# RULES & REGULATIONS/ TERMS & CONDITIONS GOVERNING PARTICIPATION IN KODEESWARI 2019 ('KOD 2019')

# I. CONTEST DESCRIPTION:

"KOD 2019" is a quiz-based game show primarily in Tamil language which is being produced by Studio Next ("**Producer**") for initial exhibition on Colors Tamil ("**Channel**") which is owned by Viacom18 Media Private Limited ('Viacom18'/ 'Company') and/or its affiliates.

#### II. DEFINITIONS:

- 1. "Auditions": means the ground Auditions held at various cities in Tamil Nadu 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 (for which she was called) at the Studio, for any reason.
- 4. "Company/Viacom18": Viacom18 Media Private Limited and/or its affiliates, the organizers of the Competition.
- 5. "Competition": General knowledge quiz titled "Kodeeswari 2019".
- 6. "Contestant(s): The Registrant(s), Auditionee(s), Participant(s), Back-up Participant(s), Hot Seat Contestant(s) shall all be collectively referred to as "Contestant(s)". Any Contestant who has made it even once to the FFF of the current season of the Competition will not be eligible to participate in the subsequent episode of the current season.
- 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 Participant to correctly answer the question in the least possible time shall be entitled to proceed to the Hot seat as the Hot Seat Contestant.
- 11. "Hot Seat Contestant(s)" means the winning Contestant of Fastest Finger First round and who occupies the Hot Seat before the host of 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/ Video Call Candidate(s)"**: A friend of the Hot Seat Contestant who is selected by the Hot Seat Contestant as phone a friend/ video call candidate. Phone-A-Friend / Video Call Candidate(s) should be above 18 years of age as on October 27, 2019 and an Indian national residing in India.
- 14. "**Producer**": means the producer of the Program which is Studio Next, a division of Sony Pictures Networks India Private Limited.

- 15. "Program": The recordings of Competition in the Studio including footage, if any, from the audition round (including any seasonal *special/s / Celebrity Special, backstage* recording and any recording consisting of the Contestant(s), their family, friends, etc. depicting the life and journey of the Contestant(s) thus far).
- 16. "Registrant(s)": Any person(s) who participates in the Competition and who (i) is above eighteen (18) years of age as on October 27, 2019; (ii) is a citizen of India residing in India, (iii) is a female, (iv) is of sound health and mind, and (v) enters the Competition in accordance with the Rules & Regulations stated below. Employees of the Viacom18, of the producer, of the advertising agency, of the process advisors and evaluators, of the agents, of the process partners and any other person associated with the competition or the Company 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 Tamil, or those persons who have participated and made it to any televised rounds of any previous seasons of the Competition (named with whatever title and aired on any television channel) are ineligible to enter the Competition.
- 17. "Rules and Regulations": Rules 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 telecasted on the Channel.
- 21. "Show Management": Organizers of the show including the Producer, Viacom18.
- 22. "Stand by Contestant": Auditionees selected to participate in the FFF round of the competition, only in case any selected Contestant does not appear for the shoot at the studio, for any reason
- 23. "Studio Part": That part of the Competition, which takes place in the Studio whether or not part of the Show.
- 24. "Studio": means the Studio at "Prasad Studios, Chennai" 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.
- 25. "User": Any individual who fulfills the eligibility criteria as mentioned herein and completes the registration process (as described herein below) to participate in the Competition as per these Rules and Regulations contained herein.
- 26. "Winner": The Hot Seat Contestant(s) who correctly answers all questions posed by the host in the Show.
- 27. "Web Site / Web Page": http://www.colorstamil.in
- 28. "**Voot App**" means the application owned and hosted by Viacom18 where Registrants can register for the Show.

#### III. PROCEDURE TO PARTICIPATE IN THE COMPETITION:

#### Level 1

1. One Competition question having four (04) multiple choice answer options will be aired each day during the promotions of the Show beginning from October 28<sup>th</sup> 2019 to November 3<sup>rd</sup>, 2019 ("First Round Period"), for select landline telephone (Refer Annexure 1) and select mobile telephone subscribers (Refer Annexure 1) for select circles (Refer Annexure 1), excluding any calls made from a Public Call Office (PCO) and users that register using the Voot application available on iOS and Android platforms through the methods stated in point 4 below i.e., A total of seven (7) unique questions will be asked during the First Round Period. The promotions will be aired inviting viewers to register for the Competition. The telephone lines and the mobile phone lines and SMS acceptance, for each question of the First Round Period, shall be open for twenty-three hours and thirty minutes (23 hours and 30 minutes) i.e. beginning from 8:00:00 PM (IST) first day to next day until 7:30:00 PM (IST) only. Detailed timelines are as below:

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

Question No.	Lines	o Open	Lines Close		
Question No.	Date	Time	Date	Time	
1	28-Oct-2019	8:00:00 PM	29-Oct-2019	7:30:00 PM	
2	29-Oct-2019	8:00:00 PM	30-Oct-2019	7:30:00 PM	
3	30-Oct-2019	8:00:00 PM	31-Oct-2019	7:30:00 PM	
4	31-Oct-2019	8:00:00 PM	01-Nov-2019	7:30:00 PM	
5	01-Nov-2019	8:00:00 PM	02-Nov-2019	7:30:00 PM	
6	02-Nov-2019	8:00:00 PM	03-Nov-2019	7:30:00 PM	
7	03-Nov-2019	8:00:00 PM	04-Nov-2019	7:30:00 PM	

- 2. The calls and/ or registrations using the Voot application for iOS / Android platforms and/or SMS (together referred to as "Entry") for participation should have been completed on or before closing of the phone lines in order to be considered as a valid entry ("Valid Entry/ies").
- 3. The cellular/landline number from which the registration is received will be used as unique identification number received to identify the Registrant. Each Registrant may submit multiple entries. Valid Entries sent each day shall only be considered for the random selection process **for that day** (a day is defined as the 23 hours and 30 minutes period commencing from 8:00:00 PM to 7:30:00 PM the next day).
- 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:

The IVR option is available to Telecom providers (Mobile and Landline subscribers (excluding any calls made from PCO) only) as per **Annexure 1**.

Mode of participation	Number to be dialed / SMS	Rates for participation
IVR	5056882 01-04	Up to Rs. 7/- per minute**
SMS	509093	Up to Rs. 3/- per SMS
Voot App	As per the flow defined in the Voot app	Standard data charges

<sup>\*\*</sup>Rates subject to change due to applicable laws and regulations. Please check rates with your telecom operators. 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. Further, check with your telecom operator for any other applicable charges.

The short code 509093 is available on selected Telecom Operators and Circles as detailed in **Annexure 1**.

#### How to answer through SMS?

First Round Period

- a. KOD<Space>A/B/C/D<Space><Age (completed years as on October 27, 2019)>
  For e.g. KOD A 24
- b. The following data fields will be stored (1) Number from which SMS is received (2) Message (3) date of receipt (4) time of receipt
- c. In case of error in SMS format, the response message will read on the lines of "Invalid entry. The correct format is KOD (Space) (Answer (A/B/C/D) (Space) (Age (completed years)). T&Cs on <a href="http://www.colorstamil.in">http://www.colorstamil.in</a>, Up to Rs.3/ SMS".
- d. The acknowledgement message for entries sent in the prescribed format will read on the lines as "Thank you for registering for KOD. We will call you back on this number if you are shortlisted for the next round. T&C's on <a href="http://www.colorstamil.in">http://www.colorstamil.in</a>. Up to Rs.3/ SMS"

# How to answer through IVR?

- a. Call on 5056882 01/02/03/04 (i.e. call 5056882 and 01 for option A, 02 for option B, 03 for option C and 04 for option D). The IVR will be in Tamil only.
- b. The Registrant will be asked to enter age in completed years (for e.g. if a person is 25 years and 11 months old, they will have to enter 25) and confirm the same.
- c. The call will end with a thank you note / play back option.

If any of the information requested during the IVR is not provided by the Registrant(s) as per the instructions of IVR within six (6) seconds then the instruction will be repeated once again, after which also if the answer is not received for further six (6) 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.

The IVR option for First Round Period is available to Telecom Operators (Mobile and Landline) as per **Annexure 1**.

All calls made to the registration numbers will be charged up to Rs. 7/- per minute.

Roaming rates may also apply and Registrant should contact the telecom service provider for the applicable rates.

How to participate using Voot 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)

- Download the Voot application from the application store. Please note, the application download is free of cost, however data charges may apply. Registrant needs to login by using either her Facebook or Gmail login. If Registrant does not have an existing user ID and password, she can create a new valid email ID by entering the mandatory fields required. For further details please contact your service provider.
- 2. Once the Registrant successfully logs in she may select her answer option (A/B/C/D)
- 3. 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.
- 4. Please enter your full name
- 5. Please enter your age. Please note that only those Registrants will be considered for participation in the show who have completed 18 years of age as on October 27, 2019.

#### LEVEL 2

A total of approximately 14,000 (fourteen thousand) valid correct entries will be selected by the randomizer software from all entries received.

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 8:00:00 PM to 7:30:00 PM the next day).

The shortlisting of Valid Entries for the First Round Period by the randomizer will use the predefined reservation criteria on reasonable endeavor basis mentioned below.

LEVEL 1					
	Females Only				
Grid for Level 1 Processing (in percentage)	100.00%				
	18-24	25-34	35-44	45+	

		25%	30%	25%	20%	
Zone 1	Chennai	20%	5.0%	6.0%	5.0%	4.0%
Zone 2	Rest of India	80%	20.0%	24.0%	20.0%	16.0%
Total			100%			

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 of registration. This is applicable for the First Round Period.

A total of approximately 14,000 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 October 30, 2019 to Nov 5, 2019.

Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on the on-ground conditions, degree of participation, technical issues, force majeure reasons, etc. It is expressly provided that Show Management reserves the right to change the dates and timelines at its sole discretion.

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 center executives ("CCE") and the selected Registrants must confirm the details required by the call center executives ("CCE") immediately. The CCE will ask the Registrant to confirm if 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, approximately 30 minutes 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 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 she is the Registrant, the CCE's will ask the Registrant to provide her Name and Gender.

The CCE will then check and ask the Registrants to confirm her availability on the /audition dates and the shoot dates. If the Registrant is available on the dates mentioned, the CCE will capture the address and other details required to continue with the registration. If 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). Next the IVR will ask the Registrant to give answer to two 'skill based' questions 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 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, she is played out 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

On successful completion of Level 1 and Level 2 for the First Round Period, all selected Registrants will be evaluated and shortlisted by the randomizer on pre-defined reservation criteria, and approximately 1,500 Registrants 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.

The selection of Registrants to attend the Audition venues as Auditionees (for the First Round Period) by the randomizer will use the following pre-defined reservation criteria on reasonable endeavors basis.

LEVEL 2						
			Females Only			
Crid for	100.00%					
Grid for Level 2 Processing (in percentage)			18-24	25-34	35-44	45+
			25%	30%	25%	20%
Zone 1	Chennai	20%	5.0%	6.0%	5.0%	4.0%
Zone 2.1	Coimbatore, Madurai, Trichy, Salem	10%	2.5%	3.0%	2.5%	2.0%
Zone 2.2	<75 L Lakh Urban Towns	35%	8.75%	10.5%	8.75%	7.0%
Zone 2.3	Rest of India	35%	8.75%	10.5%	8.75%	7.0%
Total			100%			

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 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 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. If the Registrant is not available on those dates, the Registrant will not be permitted to continue with the registration process. If 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 Registrant
- 2) For valid name / identity proof (any one of the following):
  - 1. PAN Card along with Birth certificate
  - 2. Passport
  - 3. Voter ID
  - 4. Driver's License, or
  - 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
  - 5. Ration card or
  - 6. UID / Aadhar card
- 4) 2 recent passport sized color photographs each of four Phone-A-Friend / Video-Call Candidate(s). The Phone-A-Friend / Video-Call Candidate(s) must be above 18 years of age, 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 Tamil/ Hindi or English only.

(Submission of the aforesaid documents / photos of Phone-A-Friend/ Video-Call 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 Registrant 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 Registrant's participation in the Audition will be considered.

The Company shall not be held liable for telephone system difficulties, downtime of systems, backup 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

Auditions for First Round Period will be conducted from the period commencing from November 07, 2019 to November 20, 2019 ("**First Audition Period**") and 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 along with the documents and photographs required (both in original and attested photocopy).

The gates to the audition location will shut at 9 AM 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 they must carry with her at all times while at the Audition. The Auditionees will have to sign the registration form along with release form, NDA and the Rules and Regulations and such 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 Auditions then she shall be disqualified from further participation.

### (i) Written Test

• 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.
- The Auditionees will be given a question paper and an answer sheet. The Auditionees will have a certain fixed amount of time to fill out their answer options (A / B / C / D), on their answer sheet
- In the event the answer sheet is lost, unreadable, incomplete or untraceable, e.g., 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 center.

All Auditionees shall maintain the decorum of the Auditions venue and shall abide by the Rules and Regulations. Further, the instructions of the Company and Producer shall be adhered to strictly. Any Auditionee who acts in contravention to the instructions of the Company/ Producer or creates nuisance either to the Company or to any other person, shall immediately be disqualified from participating in the Auditions and shall be asked to leave the venue. If the Auditionee misleads other people and spreads false information about the Auditions process, then the Company has all the right to disqualify the candidate and take legal action against such Auditionee. The decision of the Company in connection with the Auditions including but not limited to shortlisting the Auditionees shall be final & binding and is non-contestable. In case of any dispute or difference in respect of Auditions, the decision of the Company shall be final and binding on all concerned. The Show Management will have the sole rights to refuse registration/eligibility at their sole discretion

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.

#### LEVEL 5

- Two-member jury i.e. one representative each from the Producer and the Company will
  evaluate all the Auditionees on basis of the answer sheets and the video footages recorded of
  Video Audition of the Auditionees. Shortlisted Auditionees from this round will be evaluated
  by the 2<sup>nd</sup> evaluation jury.
- The 2<sup>nd</sup> evaluation shall be performed by a three-member jury i.e. one representative each from Producer, Company and an independent member ("**Judges**"). The Judges will select the Participants on basis of the answer sheets and the recorded footages of Video Audition of the Auditionees. Two list of Participants will be selected for the Fastest Finger First round, out of which one list of Participants will be used for replacement purposes.
- Also, 10 Auditionees will be shortlisted from Chennai (again in descending order of performance evaluation) as Stand-by Contestant.

- The number of Participants to be selected per week for the Fastest Finger First Round are as under:
  - o A cluster of 12 Participants will be selected for a stack of five episodes of the Show

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 Participant(s) 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 Participant(s) of the shoot date and documentation requirements, based on finalized shooting schedules. Each Participant is requested to carry a valid English/Tamil/Hindi Identity proof and 3 passport size color photographs of himself/herself 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 Participant(s) 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 her availability for the Fastest Finger First round, she shall qualify for the said round.
- 4. The selected Participant(s) will not be permitted to bring along anyone else for the shoot of the Episode.
- 5. The Participant(s) will travel at their own expenses and risk for the Auditions.
- 6. The Producer shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the selected Participant(s). 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 Chennai the Company/Producer shall not be responsible for making any accommodation arrangements.
- 7. The Participant(s) who have been selected to play Fastest Finger First round shall be eligible to play for 5 (five) episodes. However, in case of any special episodes or in case of cancellation of a particular episode, the Participants(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 female citizens of India i.e. only those who have completed 18 years of age as on October 27, 2019 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, officers, directors, agents and promoters including their immediate family members of the Company and its affiliates across the globe, sponsors, producers, advertising agency, process advisors and evaluators, contract employees/ staff, partners, their affiliates, subsidiaries, group companies in India, 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 proficient in spoken Tamil or those persons who have participated and made it to any televised rounds of any previous seasons of the Competition (named with whatever title and aired on any television channel) are not eligible to participate in 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 represent that 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) represent that they are medically fit and do not have present or past psychological ailments. If in the past they have 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 them to be fit for participation in the Competition.
- 8. Contestant(s) will not be confirmed as a Participant 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. Contestant(s) should/can participate on/for their own and not on behalf of anyone else.
- 10. The Contestant(s) represent that they have not been accused or convicted or is otherwise involved in any criminal offence and/or are not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing, and that the Contestant(s) 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 have no other disability which would prevent her participation in the Audition or the Competition (if selected).

- 11. The Contestant(s) acknowledge that they have voluntarily chosen to participate in the Competition at their free-will and are willing to bear all risk, costs & consequences arising from such participation in the Competition.
- 12. It is a condition of entry and participation in the Competition that the Participant 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 their musical or performing abilities or the products thereof or in respect of their 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.
- 13. 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. Contestants are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Competition.
- 14. 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 her, whether or not such sender is registered on the National Do Not Call registry
- 15. If the Contestant cannot make it to the Studio part of the Competition, she shall be disqualified from further participation.
- 16. Using of false names/ identities, illegal/false mobile numbers, fake email addresses and/or any other illegal means either online or in hard copies shall be considered as suppression of facts and if the Company has to suffer of any adverse consequence in this respect, the Registrant(s) shall be disqualified and penalized for the same in a manner as the Company may deem fit.
- 17. Registrant(s) found indulging in any malpractices such as cheating, misrepresentation, providing false information shall be disqualified from the on-going Audition Registration/Audition and strict legal action may be taken by the Company against such Registrant(s).

# **Information**

- 18. Contestant is required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and two 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 or (iv) Aadhar card or such other documents as may be required by the Company. These documents have to be in English / Hindi or Tamil language; and four passport sized color recent photographs of the Auditionee, and two passport sized color recent photographs each of four Phone-A-Friend/ Video-Call Candidate(s).
- 19. Company/Producer may, at its discretion contact the Registrant(s), if required, for any clarifications needed for the information provided in the registration.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Company shall attempt to 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. Company shall ensure that the Contestants are contacted by the Producer or on behalf of the Producer only for present Program and all such information collected by the Company/Producer shall be destroyed if the Contestant is 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 agreed that they shall not file any claim against the Company for sharing for such personal information.
- 25. 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.
- 26. Apart from the entitlement to be part of the television Competition "KODESWARI 2019 ('KOD 2019')", the Contestant or 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 except the prize money that the Contestant may win, if any, when playing as a Hot Seat Contestant.
- 27. All information provided in connection with the Show is provided "as- is" without warranty of any kind. Show Management makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Auditionee and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, or fitness for any particular purpose.

#### Speaking to the media and third persons

28. None of the Contestants and/or their friends, relatives, acquaintances 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.
- 29. The Contestant(s) shall at all times keep confidential the selection process and all details regarding the Competition including Audition which she might be informed of or which she might learn or come to know of as a Contestant(s) or as a shortlisted potential candidate.

#### Telephony

- 30. 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).
- 31. In case the Company is unable to reach the registered Contestant(s), the registration entry will be deemed as invalid.
- 32. 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
- 33. 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).
- 34. Post submission of the entry via SMS or IVR, the Registrant(s) will not be permitted to modify / alter / change any details / answer submitted.
- 35. Only the entries received after the registration questions are broadcast on the Channel will be considered valid. All entries must be received within time limits as specified above in the format as stated in Participant Rules & Regulations.
- 36. By virtue of registering through SMS/ IVR by Contestant(s) it shall be deemed that such Contestant(s) have agreed to receive all and any information and promotional messages pertaining to this Competition or the Channel.
- 37. Company shall not be responsible for any cost that may be charged by the participant's respective mobile/ telecom operator. Claims, if any, in this regard shall be directly settled by Contestant(s) with their respective mobile/ telecom operator without involving the Company in any manner whatsoever.
- 38. Company shall endeavor to make all reasonably practicable arrangements to minimize telephone system difficulties, 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 dependent on external utilities/ service providers.
- 39. Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Registration entries.
- 40. 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

- 41. The number of Auditionees to be selected shall be at the sole discretion of the Company / Producer.
- 42. 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.
- 43. Contestant(s) can make it only once to the Audition round of the Competition across all the stages of the Competition. Any Contestant who has made it even once to the FFF of the current season of the Competition, he/she will not be eligible to participate in the subsequent episode of the current season of the Competition.
- 44. 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.
- 45. The Company shall neither 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.
- 46. All cost incurred for participating in Auditions is to be solely borne by Auditionees.
- 47. If an Auditionee is unable to appear for the Audition at the stipulated venue, date and time, she shall be disqualified from further participation.
- 48. If an auditionee is shortlisted at multiple audition locations (through same contact number or multiple contact numbers) then only the first audition that she has attended will be considered for evaluation.
- 49. Company shall not entertain any request by the Auditionees for change in the dates/time and venues of Audition.
- 50. 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.
- 51. 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 any and all such additional Auditions.
- 52. 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.
- 53. 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.

- 54. The Company has the right to disqualify participation for the Registrant, if either of them are members of the Media / compete channels, etc. the decision in this regard will be final and binding on all Registrants.
- 55. Cameras and photography by the Auditionee will not be permitted at the Audition or the Shoot venues.
- 56. 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 Audition Round 1\*

<b>Audition Cities</b>	Audition Dates	Name of Auditorium	Venue Address
Tirunelveli	10-Nov-2019	< <tbi>&gt;</tbi>	< <tbi>&gt;</tbi>
Madurai	12-Nov-2019	< <tbi>&gt;&gt;</tbi>	< <tbi>&gt;</tbi>
Coimbatore	14-Nov-2019	< <tbi>&gt;</tbi>	< <tbi>&gt;</tbi>
Chennai	16-Nov-2019	< <tbi>&gt;</tbi>	< <tbi>&gt;</tbi>
Puducherry	17-Nov-2019	< <tbi>&gt;</tbi>	< <tbi>&gt;</tbi>

<sup>\*</sup> Company shall have the right to alter/change the dates/city/venue of the auditions at its sole discretion.

#### **Shortlisting**

- 57. 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.
- 58. The Company shall have 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 or "Special Episodes" with Contestants chosen by the Company who may /or may not (which will be the sole discretion of the Company) be required to go through the participation selection process. The number of Participants and the number of Episodes for "celebrity special Episodes" or "seasonal special Episodes' or "Special Episodes" with Contestants will be decided by the Company in its sole discretion.
- 59. 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.
- 60. 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.
- 61. The Contestant(s) understand that their selection will be based on a randomizer and selection software.
- 62. 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.

- 63. 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.
- 64. At no point of time will the Company/Producer be obliged to notify unsuccessful Contestants of its decision.
- 65. Whilst the Company shall make all reasonable endeavors 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).
- 66. 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.
- 67. 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.
- 68. In the event that there is a tie between two (or more) Contestants(s), the Company shall be entitled to determine in its absolute discretion which Contestant(s) is / are 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. No enquiries, appeals, verbal or written, shall be entertained in this regard.
- 69. 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

- 70. 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.
- 71. As part of Contestant(s) contribution to the Program/Competition, the Producer may request Contestant(s) to participate in any online/interactive activity relating to the Program/Competition 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.
- 72. The Winner(s) of the Competition, agree that they shall make themselves 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 them. 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) agree 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.
- 73. 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.
- 74. 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 without any additional compensation whatsoever.
- 75. Show Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property ownership rights, or violations of any law, rule or regulation. If Show Management is notified of submissions or materials that allegedly do not conform to these Rules, it may investigate the allegation and determine in good faith and in its sole discretion whether to reject Auditionee from the Show. The Show Management has no liability or responsibility to Auditionees or other users of the Voot App and Web Page for functioning or non-functioning of the Voot App and Web Page.
- 76. The Auditionees by participating in the Competition automatically grant Show Management, the Company a royalty-free, irrevocable, universal, transferable, non-exclusive right and license to use and display such entry for participation, and the Show, and any intellectual property rights in the content of the Competition and in relation to and arising out of such participation in the Show and images or footage thereof which shall include trade publications, press releases, electronic posting to the Web Page, or any other website, "Viacom 18" web site, channel, electronic hyperlinks to the Web Page, and any display format selected by the Company during the Show or use by the Company as they deem fit and mutually agreed between them, without any further documentation, permission or consent of the Auditionee. For avoidance of doubt the Company and Show Management wish to clarify that though the Show Management and the Company have a license to use and display such entry for participation, and the Show, and any intellectual property rights in the content of the Show and in relation to and arising out of such participation in the Show (as stated in detail above)

- the intellectual property rights in the materials thereto and any developments, creations supplementary and ancillary thereto shall always be owned by the Company.
- 77. By entering into the Show and/or accepting the rules and regulation, the Auditionees (individually) waives all copyrights, rights of publicity and any related rights and consents to the Company's right to picture, tape or portray her as a Winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Winner also consents to the Company's right to use Auditionee's (name), her voice or picture, audio, video, audio-video etc. recorded during the Auditions or shoot for the Show for the purpose of publicity of the Show ("Publicity Material"). The Company can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with the Company.
- 78. Auditionees agree to participate in the Competition and the Show at their own will and the Show Management, the Company are not in any way obligated or liable for any loss or costs that the Auditionees may suffer or incur and nothing is payable to the Auditionees for participating in the Competition or the Show or the events following the Show broadcast.

#### Questions and answers

- 79. 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.
- 80. The Company's decision on the correctness or incorrectness of any answer is final and binding on all Contestants.

# **Expenses of participation & logistics**

- 81. 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.
- 82. 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 Chennai).
- 83. 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.
- 84. The Company will not be responsible for any additional costs incurred by the Contestant(s) or their family / affiliates, etc. incurred directly or indirectly by way of his / her registration or participation in the Show / Competition.

#### **Prize**

- 85. The maximum prize which can be won in the Competition is Rs.1,00,00,000/- (Rupees One Crore Only).
- 86. It is not necessary that each Participant wins the maximum prize money. All payments made under the Competition shall be payable to the Participant only and shall be subject to TDS and such other applicable taxes, as maybe prevalent from time to time.
- 87. The Company shall make payments to the Participant(s), depending on the money won by them during the Competition, only after they have received all requested documents from such Participant (s). In case such Participant (s) fails to comply with the request for documents within 15 days of such a request, she shall forfeit the money receivable from the Company. The Company shall make payments to the Participant (s) within 120 days from receipt of the requested documents.
- 88. 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 Participant(s) / 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 Participant(s) / Winner(s).
- 89. The Company may refuse to pay winnings or reclaim all sums paid to Participant (s) in the event of her fraud, dishonesty or non-entitlement to participate in the Competition under these Rules & Regulations.

#### Other terms

- 90. 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 her from participation or winnings, immediately, as the case may be.
- 91. 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 are empowered to take decisions on any case or instances not covered by the present Rules and Regulations.
- 92. 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. Further, it does not take responsibility for any loss or damage that any Participant may suffer as a result of participating or attempting to participate in the Competition, the Competition being withdrawn or the Rules / format being amended.
- 93. 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.
- 94. 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.
- 95. All registrations shall be subject to completion of the procedures by the Registrant(s) (wherever required) as per instructions received (i) by the IVR, (ii) through SMS, (iii) on the Channel; (iv) via Voot app and (v) as per the Rules & Regulations.
- 96. 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.
- 97. If the operation of the Competition (including without limitation the operation of the related telephone systems, call center 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.
- 98. Notwithstanding a Contestant's participation in the Competition, there is no obligation on the part of the Company to broadcast any Show in which she has taken part, or any or all of his / her contribution as recorded by the Company.
- 99. 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.
- 100.In case the Winner(s) and / or Participant 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.
- 101.If Contestant(s) are unclear as to the Rules & Regulations of participation, she will have to send an email to "KOD@colorstamil.in". 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.
- 102. 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.
- 103.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.
- 104. 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.

- 105. 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 Contestants(s).
- 106. These Rules & Regulations shall be read in consonance with 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.
- 107. 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.
- 108. 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.
- 109. 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 Chennai.
- 110. Use of mobile phones will not be permitted during the shoot, and during the Auditions. It may lead to disqualification.
- 111. 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
- 112. The Company / Producer of the Competition is empowered to take a decision on any case not covered by the present Rules and Regulations

#### **Liability**

- 113. 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.
- 114. The Company, Producers, Judges, the host, the advertising agencies, the sub-contractors 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.

- 115. The Winner(s) and/or the Contestant(s) of the Competition agree that she shall hold harmless the Channel, Company, its employees, officers, sub-contractors or any other person in connection with the prize won by them 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.
- 116. 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 Auditions/Episodes/Show, or at the time of the Audition.
- 117. 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 her participation in the Audition or the Show Part, if selected.
- 118. 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.
- 119. Company / Producer and its sub contractors shall not be held responsible or accountable to any of the Contestant(s) and / or 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) and the Contributor(s) will be required to sign an indemnity in favor of the Company. The Contestant(s) and 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.
- 120. 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.
- 121. Apart from the entitlement to be part of the television Competition "Kodeeswari 2019", the Contestant or their 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) for the Audition or the Competition shall not be paid any consideration.

- 122. The only way to enter "Kodeeswari 2019" 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.
- 123. The Company shall not be under any obligation to User and shall have no obligation or rights in relation to the Competition and shall have no claims whatsoever against the Company relating to the selection process or the running of the Competition.
- 124. The Company shall not be responsible for:
  - I. Any delivery failures relating to the registration or uploading videos/presentations;
  - II. Show Management not receiving or rejecting any data;
  - III. Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
  - IV. Other conditions/situations or failures beyond its control.

The Rules and Regulations have been originally written in English and translated in Tamil. In case of any conflict in the interpretation of the clauses between the Tamil and English rules and regulation, the interpretation of the English rules and regulations shall prevail.

#### **Disclaimers**

- 125. The Voot App and Web Page are provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company and the Show Management disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the competition, Voot App and Web Site. Without limiting the foregoing, the Company and the Show Management specifically disclaim any warranty (a) that the Voot App or Web Page will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the Voot App and Web Site (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Auditionee's use of the Web Site, online entry form results in the need for servicing or replacement of Auditionee's or another's equipment or data, the Company and the Show Management are not responsible for those costs.
- 126. Participation in this Show is free of cost and all viewers/ Auditionee(s) are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Show Management abhors such practices and disclaims all responsibility for the same. The Show Management shall not be liable to any Auditionee for any amount paid in this regard.

# Annexure 1 - List of Operators and Circles for SMS and IVR

# For SMS & IVR refer list below

Sr. No.	List of operators	
1	Vodafone India	
2	Airtel India	
3	Idea India	
4	BSNL India	

Sr. No.	Vodafone-India	Airtel-India	Idea-India	BSNL-India
1	Andhra Pradesh	Andhra Pradesh	Andhra Pradesh	Andhra Pradesh
2	Karnataka	Karnataka	Karnataka	Karnataka
3	Kerala	Kerala	Kerala	Kerala
4	Tamilnadu	Tamilnadu	Tamilnadu	Tamilnadu
5	Chennai	Chennai		Chennai