- (iii) The cost of the SMS is decided at the sole discretion of the respective cellular operators and may vary across cellular operators but shall not be more than INR 5. Voter(s) is required to check with his or her respective cellular/mobile operator for details regarding the same. The cost of SMS and all other incidental costs, if any, that may arise from Voting for a Contestant will be borne by the Voter(s) and the Company shall not be liable to bear the same in any event in any manner. Rules & regulations will be available on the website www.sonyliv.com. The Company shall not entertain any issue pertaining to the cost of the SMS which shall be strictly a matter to be resolved by the Voter(s) with the cellular/mobile service provider.

b. Online voting at the website www.sonyliv.com :

Voter can also vote on the website www.sonyliv.com as per the instructions stated therein. Voter can submit his or her vote through using their existing Facebook or Google plus login-IDs or by registering through their email address on www.sonyliv.com. Voter will be allowed to submit multiple votes per Contestant, subject to capping norms as mentioned below. Rules & regulations will be available on the website www.sonyliv.com.

c. Voting through Sony LIV app:

Voters can also vote through Sony Liv App. The Sony Liv App needs to be downloaded from the App store for IOS and Google play for Android. The voter is required to open the App to cast his/her vote for a Participant. A link to rules & regulations will be available in this App. After the viewer submits his / her vote a confirmation message will be displayed on the screen. Voter will be allowed to

submit multiple votes per Contestant, subject to capping norms as mentioned below.

3. Timelines:

For Gala round and Final Round

- a. The Voting will start from July 4, 2015 till August 30, 2015 (“Term of Gala round”). The timings for voting during the Gala round episodes shall start from 8.30 p.m. IST till 6:59:59 a.m. IST the next day as listed in the table below.
- b. Each unique Gala episode will be telecasted on Friday
- c. The results of each Gala round episode will be announced on the following day of Gala round episode. In case of any changes in the above timelines and/or telecast schedule, the same will be shown on the Channel.
- d. The voting for the Show will take place every week as per the following timelines:

Gala	Voting Episode Number	Lines Open		Lines Close	
		Date	Time	Date	Time
Gala	1	04-Jul-15	8:30:00 PM	05-Jul-15	7:59:59 AM
	2	11-Jul-15	8:30:00 PM	12-Jul-15	7:59:59 AM
	3	18-Jul-15	8:30:00 PM	19-Jul-15	7:59:59 AM
	4	25-Jul-15	8:30:00 PM	26-Jul-15	7:59:59 AM
	5	01-Aug-15	8:30:00 PM	02-Aug-15	7:59:59 AM
	6	08-Aug-15	8:30:00 PM	09-Aug-15	7:59:59 AM
	7	15-Aug-15	8:30:00 PM	16-Aug-15	7:59:59 AM
	8	22-Aug-15	8:30:00 PM	23-Aug-15	7:59:59 AM
Finals	9	23-Aug-15	8:30:00 PM	30-Aug-15	6:59:59 AM

- 5. While all efforts will be made to follow the above timelines, however, in the event of circumstances beyond the control of the Producer/Company or for any other reason, these timelines may be altered at the sole discretion of the Company and Voter(s) shall have no claim against the Company in this regard.
- 6. Voter is required to be cautious about the valid timelines for the purpose of voting and the eligible Contestants for which he or she intends to vote. The vote(s) received before or after the defined timelines (given above) will not be counted and shall be considered as invalid. The vote (s) sent for Contestants who have not performed in that particular episode will not be counted and shall be considered invalid. However, all such SMS sent for the purpose of voting beyond the defined timelines as specified above or sent for non-performing Contestants shall be charged at the applicable rates of the respective Telecom Operators.

7. Capping rules: There will be a cap of 50 votes per Contestant Code per week from a unique phone number Google plus ID/ email ID / facebook user ID / Device ID / Device Specific ID that can be used. All votes above this cap from a unique phone number / email ID / Google Plus ID / Facebook user ID / Device ID will not be considered at the time of tabulation. The Company reserves the right to change this cap at its discretion and need not provide any specific intimation to any Voter for the same.

8. **General Terms & Conditions:**

- (a) Total score of the Contestant will be determined basis votes received for the Contestant and judges scores. 50% weightage will be apportioned to both these scores. In case of a tie on the final score, the participant with the lowest judges score will be eliminated.
- (b) The Voter(s) in whose name the mobile number (from which the message is sent) is registered with a network operator shall be construed to have cast the vote(s).
- (c) The Company will not be responsible for any failure, delays / non-availability / downtime of the voting service or any other technical or non-technical issue that prevents the voting or interrupts with the voting service..
- (d) Server time of the Company will be taken as reference for start and close of voting.
- (e) Voter(s) of Indian Idol Season Junior agree(s) that he/she shall hold harmless the Channel/ Company, its directors, employees, officers, affiliates or representatives in connection with Indian Idol Voting.
- (f) Non-conformance to any of these Rules and Regulations and/or other instructions as specified by the Company by any Voter may result in immediate disqualification of his/her vote.
- (g) Any attempt by any Voter(s) to manipulate the aforementioned Voting mechanism by circumventing any technological measures or by using any other dubious means shall result in immediate disqualification of his/her vote and the Company shall have the discretion to initiate such legal proceedings including criminal proceedings as necessary in this regard.
- (h) The Company reserves all rights to make amendments to the existing rules without prior notice.
- (i) The Company and its affiliates, subsidiaries reserve the right to cancel/ postpone/ stop/ terminate / modify Indian Idol Voting or the voting timelines at its sole discretion.
- (j) The Company is not responsible for any errors or omissions. All information provided for the Voting is provided "As is" without warranty of any kind. The Company makes no representations and disclaims all expressed, implied, and statutory warranties of any kind to the Voter and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- (k) The Company shall endeavor to make all reasonably practicable arrangements to minimize telephone system difficulties, ensure uptime of systems, back-up of

data, telephone system and server capacity, and prevent other technical impediments, but can make no guarantee thereof and shall not in any manner be responsible for any technical problem with the internet or the telephone systems and by participating in the present voting, the Voter agrees not to hold the Company liable for any such technical problem or shall have any claim in this regard.

- (l) The Company is in no manner responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma or physical harm caused to any Voter(s) in any manner whatsoever or for any reason whatsoever arising from any issues relating to the Show and Indian Idol Voting.
- (m) The Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Votes.
- (n) Unless due to willful tortuous misconduct or gross negligence, the Company and/or its directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise (and as permitted by law, product liability), to the Voter and/or any third party.
- (o) Under no circumstance shall the Company and /or the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Voter and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Company has been advised of the possibility of such damages.
- (p) All voting will be subject to verification by an independent third party. No automatic, programmed, robotic or similar means of voting are permitted.
- (q) Participants who do not comply with these Terms and Conditions, or who attempt to interfere with the voting process or the operation of the Voting Platforms in any way will be disqualified and their votes may not be counted.
- (r) Company 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. The decision of usability of the votes received till such time will be at the discretion of Company.
- (s) Company, its affiliates, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Web-site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of voting information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Voter's ability to vote, including any injury or damage to Voters or any other person's computer or mobile device relating to or resulting from participating in the voting or downloading any materials. Company and its Organizers are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected votes, which will be disqualified. Organizers shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all votes and the voting process (provided, however, that Voters

- acknowledge and agree that such methodologies are not infallible, and that the Organizers make no guarantee as to their effectiveness).
- (t) While reasonable precautions are being taken, in case of loss of voting data, the Company shall proceed with the Show in the best way possible and no questions regarding the same shall be entertained.
 - (u) The Voting Platforms are controlled and offered by Company from its facilities in India. Company makes no representations that the Voting Platforms are appropriate or available for use in other locations. Those who access or use the Voting Platforms from other jurisdictions do so at their own volition and are responsible for compliance with applicable laws.
 - (v) Viewers / Voters can wish to get in touch with the Company on the following E-mail address idolresponse@setindia.com
 - (w) The Company shall make efforts to respond to the e-mail on a best-effort basis, however shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extent voting timelines for any category.
 - (x) The Voting shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Voting are subject to the jurisdiction of the Courts at Mumbai.
 - (y) Your participation in the Voting will be construed as an acceptance of the above stated Rules & Regulations including the General Rules and also of the Terms of Use and Privacy Policy of the website www.sonyliv.com.
 - (z) Your participation also confirms your acceptance of the Privacy Policy on the above website.
 - (aa) Your participation in the Voting will be construed as an acceptance for providing your contact details on the aforementioned website and your consent to allow the Company to use the contact details for any other use, and or transfer the same to any other third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the present Contest and any other allied activity such as marketing connected to such Contest.

We request all the viewers to read these Terms of Use and the Privacy Policy before casting their vote as per the Rules and Regulations stated above.