RULES & REGULATIONS GOVERNING PARTICIPATION IN KAUN BANEGA CROREPATI- SEASON 10

I. CONTEST DESCRIPTION:

"Kaun Banega Crorepati" is a quiz based game show primarily in Hindi language which is being produced by BIG Synergy Media Limited ("**Producer**") for initial exhibition on Sony Entertainment Television channel ("**Channel**") which channel is owned by Sony Pictures Networks India Pvt. Ltd. and/or its affiliates.

II. **DEFINITIONS**:

- 1. **"Auditions":** means the ground Auditions held at various cities on certain dates as informed to the selected Contestant(s).
- 2. "Auditionee(s)": The Registrant(s) who is selected for participation in the Auditions
- 3. "Back-up Participant(s)": The Auditionee(s) selected to participate in the Fastest Finger First round of the Competition, only in case any selected Participant(s) does not appear for the shoot at the Studio, for any reason.
- 4. "Company/SPN": Sony Pictures Networks India Pvt. Ltd and/or its affiliates, the organizers of the Competition.
- 5. "Competition": General knowledge quiz titled "Kaun Banega Crorepati-Season 10 "KBC").
- 6. "Contestant(s): The Registrant(s), Auditionee(s), Participant(s), Back-up Participant(s), Hot Seat Contestant(s) all collectively referred to as "Contestant(s)". Any Contestant who has made it once to the Hot Seat of the current season of the Competition or any of the previous seasons of the Competition, will not be eligible to participate in the current season of the Competition.
- 7. "Celebrity special/s": Any Episode/s of the Show specially recorded with Celebrity Hot Seat Contestant(s).
- 8. "Contributor": Any person other than the Contestant(s), who participates, attends, and/or is present at any of the Auditions, Competition, the Studio, the Program, and/or the Show.
- 9. **"Episode**" An episode of the Program.
- 10. "Fastest-Finger First/FFF" means that part of the Program where a question is asked to the selected Participant(s), who in turn shall answer the same. The first Participant to correctly answer the question shall be entitled to proceed to the Hot Seat as the Hot Seat Contestant.
- 11. "Hot Seat Contestant(s)" means the winning Contestant(s) of the Fastest Finger First round and who occupies the Hot Seat before the host of the Program to participate further in the Competition.

- 12. "Participant(s)" The Auditionee(s) who is selected to participate in the Fastest Finger First round of the Competition.
- 13. "Phone A Friend Candidate(s)": A friend of the Participant who is selected by the Participant as phone a friend lifeline candidate. Phone A Friend Candidate(s) shall be above 18 years of age as on June 06, 2018 and an Indian national residing in India.
- 14. "**Producer**": means the producer of the Program which is Big Synergy Media Ltd.
- 15. "**Program**": The recordings of the Competition in the Studio (including any seasonal *special/s / Celebrity Special* recording).
- 16. "Registrant(s)": Any person(s) who participates in the Competition and who (i) is above eighteen (18) years of age as on June 06, 2018; (ii) is a citizen of India residing in India (iii) is of sound mind and health and (iv) enters the Competition in accordance with the Rules and Regulations stated below. Employees of SPN, of the Producer, of the advertising agency which has been appointed from time to time, and also employees of the sponsors; and members of their immediate family; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi, are ineligible to enter the Competition.
- 17. "Rules and Regulations": These Rules and Regulations governing the Competition, stated herein in entirety, as may be amended from time to time.
- 18. "Seasonal special/s": Any Episode/s of the Show specially recorded to celebrate a specific time of year.
- 19. **"Schedule**": An Episode or a set of Episodes to be recorded and/or recording dates as pre-determined by the Company.
- 20. "Show": Each Episode of the Program (including any Seasonal special/s or Celebrity special/s Episode/s/) that is telecast.
- 21. "SonyLIV App": means the application owned and hosted by the Company where Registrants can register for the Show
- 22. "Studio Part": That part of the Competition, which takes place in the Studio whether or not part of the Show.
- 23. "Studio": means the Studio at "Film City, Goregaon (East), Mumbai" or any other studio as decided by the Company/Producer where the shoot for the Competition / part of the Competition / promos of the Competition takes place.
- 24. "Winner": The Hot Seat Contestant(s) who correctly answers all questions posed by the Host in the Show.

III. PROCEDURE TO PARTICIPATE IN THE COMPETITION:

Level 1

a) First Round Period

One Competition question having four multiple choice answer options will be aired each day during the promotions of the Show beginning from June 06, 2018 to June 15, 2018 for select mobile telephone subscribers (Airtel//BSNL/Idea/Reliance/Vodafone/Jio), excluding any calls made from a public call office (PCO) and users that register using the SonyLIV application available on iOS and Android platforms through the methods stated in point 5 below("First Round Period") i.e. a total of ten (10) unique questions will be asked during the First Round Period. The promotions will be aired inviting all viewers to register for the Competition. The telephone lines and the mobile phone lines, SMS acceptance, and online and mobile app acceptance for each question of the First Round Period and SMS, shall be open for the next twenty four (24) hours i.e. beginning from 8:30:00 PM (IST) to next day 8:29:59 PM (IST) only every day during the First Round Period. Detailed timelines are as below:

Question timelines for First Round Period (where all viewers with BSNL landline telephone and mobile telephone subscribers excluding any calls made from PCO, can participate):

Question	Lines open		Lines close				
	Date	Time	Date	Time			
1	06-Jun-18	20:30:00	07-Jun-18	20:29:59			
2	07-Jun-18	20:30:00	08-Jun-18	20:29:59			
3	08-Jun-18	20:30:00	09-Jun-18	20:29:59			
4	09-Jun-18	20:30:00	10-Jun-18	20:29:59			
5	10-Jun-18	20:30:00	11-Jun-18	20:29:59			
6	11-Jun-18	20:30:00	12-Jun-18	20:29:59			
7	12-Jun-18	20:30:00	13-Jun-18	20:29:59			
8	13-Jun-18	20:30:00	14-Jun-18	20:29:59			
9	14-Jun-18	20:30:00	15-Jun-18	20:29:59			
10	15-Jun-18	20:30:00	16-Jun-18	20:29:59			

- 2. The calls and / or registrations using the SonyLIV application for iOS / Android platforms and/or SMS (together referred to as "Entry") for participating should have been completed on or before closing of the defined timelines in order to be considered as a valid entry ("Valid Entry/ies").
 - 3. The cellular/landline number from which the registration is received or has been input by the Registrant(s) will be used as unique identification number received to identify the Registrant. Valid Entries sent each day shall only be considered for the

- random selection process for that day (a day is defined as a 24 hour period commencing from 8:30:00 PM to 8:29:59 PM the next day for First Round Period.
- 4. Only the first valid entry will be considered for each mobile number registered through each mode of entry for each call for entry question.
- 5. To participate in the Competition, the Registrant has to give the correct answer by choosing the correct option and sending the Entry in the manner prescribed in the grid below and as stated in the promotions of the Show:

Mode of participation	Dial in numbers to be used
IVR	5052525 01-04
SMS	509093
SonyLIV App	As per the flow defined in the Sony Liv app

The SMS rates for participation are as follows: For 509093– Upto Rs 3/- per SMS**

The IVR rates for participation are as follows: For 5052525 - Upto Rs6.99 for a 60 second pulse **

**Rates subject to change in accordance with applicable TRAI regulations. Please check rates with your telecom operators.

Please check with your telecom operator for any other applicable charges. In case any user registers while roaming in a different circle/zone/country, additional Roaming rates may apply. Please contact your telecom operator for the applicable rates.

The shortcode 509093 is available on the following operators: Airtel, BSNL, Idea, Reliance, Jio & Vodafone in select circles

How to answer through SMS?

First Round Period: SMS KBC<Space>A/B/C/D<Space><Age(completed years as on June 17, 2017><Space><Gender (M/F/O) to 509093

For e.g. KBC A 24 M

- a. The following data fields will be stored (1) Number from which SMS is received (2) Message (3) date of receipt (4) time of receipt (5) response sent (valid/invalid)
- b. In case of error in SMS format, the response message will read on the lines of "Invalid format. SMS KBC<Space>A/B/C/D<Space><Age><Space>Gender (M/F/O)> to 509093. TnCs on www.sonyliv.com. Up to Rs. 3/ SMS."

c. The acknowledgement message for entries sent in the prescribed format will read on the lines of as "Thanks for registration. If selected, KBC SONY Team will contact you in 5 days. TnCs on www.sonyliv.com. Up to Rs. 3/ SMS."

If any of the information requested during the IVR is not provided by the Registrant(s) as per the instructions of IVR within four (4) seconds then the instruction will be repeated once again, after which also if the answer is not received for further four (4) seconds then a termination message will be played and the call will end. If answer is not received in the correct format, or is not from amongst the acceptable answer options, the question will be repeated once again; if an invalid response is received a second time, then a call termination message will be played and the call will end. On answering as per the format, the Registrant will be asked to confirm his/her entry or re-enter his /her response. If a Registrant does not confirm the answer entered by him/her the second time, termination message will be played and the call will end.

How to participate using SonyLIV application available on iOS and Android platforms (available on data-enabled handsets, subject to available data networks, for further details, please contact your service provider)

First Round Period:

- 1. Download the SonyLIV application from the application store. Please note, the application download is free of cost, however data charges may apply. For further details please contact your service provider.
- 2. Please enter your email ID and mobile number. Please note that we will be able to get in touch with you only if the mobile number you have input is registered with the service provider in India.
- 3. Please select your age from the options provided. Please note that only those Registrants will be considered for participation in the show who have completed 18 years of age as on June 06, 2018.
- 4. Please choose your gender between Male, Female and Others
- 5. Please select your answer option (A/B/C/D)

6.

LEVEL 2

A total of approximately 17,990 valid correct entries will be selected by the randomizer software from all entries received during the First Round Period

While multiple entries from the same landline / mobile telephone number will be considered by the randomizer software, once a landline / mobile telephone number is chosen, it would not be chosen the second time during any of the rounds.

The Valid Entries will be shortlisted by the randomizer on a daily basis from the Valid Entries received for each day (defined as the period from 8:30:00 PM to 8:29:59 PM the next day.

The shortlisting of Valid Entries by the randomizer will use the pre-defined reservation criteria on reasonable endeavors basis which is as follows:

Zones	Level 1 grid	Ma	ales + Oth	ers	Females				
		15-30	31-50	51+	15-30	31-50	51+		
		20.56%	19.62%	11.15%	18.53%	20.33%	9.81%		
Zone 1	HS Metros - Mumbai, Delhi	3.6%	3.7%	1.6%	3.1%	3.9%	1.8%		
Zone 2	Gujarat, Daman & Diu, Dadra								
	Nagar Haveli	2.7%	2.7%	1.3%	2.2%	2.4%	1.4%		
Zone 3	RoM, Goa	3.4%	3.0%	2.0%	3.1%	3.1%	1.5%		
Zone 4	HSM North - Chandigarh, Himachal Pradesh, Jammu &								
	Kashmir & Rajasthan	2.2%	1.8%	1.5%	1.8%	1.9%	1.2%		
Zone 5	Madhya Pradesh and Chattisgarh	1.9%	1.7%	1.0%	1.7%	1.7%	1.0%		
Zone 6	Uttar Pradesh, Uttarakhan, Bihar & Jharkhand	2.7%	2.4%	1.5%	2.5%	2.5%	1.1%		
Zone 7	West Bengal, Kolkata, Orissa, Assam, Sikkim & North East	3.0%	3.0%	1.6%	2.8%	3.5%	1.1%		
Zone 8	Rest of India	1.1%	1.3%	0.7%	1.2%	1.4%	0.5%		

(*Source: based on BARC, Period: Week 47'2017 - Wk06'2018| Average weekly Impressions 000's for SET | Mon-Sun 0200-2600)

In the event one or more cells of the grid are not capable of being completed by the randomizer software due to inadequate Valid Entries, the balance may be filled at the discretion of the Company. Shortages in the grid on any one day could either be made up from other correct registrations of that day, incorrect registrations of that day, or in subsequent days. This is applicable only for the First Round Period.

A total of approximately 17,990 valid correct entries of the Registrants received from the First Round Period will be called-back by telephone on the number used for registration as per the details available with the Company, during the period commencing from June 06, 2018 to June 16,

Timelines are subject to change based on on-ground conditions, degree of participation, technical issues, force majeure reasons, etc.

Channel and Company are not responsible if the call-back is not successful due to including but not limited to the following reasons:

- a) Line being busy
- b) Congestion on the network
- c) No answer received
- d) Poor call conditions / unclear reception
- e) Number engaged
- f) Call drop
- g) Other reasons that could render a call unsuccessful or terminate it.

The Company shall not be liable in the event the Registrant is not able to participate in the following rounds of selection due to any delay or non receipt of such call back to the Registrant.

The selected Registrants will receive calls from the call centre executives ("CCE") and the selected Registrants must confirm the details required by the call centre executives ("CCE") immediately. The CCE will ask the Registrant to confirm if he/she has sent the entry for participation in the Competition. If the required details are not provided immediately or if they are not able to procure confirmation of the Registrant, then the CCE will call once again from the initial telephone contact, asking for the same details, failure to provide such details shall lead to disqualification of such Registrant from the selection process.

The first person who answers the registered phone number and claims/confirms that he/she is the Registrant, unless expressly stated otherwise, will be considered as the Registrant as per the rules of the Competition. Company will not be responsible to determine the correct Registrant in the event more than one person has participated from a particular number.

Company and/or its authorized agents, affiliates and representatives will use their reasonable efforts to contact the selected Registrants, but will not be responsible or liable in any way whatsoever if the Registrants cannot be reached by telephone within the next thirty minutes after initial contact is made.

The following process will be followed by the CCE once connected with the selected Registrants:

If the receiver of the call confirms immediately to the CCE that he/she is the Registrant, then the Registrant will have to choose between Hindi & English language, after which the CCE's will ask the Registrant to provide his/her Name. The CCEs will confirm his/her availability on the audition dates and the shoot dates. In the event the Registrant is available on the dates mentioned, the CCE will capture the address and other details required to continue with the registration. In the event the Registrant is not available on those dates, the Registrant will not be permitted to continue with the registration process and shall be considered as disqualified from further participation.

The CCE will thereafter inform the Registrant about the transfer to the automated IVR* mode. The IVR will then ask the Registrant to (i) enter his/her age (in completed years); and (ii) enter his/her gender; and (iii) provide information on their education and occupation by choosing the options provided by the IVR. Next the IVR will ask the Registrant to give answer to two 'skill based' questions with multiple choice asked one after another, and give one answer to 'nearest to answer' question** (i.e the answer provided by the Registrant must be closest to the correct answer).

Upon the Registrant answering the above mentioned questions by selection of the options given by IVR to the respective questions and as per the correct format, the Registrant if selected will receive a call within the next few days for further participation.

*For all questions where the Registrant is asked to provide an input by the IVR, if the input is not received within 6 seconds, the IVR repeats the question once. If no answer is received for a second time, the IVR plays the next question. If an invalid option is provided, the IVR gives one more attempt, then moves to the next question. Further, each time the Registrant enters an answer option, he/she is played out his/her choice, and asked to confirm the same.

**The 'nearest to answer' question is an open-ended question (e.g. what is the distance in km between Mumbai and Agra) for which the Registrant is required to enter the answer number, then press the star / hash key.

LEVEL 3 – Individual

On successful completion of Level 1 and Level 2, all selected Registrants will be evaluated and shortlisted by the randomizer on pre-defined reservation criteria, and approximately 2,510 Registrants for First Round Period will be selected to attend the Audition venue as Auditionees,. In the event there are less than the required number of Registrants, the Registrants with less than the required number of correct answers may be selected by the randomizer. In the event of a tie, the answer to the 'nearest to' questions will be used to select the correct entry. In case of a tie in the 'nearest-to' question also, the Company will select the Auditionees on a random basis or any other method that they think is reasonable.

The selection of Registrants to attend the Audition venues as Auditionees by the randomizer will use the pre-defined reservation criteria on reasonable endeavors basis which is as follows:

Zon	Level 1												
es	grid (in	Cat A - 50%					Cat B - 50%						
	percenta	Males +			Females			Males +			Females		
	ges)	Others							Other	S			
		18-	31-	51	18-	31-	51	18-	31-	51	18-	31-	51
		30	50	+	30	50	+	30	50	+	30	50	+

Zon	HS												
e 1	Metros -	1.8	1.9	0.8	1.6	2.0	0.9	1.8	1.9	0.8	1.6	2.0	0.9
	Mumbai,	%	%	%	%	%	%	%	%	%	%	%	%
	Delhi												
Zon	Gujarat,												
e 2	Daman												
	& Diu,	1.3	1.3	0.7	1.1	1.2	0.7	1.3	1.3	0.7	1.1	1.2	0.7
	Dadra	%	%	%	%	%	%	%	%	%	%	%	%
	Nagar												
7	Haveli	1.7	1.5	1.0	1.6	1.6	0.0	1.7	1.5	1.0	1.6	1.6	0.0
Zon	RoM,	1.7	1.5	1.0	1.6	1.6	0.8	1.7	1.5	1.0	1.6	1.6	0.8
e 3 Zon	Goa HSM	%	%	%	%	%	%	%	%	%	%	%	%
e 4	North -												
64	Chandig												
	arh,												
	Himacha												
	1		0.0	o =	0.0	0.0	0.6		0.0	o =	0.0	0.0	0.6
	Pradesh,	1.1	0.9	0.7	0.9	0.9	0.6	1.1	0.9	0.7	0.9	0.9	0.6
	Jammu	%	%	%	%	%	%	%	%	%	%	%	%
	&												
	Kashmir												
	&												
	Rajastha												
	n												
Zon	Madhya												
e 5	Pradesh and	1.0	0.8	0.5	0.9	0.9	0.5	1.0	0.8	0.5	0.9	0.9	0.5
	Chattisga	%	%	%	%	%	%	%	%	%	%	%	%
	rh												
Zon	Uttar												
e 6	Pradesh,												
	Uttarakh	1.2	1.0	0.7	1 0	1.0	0.6	1 2	1.0	0.7	1.0	1 0	0.6
	an, Bihar	1.3	1.2	0.7	1.2	1.2	0.6	1.3	1.2	0.7	1.2	1.2	0.6
	&	%	%0	%	%0	%	%	%	70	%	%0	%0	%
	Jharkhan												
	d												
Zon	West												
e 7	Bengal,												
	Kolkata,	1.5	1.5	0.0	1 4	1 7	0.6	1.5	1.5	0.0	1 4	1 7	0.6
	Orissa,	1.5	1.5	0.8	1.4	1.7	0.6	1.5	1.5	0.8	1.4	1.7	0.6
	Assam, Sikkim	70	%	%	%0	%	%0	%	%	%0	%	%0	%
	& North												
	East												
	Lust	l											

Zon	Rest of	0.6	0.7	0.3	0.6	0.7	0.3	0.6	0.7	0.3	0.6	0.7	0.3
e 8	India	%	%	%	%	%	%	%	%	%	%	%	%

(* Source: based on BARC, Period: Week 47'2017 - Wk06'2018| Average weekly Impressions 000's for SET | Mon-Sun 0200-2600)

In the event there are less than the required number of Registrants for a particular cell in the reservation grid, then the same will be filled-up from the remaining Registrants, as selected by the randomizer.

The CCE will notify such selected Registrants for Auditions by telephone and will confirm their details (age & address) before proceeding further. If the details provided by the selected Registrants on this call do not match the existing details provided by them, then only one further opportunity will be provided to such selected Registrants, after which the call will be terminated.

The CCE will inform the Registrants about the Audition date and venue and will confirm his /her availability on the Audition dates and shoot dates. In the event the Registrant is not available on those dates, the Registrant will not be permitted to continue with the registration process. In the event the Registrant is available, the CCE will ask the Registrants to carry with them the following documents:

- 1) 4 recent passport sized color photographs of the Auditionee
- 2) For valid name proof (any one of the following):
 - 1. PAN Card along with Birth certificate
 - 2. Passport
 - 3. Voter ID or
 - 4. Driver's License
 - 5. UID / Aadhar card
- 3) For Valid address proof (any one of the following):
 - 1. Landline Phone / Electricity Bill
 - 2. Passport
 - 3. Voter ID
 - 4. Driver's License or
 - 5. Ration card
 - 6. UID / Aadhar card
- 4) 2 recent passport sized color photographs each of four Phone A Friend Candidate(s). The Phone A Friend Candidate(s) must be above 18 years of age as on June 06, 2018, residing in India and of Indian nationality.

The Auditionee will need to carry the original document and 2 attested photocopies of each document. All the above mentioned documents must be in Hindi or English only.

(Submission of the aforesaid documents /photos of Phone A Friend Candidates does not imply that the Auditionee has been selected for further participation.)

Note: Travel, accommodation and all other expenses in relation to the participation of the Auditionee, will be at the Auditionees' own costs and only the Auditionee will be permitted to enter the Audition venue upon submission of the above mentioned documents and photographs.

The CCE will thereafter ask the Auditionee to confirm their availability on the designated Audition date and venue and also their availability for the given shoot dates. Only upon such confirmation the Auditionee's participation in the Audition will be considered.

The Company shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the registration process.

The Company shall not be responsible and/or liable in any manner whatsoever in case the Auditionee(s) is unable to participate in the audition process due to failure in delivery of the confirmatory message/ call.

LEVEL 4

The first round of Auditions will be conducted from the period commencing from July 02, 2018 through July 18, 2018 ("**First Audition Period**"). The timings for registration of Auditionees will be intimated, and cannot be changed or modified to suit Auditionee's requirements.

The Auditionees will have to be present at the allotted Audition venue on the date and time allotted to such respective Auditionees alongwith the documents and photographs required (both in original and attested photocopy).

The doors to the room will shut at 9 a.m. or at such time as the Company may decide in its sole discretion. Late entrants may stand disqualified from the Audition process at the discretion of Company. Each Auditionee will be provided a unique registration number, which he/she must carry with him/her at all times while at the Audition. The Auditionees will have to sign the registration form alongwith the release form and any other documents as required by the Company in order to participate in the Auditions. Company's authorized representatives will have the final right to refuse registration/eligibility at their sole discretion.

Subject to completion of formalities as prescribed by Company, the Auditionees will have to go through entrance test which comprises of two rounds viz. Written Test and Video

Audition. If the Auditionees fail to complete both the Written Test and Video Audition then he/she shall be disqualified from further participation.

(i) Written Test for the Individuals

- The Auditionees will be seated in a hall for the entrance test
- The doors to the room will shut at 9.00 am or at such time as the Company may decide in its sole discretion. Auditionees arriving later than such time will not be eligible for participation in the Auditions.
- There will be a screen which will display a recording asking ten (10) multiplechoice questions
- The Auditionees will be given a certain fixed amount of time to fill out their answer options (A / B / C / D), on their answer sheet, before the next question is asked.
- In the event the answer sheet is lost, unreadable, incomplete or untraceable eg, the Auditionee's name / number is not mentioned on it, such Auditionee may be disqualified

(ii) Video Audition

- Each of the Auditionees will have to undergo a personal interview
- The Video Auditions will be taped for future reference by the Company/Producer
- In the event of any unforeseen loss of recordings, Producers at its own discretion may request Auditionees to appear for a repeat Audition session
- The Producer and Company reserve the right to increase / decrease / alter the number of Auditionees at any audition centre

All Auditionees shall maintain the decorum of the Audition venue and shall abide by the Rules & Regulations thereof. Further the instructions of the Company / Producers shall be adhered to strictly. Any Auditionee who acts in contravention to the instructions of the Company or the Producers or creates nuisance either to the Company or to any other person, shall immediately be disqualified from participating in the Audition and the Competition and shall be asked to leave the Audition venue.

The decision of the Company/Producers in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Company shall be final and binding on all concerned.

The Company reserves the right to use some of the first (1st) round Auditionees as they deem fit for the second (2nd) or any subsequent rounds of Auditions. The dates for any subsequent rounds of Auditions will be subsequently informed to the relevant shortlisted Auditionees.

LEVEL 5

• Two member jury i.e. one representative each from Synergy and the Company will evaluate all the Auditionees on the basis of the answer sheets and the recorded footages

- of the Video Audition of the Auditionees. Shortlisted Auditionees from this evaluation round will be evaluated by the 2^{nd} evaluation jury.
- The 2nd evaluation shall be performed by a three member jury i.e. one representative each from Synergy, the Company and an independent member ("**Judges**"). The Judges will select the Participants on the basis of the answer sheets and the recorded footages of the Video Audition of the Auditionees. Two lists of Participants will be selected for the Fastest Finger First round, out of which one list of Participants will be used for replacement purposes.
- In addition to this a "Back-up Participant(s)" will be selected to participate in the Show, in case any selected Participant does not appear for the shoot, for any reason
- Also, 10 Auditionees will be shortlisted from Mumbai (again in descending order of performance evaluation) as "stand-bys" in order to replace any confirmed shortlisted Auditionee who is a "no-show" on the day of the shoot
- The number of Participants to be selected per week for the Fastest Finger First Round are as under:
 - 10 Participants for each week comprising of 5 (five) episodes per week

In addition, there will be special/ celebrity episodes/ weeks for which shortlisting of contestants will be performed through an alternate process of registration/casting by Production House/Channel.

Based on Company's requirement and creative discretion, the final selection of Contestants for Fastest Finger First of any Episodes/week of the Show will be made from amongst the shortlisted pool of Auditionees.

- 1. The representatives of the Producer ("Representatives") will notify the selected Auditionees of their selection for the Fastest Finger First round and ask for confirmation of their details (name, gender, date of birth and address), after which the Representatives will inform the selected Auditionees of the shoot date and documentation requirements, based on finalized shooting schedules. The Participant is requested to carry a valid English/Hindi Identity proof and 3 passport size color photographs of the Participant(s) to the Studio for the shoot. In case of non-availability of Participant or of his/her supporting documentation, further participation will not be permitted.
- 2. For the Shoot, the Company or the Producer may cluster the shortlisted Participants based on creative requirements of the Show. No questions / queries will be entertained based on the same. The Company reserves the right to alter or modify the cluster without providing any reasons / justifications for the same to any person or Contestant(s).
- 3. Upon confirmation by the selected Auditionee of his/her availability for the Fastest Finger First round, he/she shall qualify for the said round.
- 4. The Participant will be permitted to bring along one companion for the shoot of the Episode. The Participant(s) and his/her respective companion will travel at their own risk.
- 5. The Producer shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the Participant(s) and one companion who have confirmed

- attendance with the Producers. The travel and stay arrangements will be made as per the Producer's discretion and any request in this regard by the Participants shall not be entertained. However, in case of Participant(s) residing in Mumbai the Company/Producer shall not be responsible for making any accommodation arrangements.
- 6. The Participant(s) who have been selected for a particular week to play Fastest Finger First round shall be eligible to play for that week i.e. Monday to Friday. However, in case of any special episodes or in case of cancellation of a particular episode for that week, the Participant(s) will not be eligible to play for such days as decided by the Company or the Producer at their sole discretion.

IV. GENERAL TERMS AND CONDITIONS

- 1. Participation in the Competition by sending entries in any of the aforesaid manner shall be considered to be acceptance of these Rules and Regulations.
- 2. Competition is open to adult citizens of India i.e. only those who have completed 18 years of age as on June 06, 2018 and the citizen should be of sound health and mind. Persons must enter the Competition on their own behalf and entry(ies) by proxy will not be accepted, even for their family members.
- 3. An entry/ies is not transferrable.
- 4. Employees of the Company, Producer, advertising agency, auditors, company's contractors which have been appointed from time to time, and also employees of the sponsors; and their respective families; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi, are ineligible to enter the Competition. Failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within a reasonable time upon request by the Producer/Company may result in disqualification. The Company also reserves the right to disqualify a Contestant incase a discrepancy is found to exist in the information furnished/provided/stated by the Contestant during the conversation with the Producer/Company or any of the Company's sub-contractors and vendors in the Competition, and/or in the information stated in the documents furnished by the Contestant.
- 5. The Contestant(s) hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Company or its affiliates, as the case may be.
- 6. The Contestant(s) shall undertake, warrant and guarantee to the Company that the Contestant has the full legal capacity to participate in the Competition in accordance with these Rules & Regulations.
- 7. By registering for the Competition, the Contestant(s) represents that he/she is medically fit and do not have present or past psychological ailments. If in the past he/she has had any psychological ailments or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Company/Producer in writing along with a copy of the certificate from

- a qualified medical practitioner declaring him/her to be fit for participation in the Competition.
- 8. Contestant(s) will not be confirmed as Contestants for the Show if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Contestant(s) to be medically fit for participation. Nevertheless the final decision regarding their participation in the Studio Part of the Competition rests entirely with the Company.
- 9. The Contestant(s) represent that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the Contestant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company and has no other disability which would prevent his/her participation in the Audition or the Competition (if selected).
- 10. The Contestant(s) acknowledges that he/she has voluntarily chosen to participate in the Competition at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Competition. It is a condition of entry and participation in the Competition that the Contestant(s) has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing and/or merchandising contracts) or other arrangement for example with a management company or an individual to act as the Contestant's manager in respect of his/her musical or performing abilities or the products thereof or in respect of his/her name, likeness, image or biography which might be in breach of the Contestant Release Form or the Rules & Regulations or otherwise prevent the Contestant(s) from participating in the Competition/ Program or the broadcast, promotion, exploitation or sponsorship thereof.
- 11. Each Contestant is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead, during the Studio Part of the Competition. The Contestant(s) are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Competition.
- 12. If entries are received for participation, it is assumed that the person sending in the entry has provided us with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry.

Information

- 13. The Contestant is required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and attested photocopies of either (i) passport/driving license or (ii) PAN Card along with birth certificate and ration card or (iii) voter identity card with birth certificate (iv) UID/Aadhar Card.
- 16. Company/Producer may, at its discretion contact the Registrant(s) and/or Contestant(s), if required, for any clarifications needed for the information provided in the registration.

- 17. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Competition.
- 18. In case there is any mismatch of Contestant(s) details in any round of the Competition, the Contestant(s) may be disqualified from further participation in the Competition, if Contestant is unable to resolve discrepancies.
- 19. All personal details and information requested by and supplied to the Company by each Contestant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Contestant(s) from the Competition or Audition in its sole discretion, should the Contestant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- 20. If at any time, including after disbursement of prize, any information submitted by the Contestant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Contestant(s) shall be liable to refund all amounts received from the Company.
- 21. Company shall keep all the information collected from the Contestants confidential and shall share the same with the Producer for the purpose of inviting the Contestants, if selected. The Company shall ensure that the Contestants are contacted by the Producer or on behalf of the Producer only for the purpose of the present Program and all such information collected by the Company/Producer shall be destroyed if the Contestant's are not selected. Company shall not share the information so collected with any party, save and except for the purpose of the present Competition. The Contestants by providing the aforesaid sensitive personal information hereby agree that the company shall have the right to share the information so collected with such other third party and the Producer as required for the purpose of the Competition and hereby agree that they shall not file any claim against the Company for sharing for such personal information. The Contestants also agree that by virtue of participating in this Competition, they grant their consent to the Company to host personal information including their name and photographs on air on the Channel during the telecast of the Program.

Speaking to the media and third persons

- 22. None of the Contestants shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments relating to the Auditions or any aspect of the Competition/Program or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Contestant(s) shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the Contestant's prospects of further participation.
- 23. The Contestant(s) shall at all times keep confidential the selection process and all details regarding the Competition including Audition which he/she might be informed of or which he/she might learn or come to know of as a Contestant(s) or as a short listed potential candidate.

Telephony

- 24. In the event the Contestant(s) uses a public phone or phone or SIM card not registered in his name for registration, the Company will not be responsible to track the registered Contestant(s).
- 25. In case the Company is unable to reach the registered Contestant(s), the registration entry will be deemed as invalid.
- 26. In the event is it not possible to determine with certainty the person who registered from a particular telephone number/mobile number, that entry would be disqualified. Registrant(s) are requested to use phone numbers which are unique to them
- 27. Company/Producer shall not be liable for any failure of the IVR or SMS server or system, any call drop during participation or incomplete registrations submitted by Registrant(s).
- 28. Post submission of the entry via SMS, web or IVR, the Registrant(s) will not be permitted to modify / alter / change any details / answer submitted.
- 29. Only the entries received after the registration lines are opened will be considered valid.
- 30. The Company shall endeavor to make all reasonably practicable arrangements to minimise telephone system difficulties and website downtime, ensure uptime of systems, back-up of data, telephone system capacity, and prevent other technical impediments, but cannot provide any guarantee in respect thereof as these are dependant on external utilities/ service providers.
- 31. Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Registration entries.
- 32. The Company accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Contestant(s) are unable to participate in the Competition due to failure on the part of the telecom operator, facility provider, etc, or due to capacity constraints.

Auditions

- 33. The number of Auditionees to be selected shall be at the sole discretion of the Company / Producer.
- 34. The Company / Producer shall shortlist Participant(s) after the Auditions at all venues as required, out of which only a limited number of Participant(s) shall be selected for further selection processes in the Competition.
- 35. Contestant(s) can make it only once to the Audition round of the Competition across all the Schedules of the Competition. Any Contestant who has made it once to the Hot Seat of the current season of the Competition or any of the previous seasons of the Competition, he/she will not be eligible to participate in the current season of the Competition
- 36. Auditions will be subject to such timing stipulations and requirements as may be determined by the Company and the Company makes no representations, warranties nor provides any undertaking to any of the Contestant(s) that any or all of the Contestants will be able to take part in Audition.
- 37. The Company shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Contestant(s) in the event that the

- Company is not able to permit the Contestant(s) to take part in the Audition or Competition in accordance with any of the foregoing provisions.
- 38. All cost incurred for participating in Auditions is to be solely borne by Auditionees.
- 39. If an Auditionee is unable to appear for the Audition at the stipulated venue and time, he/she shall be disqualified from further participation.
- 40. If an auditionee is shortlisted at multiple audition locations (through same contact number or multiple contact numbers) then only one audition that he/she has attended will be considered for evaluation.
- 41. Company shall not entertain any request by the Auditionees for change in the dates and venues of Audition.
- 42. The Audition process may take more than one day, and the Auditionee would be required to be present for the entire period of the Audition as informed by the Company/Representatives.
- 43. Notwithstanding any other provisions in this Agreement, the Company may, at its sole and absolute discretion, cancel or reschedule the Auditions, or hold additional Auditions on such other dates and at such places as it may determine and the Contestant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Company and shall attend at any and all such additional Auditions.
- 44. Persons from the first set of Auditions may be considered in the second shoot schedule, if the need arises, at the sole discretion of the Company.
- 45. For purposes of Auditions, the Auditionees can either come alone, or at best be accompanied by ONE other person, who cannot be a member of the media, but under no circumstance will any person other than Auditionee will be allowed to enter the venue. Cameras and photography by the Auditionee will not be permitted at the Audition or the Shoot venues.
- 46. The Contestant(s) understands that getting shortlisted in the Audition is only a preliminary step towards further participation in the Competition and it shall be the absolute and sole discretion of the Company/Producer to allow participation based on creative requirements.

Following are the dates and venue details for Auditions Round:

Date	City
July 02, 2018	Delhi (Day 1)
July 03, 2018	Delhi (Day 2)
July 06, 2018	Varanasi
July 08, 2018	Kolkata
July 11, 2018	Raipur
July 14, 2018	Bhopal
July 17, 2018	Mumbai (Day 1)
July 18, 2018	Mumbai (Day 2)

^{*} Company shall have the right to alter/change the venue of the auditions at its sole discretion.

Shortlisting

- 47. Apart from the Registrant(s), the Company may at its sole discretion provide a chance for entry to the Audition/Competition for unregistered individuals also, based on programming needs, should they arise, or in the event of participation selection process or system failure.
- 48. Company also has the right to conduct "celebrity special Episodes" or "seasonal special Episodes" where certain persons of prominence may be invited to participate in the Show without being required to go through the participation selection process.
- 49. Even after final selection for the Show, the Company/Producer shall have the right to replace any of the Participant(s) as per their discretion and creative requirement, for the betterment of the Competition or Show.
- 50. The Company also reserves the right to increase or decrease the ratio of the Contestants in each Show i.e. increase or decrease the number of Contestant(s) who can participate in the Program, without any prior intimation to the Contestant(s) and/or the public.
- 51. The Contestant(s) understand that their selection will be based on a randomizer and selection software.
- 52. The Company will not entertain and permit the Contestant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.
- 53. The Company reserves the right to classify the Contestant(s) in such socio-economic categorizations ('SEC') that it deems appropriate.
- 54. The Company may in its sole discretion exclude a Contestant from participating in the Audition/Studio Part of the Competition which may include without limitation (i) circumstances which, in the Company's view, renders the Contestant unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the Contestant; (iii) any other reason that, at the discretion of Company, would adversely impact the Company, Channel or Competition.
- 55. At no point of time will the Company/Producer be obliged to notify unsuccessful Contestants of its decision.
- 56. Whilst the Company shall make all reasonable endeavours to (i) enable Contestant(s) to proceed with the Show (ii) to contact all Contestant(s) at each relevant juncture of the Competition, the Company can make no guarantee thereof and the Company shall in its sole discretion be entitled to proceed with the next entitled Contestant(s) under these Rules, in case it is unable to successfully contact and communicate with Contestant(s).
- 57. The Company will have no liability to a Contestant who is unable to attend or take part in the Competition for whatever reason and the Company shall be entitled to disqualify the Contestant(s), replace any such Contestant(s) from the Competition at any time, at the discretion of the Company.
- 58. The Company further reserves the right to replace at its discretion any Contestant(s) who for any reason fails or is disqualified from or unable to participate in the Program and / or Competition with another replacement Contestant(s), notwithstanding that such replacement Contestant(s) may have been previously eliminated from the Competition and each Contestant shall agree to participate in the Program and/or Competition as and when required by the Company to do so.

- 59. In the event that there is a tie between two (or more) Contestant(s), the Company shall be entitled to determine in its absolute discretion which Contestant(s) is eliminated and/or which Contestant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Contestants as it in its absolute discretion deems necessary.
- 60. No enquiries, appeals, verbal or written, shall be entertained in this regard.
- 61. All attempts will be made to protect registration data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the Participant selection process, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.

Intellectual property rights and access to personal information

- 62. On request of the Company, the Contestant(s) shall also make arrangements for the Company to have access to his / her residence, work place, favorite hangouts, pets, etc. and obtain necessary permissions from his / her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
- 63. As part of Contestants' contribution to the Program/Show, the Producer may request Contestant(s) to participate in any online/interactive activity relating to the Program/Show including without limitation recordings of web-casts, interviews and participation in so-called 'chat-rooms'. It is a further condition of entry and participation in the Competition that Contestant(s) ensure and procure from any and all Contributors their agreement and execution of the release form as devised from time to time by the Company/Producer.
- 64. The Winner(s) of the Competition agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the Winner(s). Further, the Winner(s)/Contestant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company. The Winner(s)/Contestant(s) agrees that the footage of any nature shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- 65. Any photographs, videos etc. submitted to the Company/Producers or recorded by the Producers during the Audition or registration procedure shall on submission / creation become the property of the Company and shall be available to the Company for exploitation throughout the world in perpetuity. The Contestant(s) shall ensure that the photos or videos submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Contestant(s) shall immediately be disqualified from taking part in the Auditions/Competition or any further rounds of participation and such Contestant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- 66. Acceptance of these Rules and Regulations by the Participants / Contestants constitutes permission for the Company its affiliates and Producer to click photographs, record videos of the Contestant(s) and use the Contestant(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.

Questions and answers

- 67. The Company or the Producers will not entertain any claims / questions / queries with respect to the authenticity or correctness of any questions and answers for the questions asked in any round of the Competition.
- 68. The Company's decision on the correctness or incorrectness of any answer is final and binding on all Contestants.

Expenses of participation & logistics

- 69. All cost including but not limited to travel and accommodation cost for attending the Auditions at the venues as informed by Company shall be borne solely by the selected Auditionees and the Company or its sub contractors shall not be liable for the same.
- 70. The arrangements for travel and stay of the Participant(s) selected for the FFF to attend the shoot will be made by the Producer (except Participants residing in Mumbai).
- 71. The Company or any of the affiliates connected with the Competition/Show shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the Contestant(s) due to any reason including but not limited to force majeure, logistical problems at the airports/ railway stations/ roads etc and the Contestant(s) shall not have any claim against the Company and/or any of its affiliates connected with the Competition and/or Producer for the same. The Company or any of the affiliates connected with the Competition shall not be responsible for any such eventuality and the Contestant(s) undertakes not to claim any compensation from the Company/Producer for the same.

Prize

- 72. It is not necessary that each Participant wins the maximum prize money.
- 73. Any and all taxes and/or levies applicable on the prize money won by the Participant(s), under the laws of India shall be borne by the Participant(s) in relation to the prize. Payment of prize money to the Winner(s) shall be after deduction of all applicable taxes and levies and subject to providing the relevant documents as intimated by the Company and will be paid within the time stipulated by the Company. A duly attested copy of the PAN card is compulsory to claim the prize money by the audtionee.
- 74. The Company may refuse to pay winnings or reclaim all sums paid to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Competition under these Rules & Regulations.

Other terms

75. The procedures for registration and participation in the Competition are subject to the Rules and Regulations stated herein. Non-conformance by any Contestant(s) to the rules of the Competition will disqualify him/her from participation or winnings, immediately, as the case may be.

- 76. In the event of any fault, misunderstanding or dispute concerning any part of the Competition, and/or the operation of the telephone system, Auditions, Call-backs, the selection of Contestant(s) at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all Contestant(s). The Company / Producer of the Competition is empowered to take a decision on any case or instances not covered by the present Rules and Regulations.
- 77. The Company reserves the right to amend (add, delete or modify) the Rules & Regulations governing the Competition and/or the Participant selection process prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Competition or remedy any issues that occur.
- 78. The Company has the right at any time to terminate the Competition without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Competition and/or accommodate any person or persons who have been selected in the Competition for the Program.
- 79. Registration to the Competition does not guarantee the selection of the Registrant(s) to proceed with the Competition. Registration also does not entitle any Contestant(s) to a prize or award.
- 80. All registrations shall be subject to completion of the procedures by the Registrant(s) as per instructions received (i) by the IVR, (ii) through SMS, (iii) via SonyLIV (iv) on the Channel; and (v) as per the Rules & Regulations.
- 81. Taking part in the registration process shall be deemed to be acceptance by the Registrant(s) to receive promotional messages from the Company or any third party so authorized by the Company.
- 82. If the operation of the Competition (including without limitation the operation of the related telephone systems, call centre operations, and software systems); the recording; broadcast of any/all of the Show is prevented by an event of force majeure, the Company may cancel all or any part of the Competition/Show, or take such other decision as it deems fit.
- 83. Notwithstanding a Contestant's participation in the Competition, there is no obligation on the part of the Company to broadcast any Show in which he/she has taken part, or any or all of his / her contribution as recorded by the Company.
- 84. The Company reserves the right to re-schedule the date(s) of registration, call-backs, Auditions, recording the Studio Part of the Competition and broadcast, at its discretion.
- 85. In case the Winner(s) (whether Hot Seat or FFF) is found to be in violation of any and all rules/process of the Competition, the Company reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned winner (whether Hot Seat or FFF) to refund the prize money won on the Show together with penalty interest as deemed fit by the Company.
- 86. If Contestant(s) are unclear as to the Rules & Regulations of participation he/she will have to send an email to kbcresponse@setindia.com. The Company shall make reasonable endeavors to respond thereto. The above shall not, however, be a ground for extension of time / deadlines as specified herein.
- 87. The Producer reserves the right to change the structure of the Competition as it sees fit including without limitation by adding / reducing / altering Auditions/rounds to the Competition.

- 88. It is a condition of entry and participation in the Competition that Contestant(s) make themselves available to participate in the Competition, agree and sign up the Contestant Release Form and any other documents as requested by the Company/Producer and abide by terms and conditions of such Contestant Release Form and the Rules, Regulations as devised from time to time by the Company including but not by way of limitation these Rules & Regulations.
- 89. The Company's decision (or, where appropriate, the decision of the Judges) is final and the Contestant(s) acknowledge that the interests of the Program/Show shall override those of any Contestant(s) and/ or Contributor.
- 90. The Contestant(s) must at all times behave appropriately when taking part in the Competition and observe these Rules & Regulations and any other Rules & Regulations in force at the Auditions and/or Studio. The Company reserves the right in its absolute discretion to remove from the Competition, Audition, Studio any Contestant(s) who breaks such rules and/or fails to behave appropriately and to disqualify such Contestant(s).
- 91. These Rules & Regulations supersede any and all release forms signed by the Contestant(s) and in the event of any conflict between Contestant Release Form and these Rules & Regulations, these Rules & Regulations will prevail.
- 92. No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Competition. Contestant(s) must be of good moral character and not be under the influence or habit of any medication, drugs or other psychotropic substance which may impair their ability to participate in the Competition. Use of any prohibited substances could lead to disqualification.
- 93. If any provision of these Rules & Regulations is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules & Regulations and the remainder of the affected provisions shall continue to be valid.
- 94. These Rules & Regulations and the Competition shall be governed by and construed in accordance with the laws of India and the Contestant(s) submit irrevocably to the jurisdiction of the Courts in Mumbai
- 95. Use of mobile phones will not be permitted during the shoot, and during the Auditions. It may lead to disqualification.
- 96. Registration does not guarantee the selection or participation of the Contestant(s) and such selection shall be as per the sole discretion of the Company or its affiliates
- 97. The Company / Producer of the Competition is empowered to take a decision on any case not covered by the present Rules and Regulations

Liability

- 98. The Company and/or the Channel is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any Contestant(s) and/or the Winner (s) in any manner whatsoever, in relation to the Competition and/or prize.
- 99. The Company, Producers, Judges, the host, the advertising agencies, the subcontractors used by Company for the Competition, and any person or entity connected with the production (including the format owners and the broadcasters of the Program), administration or judging of the auditions, the Competition or the Program (the

"Relevant Parties") shall be under no liability whatsoever to the Contestant(s) or the Contributors, in respect of any loss, damage suffered by the Contestant(s) or Contributors arising from or pursuant to the Competition or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestant(s) or Contributors at any stage of the Competition and during production thereof whether or not caused by (1) the administration (including scheduling) of the Competition including any failure of transportation or inability for any reason to appear for the Audition/before the Judges; (2) the Contestant's or any third party's participation in the Audition, or being selected or disqualified; (3) as a result of the decisions of the Judges or Company; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Host and/or Company; and/or (5) any printing, typographical or technological errors in any materials associated with the Competition. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Competition. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Contestant(s); or circumstances beyond the Relevant Parties including the Producer's reasonable control.

- 100. The Winner(s) and/or the Contestant(s) of the Competition agrees that he/she shall hold harmless the Channel, Company, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the Competition/Program including but not limited to the procedure in the Competition and shall also not 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 against sponsor and/or the Channel/Company/Producer to claim any damages or reliefs.
- 101. The Company / Producer will not be responsible for any loss / theft of belongings of the Contestant(s) on the sets of the Competition/Studio, before/during/after the shoot of the Episodes/Show, or at the time of the Audition.
- 102. The Company / Producer or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Contestant(s) and arising as a result of his/her participation in the Audition or the Show Part, if selected
- 103. Company / Producers and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Audition or Competition on account of any factors beyond their control.
- 104. Company / Producer and its sub contractors shall not be held responsible or accountable to any of the Contestant(s)/Contributor(s), for any loss, injury or any other liability which may arise, enroute while coming to the venue of Audition or while attending the Studio Part / Program / Shoot or while participating in the Competition and for which the Contestant(s)/Contributor(s) will be required to sign an indemnity in favor of the Company. The Contestant(s)/Contributor(s) agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Competition in any manner, from any and

- all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Contestant(s) involvement in the selection process
- 105. The Contestant(s) hereby agree to indemnify the Company or its affiliates against any claims that might arise from their actions or omissions while participating in the Audition / Competition
- 106. Apart from the entitlement to be part of the television Competition "Kaun Banega Crorepati", the Contestant or his / her legal heirs will have no other rights or claims against the Company or the Producers. For the sake of clarity, it is stated that the Contestant(s) of the Audition or the Competition shall not be paid any consideration.
- 107. The only way to enter Kaun Banega Crorepati contest is through participation as described in Rules and Regulations. There is no other way of entering the contest. This entire process is transparent and monitored by an independent validator. Any person claiming that he/she can help get you win for a consideration is defrauding you. Please contact your local police and report this person immediately.