Terms & Conditions

"TIMES NOW NAVBHARAT – Dekhega Navbharat Jeetega Bharat" Contest

By participating in the "<u>TIMES NOW NAVBHARAT – Dekhega Navbharat Jeetega</u> <u>Bharat</u>" on TIMES NOW NAVBHARAT (hereinafter referred to as the ('Contest'), you agree to have read, understood, and accepted the following terms: -

These terms, conditions, and guidelines ('Terms') are applicable to and govern the Contest organized and conducted by Bennett, Coleman & Company Limited ("BCCL"), for its Hindi News channel TIMES NOW NAVBHARAT (shall be referred to as 'Channel'). By accessing this document/post/website/participating in the Contest you ('You/'Participant/Participants') agree to abide by and be bound by these Terms. BCCL reserves the right to modify these Terms without any prior notification. You are hereby advised to regularly review these Terms. If you do not agree with any of the Terms and any amendments thereto, you must not use this site and/or participate in the Contest. Participation is voluntary and optional.

- The Contest is open only to Indian Citizens residing in India and who are at least 18 years of age or older on the date of participating in the Contest.
- Employees, directors, and/or officers (including immediate family members or members of the household) of BCCL, its subsidiaries, partners, affiliated companies, distributors, advertising, fulfillment and promotion agencies and all other companies or entities associated with the Contest are not eligible to participate.
- The duration of the Contest is from April 20th 2022 to July 28th 2022 (both days inclusive) from 6 a.m to 12 midnight ('Contest Period').
- Participants are required to give full details of their name, permanent address, permanent account number (PAN), phone number, age and such other details as may be required by BCCL. The Prize will be given to the Winner(s) (declared through/by the automated system) only upon furnishing of the required details and documents. Any information found to be incomplete, false or misleading shall result in automatic disqualification of the Participant. The personal information provided by the Participant/s will be saved/stored with BCCL until the completion of the Contest.
- By participating in the Contest, the Participant warrants that all information provided by the Participant is true, correct, accurate and complete and that the Participant is authorized to provide such information and consents to the use of such information by BCCL and/or affiliates.
- Participant gives BCCL the right to publish and broadcast anywhere in the world, for
 editorial, advertising, promotional, marketing and/or other purposes and in any media,
 Participant's and/or Winner's name, image, likeness and/or photograph (except where
 prohibited by law) without any further permission, consent or consideration in any

form, by whatever name called.

• How to participate:

- The Contest shall start from 20th April, 2022 and shall continue till 28th July 2022 (both days inclusive) from 6 a.m to 12 midnight on the Channel.
- To participate in the Contest and to receive a question via SMS, the Participant is required to give a missed call to the number flashed on the Channel anytime during the Contest Period.
- BCCL will flash the mobile number and the Prize of the day, at least 4 times in an hour, which will stay for 20 seconds on the Channel.
- By giving a missed call to the number flashed on the Channel, the Participants hereby grants consent to receive promotional messages.
- Upon giving a missed call and granting consent, the Participant will receive a question along with 2 optional answers. Each optional answers will have different mobile numbers and the Participant is required to give a missed call to the number given against the optional answer, which the Participant thinks is the right answer.
- Upon giving a missed call the Participant will receive "Thank you for participation" SMS as an acknowledgement. All Winners of the day will be declared on the fifth (5th) day after the Contest Day.
- Every day 5 (five) Winners (participants who have selected the correct answer) will be declared, who will be selected through an automated system. These Winners will be informed about the same by way of an email/sms along with the Prize won by them. Winners cannot re-participate during the Contest Period. ("Winner(s)").

• Prize:

Below are the Prizes for the Contest ("Prize"):

Product	Value(in Rs)
CAR	
Electric Scooter	
Mobile	
Smart Watches	
Smart watches/ bluetooth speaker	
Laptop	
Gold Coin(2 GM)	
32 inch LED TV	
Vacuum cleaner	

	Worth Rs.
1 Year Ration supply (vouchers)	120,000
	Worth Rs.
1 Year Supply of clothing (vouchers)	30,000
	Worth Rs.
1 Year supply of Fuel (vouchers)	60,000
Motorcycles	
Titan eye vouchers	Worth Rs. 2,500

The product, value, make and brand of the Prize is subject to BCCL discretion and BCCL can change the same any time during the Contest Period.

- The Winner(s) as selected, will be given the Prize which is allotted for that particular day of the Contest. Each Winner will be entitled to receive only one Prize during the Contest Period. The exact details of the Prize will be subsequently informed to the Winner(s) vide an email sent to their official email id. The product, value, make and brand of the Prize that the Winner will receive shall be decided by BCCL at its sole discretion. BCCL reserves the right to change the Prize and the same shall be final & binding. The Prize and its specification and features shown on screen or in any communication, including print ads, social media, Tv etc. are only for representational purposes and are subject to change without any prior notice or intimation.
- All Winners are solely responsible for payment of all applicable taxes and expenses in association with the Prize, including but not limited to Income tax, gift tax or any other statutory taxes, duties or levies, registration and insurance charges etc., as may be applicable from time to time arising out of the Prize, and for submission of proof of the same to BCCL, failing which BCCL shall not be responsible for delivering the prize to the Winner. The Winners agree to comply with the procedure, as intimated by BCCL. BCCL shall take reasonable endeavors to deliver the Prize, as soon as practically possible, to the Winner.
- BCCL's decision on selection of the Winners of the Contest shall be final and binding on all the Participants. BCCL shall not entertain any questions, enquiries on the manner of conduct of the selection of Winner, Winners' declaration, and the Contest from any party whatsoever.
- Notwithstanding anything contained herein, only the selected mobile number owner shall be given the Prize and BCCL shall not be liable to handover the Prize to any third person or party.
- Only the Winners shall be intimated via email about the Prize won by them. BCCL shall
 attempt to contact the Winner only once or more, at its sole discretion. All eligible
 Winners must send their details within 24 hours of receipt of a call or e-mail from
 BCCL, to be eligible for the Prize. If the eligible Winner fails to provide the aforesaid

- details within the time period, he/she shall be deemed to have forfeited the Prize.
- In the event, any Winner chosen is not contactable or is unable/fails to claim his/her Prize within forty-eight hours of receiving the intimation for any reasons whatsoever, the Winner is deemed to have relinquished the Prize, and then BCCL reserves the right to choose a substitute winner(s) who shall be entitled to claim the Prize(s).
- The Prizes are non-transferable, non-assignable, non-changeable, non-extendable. There is no cash substitution, cash redemption or cash value in lieu of the respective Prize. BCCL shall provide the Prize strictly as set out in these Terms.
- By participating in this Contest, you grant BCCL permission to use your name, photographs and likeness for advertising and promotional purposes in connection with the Contest, without additional compensations across all means, media and technology known now or invented hereinafter. The Winner agrees that the footage of any nature with regard to the Winner(s) shall vest with BCCL including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity. BCCL is permitted to share their personal details with its affiliates, partners and contractors for promotional purposes.
- All and any taxes and/or levies, as may be applicable on the Prize, that may be imposed by Central, State and/or local government authorities, from time to time, shall be borne and paid by the Winner.
- The Winner(s) of the Contest agree(s) that he/she shall hold harmless and indemnify BCCL, its Licensors and their directors, employees, officers or representatives, film partners in connection with the prize won or any loss, claim, demands, costs, damages, judgments, expenses or liability (including reasonable legal costs) by him/her in the Contest and prize and shall also not file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
- All participation is at the risk of the Participants and neither BCCL, its Licensors, its partners or its contractors are responsible for any loss of life, health, injury or damage to any person or Participant on account of participation in the Contest.
- BCCL reserves the right to alter/change/modify the dates, venues, procedure and schedules of the Contest without prior notice and neither BCCL nor its Licensors and/or partners shall be liable or responsible in any manner for any inconvenience/loss/hardship suffered by any Participant/Winner as a result of such change/alteration/modification.
- In the event any Participant is found to be violating the said Terms as set out hereinabove, then BCCL reserves the right to disqualify the Participant from further participation and /or take appropriate legal action against the Participant including but not limited to claims for compensation / damages for loss of reputation and/or breach of contract.

- Decision of BCCL with respect to this Contest and the Terms thereto shall be final, binding and non-contestable and no communication shall be entertained in this regard.
- By participating in this Contest, you acknowledge and agree that BCCL's licensor(s) and
 any of their respective parent companies, subsidiaries, affiliates, directors, officers,
 professional advisors, employees and agencies ("Licensors") are not in any way
 responsible for this Contest or any aspect of the same.
- THIS CONTEST, PRIZE AND OTHER RELATED OR INCIDENTAL SERVICES THERETO ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BCCL AND ITS LICENSORS AND/OR FILM PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THE QUALITY OF THE PRIZE AND NON-INFRINGEMENT IN RESPECT OF THE PRIZE, WEBSITE, OPERATOR SERVICES. WITHOUT LIMITING THE FOREGOING, BCCL SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE WEB SITE, TELECOM AND OTHER OPERATOR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THE SECURITY METHODS EMPLOYED TO PROTECT THE DISCLOSURE OF INFORMATION WILL BE SUFFICIENT, AND (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY.
- THE PARTICIPANT AND/OR ANY PARTY ("VISITOR") THAT ACCESSES THESE SERVICES AGREE THAT NEITHER BCCL, ITS FILM PARTNERS NOR ITS THIRD PARTY CONTENT LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, VISITOR'S USE OR INABILITY TO USE THE SERVICES MENTIONED (INCLUDING PARTICIPATING ΙN THE HEREIN CONTEST). PARTICULAR, NEITHER BCCL NOR ITS THIRD PARTY CONTENT OR SERVICE PROVIDERS WILL HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THE PRIZE, TERMS OF USE, VISITOR'S USE OR INABILITY TO USE THE SERVICES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. NOTWITHSTANDING STATUTORY CONTAINED HEREINABOVE, LIABILITY OF BCCL IS LIMITED TO THE VALUE OF THE PRIZE EACH WINNER IS ENTITLED TO RECEIVE.

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All disputes shall be subject to the laws of India and the Courts in New Delhi shall have

exclusive jurisdiction with respect to any dispute relating to the Contest.