

TERMS AND CONDITIONS

Duma Dum Diwali with Sonu Nigam Contest ("Contest")

1. This Contest is organized by Viacom 18 Media Pvt. Ltd. ("**Organizer**"), and is open to all individuals, and who meet the following requirements for participation ("**Participant/User**"):
 - 1.1. are citizens of India;
 - 1.2. are above 18 (Eighteen) years of age (Participation by minors will be deemed as participation with the prior consent and knowledge of the Participant's parents/guardians. In case of participation by Participants who are below 18 (eighteen) years of age: (a) participation in this Contest will be deemed as participation with the prior knowledge and unconditional consent of the Participant's parents/guardians; (b) these Contest terms and conditions are applicable to the parents/guardians of such Participants. It is made abundantly and evidently clear that such Participants are participating in the Contest with the consent and assistance of their parents/guardians. Accordingly, the Participants shall provide all the necessary documents/proof as required by the Organizer upon its request in this regard.);
 - 1.3. have a permanent place of residence in India;
 - 1.4. are viewers of the channel "MTV Beats" ("**Channel**");
 - 1.5. are mobile subscribers of Bharti Airtel, Vodafone Idea (VI), Mahanagar Telephone Nigam Ltd., Mumbai, Bharat Sanchar Nigam Ltd., and Jio ("**Service Provider**"); and
 - 1.6. have a valid Aadhar card and Permanent Account Number card;
 - 1.7. **are not winner or rejected winner of the former Contest(s) held by the Organizer prior to the current year.**
2. To participate in the Contest, a Participant need to provide the correct answer for 1 (one) question that shall be posted on the Channel or posted on any other platforms, as may be determined by the Organizer during the Contest Period (as defined hereinafter) through Modes of Participation, as provided below ("**Contest Entries**"). This is a daily contest, where there will be 1 (one) question posted on the Channel, every day, of each week of the Contest Period (defined below). The Participant may participate more than once to increase their chance of winning, however, only the first valid entry will be considered for each mobile number registered through any mode of entry throughout the Contest Period.
3. The questions may or may not differ every day during the Contest Period, the Winners shall be selected based on the correct answer, maximum correct answer received from same mobile number/individual during the Contest Period, and via a third party randomizer portal basis maximum correct answers, etc., as determined by the Organizer, in its sole discretion for said Contest. Detailed selection mechanism shall be as more particularly stated below. However, from a family, only 1 (one) participant can win 1 (one) gratification (i.e., gratification towards Daily Contest) during the Contest Period, even if he/she/ they, has / have answered correctly for all question(s) for all Daily Contests. If the winner and/ or any of his/ her family member gets listed/ repeated, the next best participant will be selected as a winner as per the selection of winner mechanism mentioned in the terms and conditions.
4. **Mode of Participation:** A Participant may participate in the Contest by following below step, during the Contest Period (defined below):

- a. Via WhatsApp ("**WhatsApp Site**"). To participate through WhatsApp Site, the User shall be required to follow the step-by-step mechanism in the manner as stated herein below:
- (i) The User needs to send their answer via WhatsApp to number 7286072860 displayed on Channel or such other platforms during the Contest Period.
 - (ii) The User would be required to either connect via their existing social media accounts or submit a form to register and provide basic details of the User such as participant's name, mobile number, city of residence, age, etc. as more particularly provided in the form/instructions on WhatsApp Site.
 - (iii) User would be provided a link to the terms and conditions of the Contest ("**Terms & Conditions**"), and once the User has read and understood the Terms & Conditions of participation of the Contest, if User is desirous of further participating in the Contest, in order to proceed, the User would be required to submit his/ her acceptance to the Terms & Conditions, as per instructions stated on the link/ WhatsApp Site.
 - (iv) Upon receipt of acceptance of the Terms & Conditions, the User would be provided access to daily contest question(s) for this Contest, and User may participate in the daily contest within the Daily Contest Time (defined below) during the Contest Period, as per this Terms and Conditions and any other instructions intimated by the Organizer from time to time.
 - (v) The User agree and acknowledge that he/ she would be allowed to submit their Contest Entries only if, and once the participant has accepted to the Terms and Conditions and as per the further instructions as may be provided on the WhatsApp Site.
 - (vi) Accepting the Terms and Conditions, by clicking on the submit button or by submitting acceptance in writing will be deemed acceptance on all Terms and Conditions, Rules, and requirements of present Contest, and submission of answer will complete the participation process.
 - (vii) The participant understands that once the Contest Entries are submitted, the process gets completed, the participant shall not be able to change/edit or delete the said Contest Entries. However, the participant may participate more than once, subject to this Terms and Conditions, and any other rules as may be implied by the Organizer with respect to this Contest.
 - (viii) Once the participant clicks the 'submit' button/ submits written acceptance, and completes the participation process, the participant shall be deemed to have read, understood, agreed and accepted these Terms and Conditions.

5. **Contest Period:**

- a. The Contest shall commence from 5th November 2023, and conclude on 14th November 2023 ("**Contest Period**") comprising a total of 10 (ten) daily contests, i.e., 1 (one) contest on each day of the Contest Period ("**Daily Contest**").
- b. Each Daily Contest shall commence and conclude between 8 A.M. to 11 A.M; ("**Daily Contest Time**"), and the Participant willing to participate in the Contest would be required to send their Contest Entries for each Daily Contest only during such Daily Contest Time, respectively.
- c. Any entries received after the respective Daily Contest Time for the said Daily Contest shall not be entertained, and shall be considered ineligible for the said Daily Contest.

- d. Daily Winners for each day of the Daily Contests shall be announced in the subsequent day between 12pm to 7 pm or at such other date/ time, as decided by the Organizer, in its sole discretion. Mode and manner of announcement of Winners shall be determined at the sole discretion of the Organiser.
 - e. All the Daily Winners for the entire Contest Period shall be selected for the eligibility of the Prize as per provisions elaborated below.
 6. **Selection of Winners:**
 - a. During the Contest Period, for the Daily Contests the Organizer shall select a total of **3 (three)** participants as daily winners' basis following criteria's/ mechanism/ level of selection:
 - i. Correct answer received from a mobile number/ individual.
 - ii. Maximum correct answer entries received from same mobile number/ individual; and
 - iii. Maximum valid correct entries selected by the randomizer software (third party portal) on pre-defined reservation criteria ("**Randomizer**") on reasonable endeavor basis from all correct entries received for the respective Daily Contests ("**Daily Winners**").
 - b. The selection of Daily Winners by the Randomizer will use the following pre-defined reservation criteria on reasonable endeavours basis:
 - i. Correct Answer; and
 - ii. While multiple entries from the same mobile number may be considered by the randomizer software, once a mobile number is chosen, it would not be chosen the second time during any of the rounds of the entire Contest Period.
 - c. In this manner, the Organizer shall select **total of 30 (Thirty) Daily Winners** across the Contest Period.
 - d. Each of the Daily Winners declared by the Organizer shall hereinafter be collectively called as "**Winners**", and each such Winner shall be further selected, and become eligible for gratification as detailed below.
 7. The gratifications will be distributed to the Winners within 45 (forty five) days of the Contest, or at such dates, times and locations as specified by the Organizer. The Organizer shall have the right, at its sole discretion, to change/ modify/ replace or omit the gratifications listed above, and the Winners shall not have the right to claim any damages or monies from the Organizer. By participating in this Contest, the Winners waive their right to make any such or other claims against the Organizer.
 8. **Gratification/ Prize Details:**
 - a. **Each Daily Winners** shall be eligible to receive 1 (one) MTV Beats gift hamper worth approximately INR. 1,500/- (Indian Rupees Fifteen Hundred only), as determined by the Organizer, at its sole discretion, as gratification towards his/ her winning in the Contest.

- b. Inability of any Winners to make himself/herself present to avail the gratification for any reason whatsoever shall result in the disqualification of the Winners and disentitlement to the Prize. The Winners shall have no claims whatsoever against the Organizer for any reason. Organizer takes no responsibility, liability or any other expenses for/ towards the Prizes, its redemption etc.
 - c. Any issue (technical/ non-technical) with the gratification shall be dealt and settled between the Winners, and respective manufacturer/ service provider. Any issues/disputes pertaining to the gratification shall be dealt and settled between the Participant/ Winner, and respective manufacturer/ service provider. No claim, requests or demands of whatsoever nature, in this respect shall be entertained by the Organizer.
 - d. For the sake of clarity, it is understood that each such Winner shall be entitled to only 1 (one) prize which shall be given to the Winner subject to the terms and conditions mentioned herein and at sole discretion of the Organiser.
 - e. The specifications, nature, form and other particulars of the Prize or gratification shall be as determined solely by Viacom18 in its sole discretion and shall be subject to such terms and conditions as may be informed by Viacom18 at the time of declaration of the Winner, unless states otherwise in this terms and conditions or as may be communicated from time to time by Viacom18.
 - f. Organizer takes no responsibility, liability or any other expenses for the Winners.
9. The charges applicable for use of SMS shall be premium rates/ as applicable, as charged by respective Service Provider. SMSes originating from a particular number shall be deemed to be from the owner of the number. All other incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant. The Organizer shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of the SMS usage charged by the Service Provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the Service Provider without involving Organizer.

10. **TERMS OF USAGE OF THE WHATSAPP SITE:**

- a. The mobile number used to send message shall be owned and in registered in the name of the User participating and submitting details and Viacom18 shall not be required to separately investigate the details of same.
- b. Users are not permitted to reproduce, distribute, modify, display or make use of the contents of the WhatsApp Site in any manner and purpose including but not limited to photographs been displayed on the WhatsApp Site. Any unauthorized use of the WhatsApp Site and its content may violate copyright laws, trade mark laws, information technology laws as well as applicable laws of privacy and Viacom18 shall in no manner be responsible for the same. 'Unauthorized use' shall include but not limited to any usage of the WhatsApp Site and its contents other than as specified herein. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any copyright or other intellectual property rights.
- c. By accessing and using this WhatsApp Site, you agree that these Terms and Conditions of use are acceptable to you. Viacom18 reserves the right, at its discretion, to change, modify, add, alter, delete or remove portions of these Terms and Conditions without any further notification to the Users. Your continued use of this WhatsApp Site following the posting of any change or modification of these

Terms and Conditions shall mean you accept those changes or modifications. Viacom18 reserves the right to withdraw access to this WhatsApp Site and to change, modify, revise, remove the materials, Daily Entries, submissions, photographs, dedications comments, look and feel, or any other changes and termination of access to this WhatsApp Site at any time with or without any notification to the Users at its sole discretion.

- d. In order to access the WhatsApp Site, you may be required to provide information about yourself and/or your friend(s)/ third parties dependent on the Contest requirements, either directly or by providing access to Viacom18 of your Facebook/ Instagram/ other social media/ digital account information as part of the registration process as specifically stated in the instructions, or as part of your continued use of the WhatsApp Site. You agree that any registration information you directly give to Viacom18 or made available to Viacom18 through your Facebook or other accounts, will always be accurate, correct and up to date. The User understands that this will not enable Viacom18 to post anything on behalf of the User and shall be accessed only for registration purposes.
- e. You agree to use the WhatsApp Site only for purposes that are permitted by (a) these Terms and Conditions (b) any applicable laws, regulations or generally accepted practices or guidelines in the Territory.
- f. You agree not to access (or attempt to access) the WhatsApp Site by any means other than through the WhatsApp Site interface that is provided by Viacom18. You specifically agree not to access (or attempt to access) the WhatsApp Site through any automated means (including web crawlers).
- g. You agree that you will not engage in any activity that interferes with or disrupts the WhatsApp Site (or the servers and networks which are connected to the WhatsApp Site).
- h. You agree that you are solely responsible for (and that Viacom18 has no responsibility to you or to any third party) any breach of your obligations under these Terms and Conditions for the consequences (including any loss or damage which Viacom18 may suffer) arising out due to such breach.
- i. Upon your acceptance of these Terms and Conditions, Viacom18 shall have access to your Facebook / WhatsApp/ social/ digital profile information (as made available by you in public domain), including, without limitation, your display name and display picture and such other details as might be submitted by the User on the registered profile by registering on the business WhatsApp link.
- j. User understands and agrees that this is a onetime registration process and the details submitted by the User by accessing the SMS link and registering on the business WhatsApp as per instructions therein, will be retained by Viacom18 and this registration shall enable User to participate in other activities/ contests/ etc of Viacom18 from time to time the User has registered on the business WhatsApp, you agree that the proof time, for which there will be separate terms and conditions and instructions intimated to the User on its registered WhatsApp profile from time to time.
- k. All the personal information and data provided by you while using the WhatsApp Site shall be used, shared and protected by Viacom18 to the extent and as per the privacy policy adopted by it from time to time.
- l. By accepting these Terms and Conditions, you hereby consent to Viacom18's collection of yours and other people's (featuring in your photographs/ display/ entries) personal information and submission during the use of the WhatsApp Site to exploit the same as deemed fit for the purpose related to the Contest and for Viacom18 to share such information with its employees, affiliates, representatives and service providers on the "need to know" basis. Further, you hereby expressly allow and permit Viacom18 to use your personal information and data in accordance with Viacom18's privacy policy.

- m. By accessing and using the WhatsApp Site, you expressly permit Viacom18 to use below details as updated on the account and/or on various social media accounts as made available by you to Viacom18:
 - a) your display name;
 - b) your display picture;
 - c) To post on your Facebook wall, if deemed necessary by Viacom18, the promotional text/image/audiovisual clips, comments, reviews, updates and other information related to the Channel, Contest, WhatsApp Site and various services etc.

If you do not wish to permit Viacom18 to perform the foregoing acts, please do not participate in the Contest.

- n. All Users shall have a valid Username and password on Facebook website (the “*Account*”) in order to access and use the WhatsApp Site. Viacom18 shall only have access to the Users profile picture, photograph submitted by the User, friend’s details, dedication and such related information as may be provided by User. Viacom18 does not and shall not require at any time, the password of User’s Account in order to allow the User to access the WhatsApp Site. It shall be the sole responsibility of the Users to maintain the confidentiality and security of their Account. You should not reveal your Account information to anyone else or use anyone else’s account. Your User Account and password are personal and should be kept confidential. You are solely and entirely responsible for maintaining the confidentiality of your Account and for any charges, damages, liabilities or losses incurred or suffered as a result of you failure to do so. Viacom18 is not liable for any harm caused by or related to the theft of your Account, email address, your personal information, disclosure of your Account, or your authorization to allow another person to access and use of the WhatsApp Site using your Account. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account in the WhatsApp Site including any charges incurred relating to any services availed on the WhatsApp Site, if any and you agree to immediately notify Viacom18 of any unauthorised use of your Account or any other breach of security.
- o. Although Viacom18 will not be liable in any manner whatsoever for your losses caused by any unauthorized use of your User Account, you may be liable for the losses suffered by Viacom18 or others due to such unauthorized use. In consideration of your use of the Site and the Services offered therein, you agree, where information is requested, you will provide true, accurate, current, and complete information about yourself, and to maintain and update it promptly. You agree that if any information you provide is false, inaccurate, not current, or incomplete, Viacom18 may terminate your access and use to the WhatsApp Site and/or the Services/features offered therein.
- p. You agree not to post any comment/Content on the WhatsApp Site, which in any manner discloses personal identification information of either yours or any third party.
- q. Viacom18 shall at its sole discretion show either wholly/ partially or edited dedication messages along with the profile picture of the User and for the sake of clarity, Viacom18 shall have the sole and unfettered rights to edit, alter, modify and/or delete the entries. Neither the User nor any third party shall dispute the same. Viacom18 shall have the sole and absolute right to disqualify or not broadcast the profile picture of the User and the User shall in no manner dispute or question the same.
- r. Viacom18 shall not be obligated to intimate/ announce the shortlisted User about his/her selection of the entries. The User shall be required to watch the Contest on the channel to view his/her selection/dedication.
- s. Viacom18 reserves the right to not select a particular entry including but not limited to disqualification of the shortlisted entries if:
 - a) the details of the User are not correct in the opinion of Viacom18; or

- b) entries so required are incomplete, misleading or untrue; or
 - c) if the User does not comply with the requirements and instructions of Viacom18.
 - d) if it comes to the notice of Viacom18 that the Content is not original and has breached the representations and warranties provided herein including infringement of copyright.
- t. It is in Viacom18's sole discretion to use/not to use the submission/Daily Entries in the manner contemplated herein. The User shall not have the right to claim any damages or monies from Viacom18 and by participating in this Contest, the User waives their right to make any such claims against Viacom18 whether or not credit is provided to the User and/or whether or not the submission/Daily Entries is used and whether or not the content is promoted by Viacom18.
- u. The User shall not post any Prohibited Content on the WhatsApp Site. The following contents are strictly prohibited on the WhatsApp Site ("**Prohibited Contents**"):
- (i) Content that is or may generally be considered by applicable law or in Viacom18's discretion as being pornographic, obscene or discriminatory (including without limitation racial, gender or religious slurs) and/or constituting hatred statements; or statements designed to incite violence or hatred, or threats to cause bodily harm;
 - (ii) Content that is illegal or unlawful;
 - (iii) Content that is known to be false or misleading;
 - (iv) Content that infringes or may infringe the intellectual property rights or privacy rights of any third party or infringes on a duty of non-disclosure to another party and shall not contain content which infringes any third party's right of publicity, right of privacy, moral rights, and/or any other applicable personal or proprietary rights.
 - (v) Content promoting commercial products and/or services of any third party;
 - (vi) Content that breaches or would breach the security of another User's Account or that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy, without the knowledge and consent of such person or otherwise contains destructive code;
 - (vii) Content that may expose Viacom18/the Channel or any other Users to harm or liability of any type;
 - (viii) Impersonation of any person or entity;
 - (ix) Conducting an attack on or insulting person or entity.
 - (x) Content that is not suitable for presentation in a public forum, in sole determination of Viacom18.
 - (xi) Content shall not contain pictures that could be construed as defamatory, libelous, or slanderous.
 - (xii) Content shall not contain pictures which violates any Indian or international law, statute, ordinance, regulation, rule, policy, guidelines, etc. (including, but not limited to, intellectual property rights, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising).
 - (xiii) Content shall not contain pictures that engages in, encourages, advocates, discusses with the intent to commit, or provides instructions for conduct that would constitute a criminal or civil offense or would otherwise violate any local or international law or rule.
 - (xiv) Content shall not promote or advertise any product(s), service(s) or brand(s).
 - (xv) Content shall not contain material or pictures that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group or that is otherwise unlawfully threatening or

unlawfully harassing to any individual, partnership, corporation, or political body.

- (xvi) Content shall not contain material or pictures for which a User was compensated or granted any consideration by any other third party.
 - (xvii) Content shall not disparage any person or party.
 - (xviii) Content shall not contain pictures that depicts alcohol, tobacco or narcotics.
 - (xix) Content shall not in any manner depict or encourage harm or injury to any person, party, animal.
 - (xx) Content shall not contain text, images or artwork not created by the User.
- v. Please carefully choose the content /submission/ Daily Entries, you post on the WhatsApp Site, Your Facebook Account (including profile picture) and posts on the WhatsApp Site, must not include any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. STRINGENT PENAL AND By participating in the Contest, the Participants represent and warrant that the Contest answer(s) provided by the Participants shall be in response to the Contest and original entries, and shall not be in breach of any third party rights or defame/offend any person, sect, cast, etc. and that it shall in no manner infringe any rights including the copyright of a third person/party. If the photo and/or videos submitted by the Participants features any third party other than the Participants, Participants shall ensure same with express approval of all such third party therein and shall be solely liable for same. In the event of any violation to the aforementioned, Participants shall be disqualified from the Contest with immediate effect. By participating in the Contest, the Participants also represent and warrant that they shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify the Organizer for any loss, claim, dispute, disrepute, disruption caused to it.
- w. ACTIONS WILL BE INITIATED AGAINST THOSE FOUND INDULGING IN ABOVE REFERRED ACTIVITIES. Any User or member who publishes or transmits or causes to be published in the electronic form, any material which is lascivious or appeals to the prurient interest or if its effect is such as to tend to deprave and corrupt people who are likely, having regard to all relevant circumstances, to read, see or hear the matter contained or embodied in it shall be strictly treated under the relevant provisions of the Information Technology Act of India and as per the provisions of Indian Penal Code of India and other appropriate laws applicable in this regard in the Territory. Despite this prohibition, information provided by other members (for instance, in their profile picture) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and Viacom18 assumes no responsibility or liability for this material. If you become aware of misuse of the Account/Site/Services provided by Viacom18 by any person, please immediately contact Viacom18 at the following email address: info@mtvbeats.in
- x. Viacom18 reserves the right to remove any submissions/contents/daily Entries/ Prohibited Contents and/or to suspend or terminate the right to access and to use the WhatsApp Site with immediate effect if a User is suspected of posting Prohibited Contents or performing any act which, in Viacom18's sole discretion, merits suspension or termination of the right of use. Due to the volume of Submissions, Viacom18 may not be able to include every submission comment / Daily Entries (posted on the WhatsApp Site). By posting your submission, you hereby represent and warrant that:
- a) You either own or control all of the rights to the Daily Entries submitted;

- b) You have obtained permission from the owner of the submissions/ Daily Entries to submit the information on the WhatsApp Site (*wherever applicable*); and
- c) You have received all necessary permissions to submit such information to be used in accordance with these Terms and Conditions.
- y. You may post comments/messages so long as such submissions/ Daily Entries are not illegal, obscene, offensive to any caste, class, community or individual, threatening, defamatory, invasive of privacy, infringing of *Intellectual Property Rights*, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam". You may not use a false Account, email address, and impersonate any person or entity, or otherwise misleading in any manner.
- z. By accessing to the WhatsApp Site, you expressly grant Viacom18 permission to use, reproduce, prepare derivative works and distribute submissions (in whole or in part) or any posted contents/ comments/ suggestions/ ideas/ material or other submissions by you.
- aa. The WhatsApp Site and any services/features/functions/options, design/look and feel, and ideas of it are the intellectual property of Viacom18 and its affiliates and licensors (as the case may be) and no portion of the WhatsApp Site may be copied or disseminated by you without Viacom18's express prior written approval.
- bb. Your submission of the Submissions, content, suggestions, views and ideas etc. on the WhatsApp Site is voluntary and you agree and acknowledge that Viacom18 has perpetual, irrevocable, worldwide, non-exclusive, royalty free license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Submissions/comments/contents/ideas/views which you post on the WhatsApp Site and to develop themes/ideas/features/options/other material in a manner as it deems fit using such Submissions/comments/contents/ideas/views without any payment or other consideration of any kind or permission or notification to you or any person.
- cc. Viacom18 shall not be obliged to give reasons for rejecting any submissions/comments/content/views/suggestions/ideas/ Daily Entries etc.
- dd. Viacom18 reserves the right to remove any User, submissions, comment, content, views, suggestions, ideas etc. at its sole discretion, should an objection thereto be lodged/posted or should Viacom18 suspect that an objection may be lodged against such posting or for any other reasons whatsoever as determined by Viacom18.
- ee. You warrant that the Submissions, contents, views, suggestions, ideas etc. you submit on your Account and/or in the WhatsApp Site: (i) are original and accurate, and (ii) do not violate and will not violate the rights of any third party or any local, state, national or foreign law, including any right of publicity, right of privacy or any other proprietary right. Viacom18 takes no responsibility and assumes no liability for any Submissions/ contents, etc posted by you or any third party.
- ff. By posting any Submissions, you acknowledge and agree that Viacom18 may create on its own or obtain many submissions that may be similar or identical to Submissions/content/ideas/views/suggestions you submit through the Site or other channels and means and sources. You hereby waive any and all claims you may have had, may have, and/or may have in the future, in the event Viacom18 utilizes in any manner such comment/content/ideas/views or similar to such Submissions/content/ideas/views.
- gg. All the Submissions, comments, contents, views, suggestions, ideas etc. posted by Users on the WhatsApp Site shall be monitored and moderated by Viacom18 before being published or rejected by Viacom18 at its sole discretion. Viacom18 reserves the right (but shall have no obligation) to pre-screen, review, flag, filter,

modify, refuse or remove any or all Submissions/ comments, contents, views, suggestions, ideas, features, options, services etc. from the WhatsApp Site. Viacom18 reserves the right to edit, amend or alter any Submissions, comments, contents, views, suggestions, idea etc. submitted on the WhatsApp Site as it deems fit. You agree and acknowledge that Viacom18 shall solely decide which User's Account/profile picture, Submissions comment, content to be shown on the Channel and such decision of Viacom18 shall be final and binding on you without any dispute.

- hh. You hereby grant express permission to Viacom18 to post the promotional content on a regular basis on your Account wall, for the purposes of promotions and information related to the application/ WhatsApp Site/ Channel/ other contest and other services of Viacom18 etc. This can be done across all platforms including but not limited to web and wap interface or such other interface that may come into existence in future.
- ii. The purpose of Viacom18 making the WhatsApp Site available to the Users is to only enhance the viewership of the Contest and Channel by allowing Users to participate in the manner permitted by these Terms and Conditions. You take sole responsibility for the submissions, contents, dedications, comments, suggestions and ideas posted on your Account/the WhatsApp Site and usage of the information by you provided by other Users at your own risk. Any opinions expressed by Users remain the sole opinion of that individual and should not be regarded as representing or expressing the views or opinions of Viacom18. Viacom18 shall not disclose your personal information to third parties, unless you have specifically agreed to this or Viacom18 is required to do so in terms of applicable laws. Your participation by way of posting any Submissions, contents, dedications comments, casting votes, views, suggestions, ideas etc. will be construed as an acceptance of these Terms and Conditions.
- jj. In case of any technical difficulties or for maintenance, if the WhatsApp Site results in temporary interruption, Viacom18 and its licensor(s) will make reasonable efforts to rectify the snag as early as possible. If, for any technical reason and under unavoidable circumstances Viacom18 and/or its licensor(s) need/s to discontinue, temporarily or permanently, any Services, functions and features of the WhatsApp Site with or without notice and if any Service feature, function, option is not available (whether perpetual or permanent) due to technical default or expiry/predetermination of contractual rights between Viacom18 and its licensor(s), Viacom18 reserves right to suspend any activity on the WhatsApp Site with or without further notification to the Users until fixation of such technical default.
- kk. Under the said circumstances, Viacom18 shall not be liable for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the services, features, functions and options, which is beyond reasonable control of Viacom18.
- ll. You also may not use, nor allow others to use, your Account or the WhatsApp Site and its related services, features, functions and options, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the WhatsApp Site and its related Services, features, functions and options or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on the WhatsApp Site on Viacom18 part or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the WhatsApp Site.
- mm. You are prohibited from violating or attempting to violate the security of the WhatsApp Site, the services, features, functions, options available on the WhatsApp Site, including, without limitation: (a) accessing data not intended for

you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the WhatsApp Site, the services, features, functions, options available on the WhatsApp Site or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the WhatsApp Site, the services, features, functions, options available on the WhatsApp Site or service to any User, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security by you may result in civil or criminal liability. Viacom18 has the right to investigate occurrences, which may involve such violations and Viacom18 may involve, provide information to and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the WhatsApp Site in a manner that sends more request messages to Viacom18 servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, Viacom18 grants the operators of public search engines permission to use spiders to copy materials from the WhatsApp Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Viacom18 reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including Account names/Users, from the Site, nor to use the communication systems provided by the WhatsApp Site for any commercial solicitation purposes.

- nn. Viacom18 shall not be liable in any manner under any circumstances whatsoever for any loss or damage arising out of or in connection with the reliance on any Submissions, comments, contents, suggestions, views and ideas shared/posted on the WhatsApp Site.
- oo. Viacom18 makes no representations or warranties of any kind and disclaims all express or implied, and statutory warranties including, without limitation, warranties as to accuracy, timelines, and completeness, fitness for any particular purpose, non-infringement as to the Submissions (including comments, contents and ideas) posted on the WhatsApp Site and inclusion of the Users' profile picture, posts/comments on its Channel. Viacom18 is not responsible for any errors or omissions in the Terms and Conditions contained herein.
- pp. You agree to indemnify and hold Viacom18 and its parent/affiliate/subsidiary/group companies and its licensor(s) harmless from any and all demands, liabilities, losses, costs and claims asserted against them that may arise or result from your use (including sharing Submissions and contents) of the WhatsApp Site.
- qq. You hereby release and hold Viacom18 and its parent/affiliate/subsidiary/group companies and its licensor(s) harmless with respect to any claims, damages, costs, losses and expenses, including reasonable attorneys' fees, due to or arising out of the Submissions, content, views and idea you submit, post, transmit or make available, the use of such Submissions, content, views and ideas by Viacom18 on its Channel or for any purpose, your use of the features/options/Services of the WhatsApp Site, your violation of these Terms and Conditions, or the violation of any third party's rights by you including, without limitation, intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability, direct or indirect, vicarious, contributory, or otherwise.
- rr. As provided above, all information, technology and service provided by Viacom18 via the WhatsApp Site or on its Channel, if any, shall, at all times, be on an "as is" and "as available" basis. Any representation or warranty of any kind, express or implied, as to the WhatsApp Site or its operation/service is hereby

disclaimed by Viacom18. To the maximum extent permitted by applicable law, Viacom18 and its licensors, disclaim all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Viacom18 makes no warranty that the Site will meet your requirements, or that the WhatsApp Site shall be uninterrupted, timely, secure, or error free; nor does Viacom18 makes any warranty as to the results that may be obtained, if any from the WhatsApp Site or inclusion of Users' account, profile picture, dedications, comments, contents on the Music Slot, or as to the accuracy or reliability of any content/service obtained/offered through the WhatsApp Site. Viacom18 makes no warranty regarding any goods or services purchased or obtained through the WhatsApp Site offered by any third party (but not Viacom18) or any transactions entered into through the WhatsApp Site.

- ss. In consideration of a chance to be promoted by Viacom18 on its Channel or such other modes, medium or platforms as may be determined by Viacom18, the Users assigns to Viacom18, its parent companies, affiliates, brands, subsidiaries, successors, licensees and agents and such third parties that they designate or license the Submissions or entries from time-to-time (all of the foregoing, the "**Licensed Entities**") an exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sub-licensable and transferable right and license to use, assign, issue copies, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, transmit, display, communicate to the public, perform, sell, license, sub-license, assign, and exploit (commercially or otherwise) such Submissions and content, in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from the User. Without limitation of the foregoing, submission of Submissions constitutes the agreement from the User that the Licensed Entities have absolute rights (but are not obligated) to broadcast the Submissions/ content or any part thereof on any platform whatsoever, (whether now existing or launched in the future) and for any purposes whatsoever, and to reproduce, adapt and distribute the Submissions/ content in all media whether now known or later developed. Nothing contained in Section 19(4) of the Copyright Act, 1957 shall apply to the assignment granted herein.
- tt. Users expressly agree that broadcasting the User details, Submissions and any other content posted is good, full, complete, total and valuable consideration for the rights assigned by the Users to Viacom18 herein, the receipt and sufficiency of which the User hereby acknowledge.
- uu. Without limitation of the foregoing, in no event will the Users be entitled to, and the Users shall waive any right to, enjoin, restrain or interfere with:
- a) use and exploitation of such Submissions as permitted hereunder; or
 - b) the exploitation of any of the Licensed Entities' rights hereunder.
- vv. The User expressly represents and warrant the following:
- a) Submissions is not created by using any of the automated computer system. Normal Internet access and usage charges imposed by online service shall apply and has to be borne by the User.
 - b) No license fee, royalties, charges, etc. are payable to any person/party/copyright society anywhere in the entire world, in relation to the Submissions and the Submissions is rights clear.
- ww. Income tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, shall be payable by the participant, if directed by the Organizer. In case the User fail to comply with the applicable laws or pay the requisite taxes, costs, levies, charges, expenses, etc., if any, the User shall indemnify Viacom18 of any losses, expenses, costs, actions, claims, etc. for the same.

11. Specific Representations and Warranties

Each Participant represents and warrants that;

- a. his/her participation is voluntary with his/her own free will and consent and is not forced to participate in this Contest;
- b. he/she, have read and accepted these Terms and Conditions.
- c. that he/she will comply with all the applicable laws of the state/ India, Rules associated with the Contest including but not limited to the Terms & Conditions mentioned herein and associated with the Prize (if applicable), and the Participant shall be liable for any breaches/violation/non-compliance.

In the event of any violation/breach to any of the aforementioned representation and warranties or any other terms or condition, the Participant(s) shall at the discretion of the Organizer be disqualified from the Contest with immediate effect. By participating in the Contest, the Participant also agrees that they shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify the Organizer, for any loss, expense, liability, claim, dispute, disrepute, disruption caused to it, including attorney fees.

12. The Participants/Winner(s) acknowledge that the Organizer shall not be liable for any costs, expenses, charges, fees etc. incurred by the Winner(s) in participating in the Contest, and the Winner(s) shall be absolutely responsible and solely liable for the same. All costs and expenses that are not specifically covered by the Organizer and not set out herein shall be solely borne by the Winners and no monies will be reimbursed by the Organizer and/or the Sponsor. Organizer takes no responsibility, liability to reimburse or compensate in any manner, towards the Winner's expenses including without limitation any expenses incurred towards travel, food, beverages and/or any other costs that may be incurred by the Winners to avail the Prize or to utilize the Prize. The Organizer shall not be responsible or liable in any manner whatsoever for any incident, accident that may occur during the course of the Winner's participation and/or otherwise in relation to the Contest or during the collection of the Prize.
13. The Participants shall not be entitled to win the Prize simply by the reason of participating in the Contest. Further, the Winners so selected shall be entitled to win the Prize as set out hereinabove. The selection process may be revised and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection.
14. By participating in the Contest, the Participant agree to be bound by any rules, regulations, guidelines or policies ("**Rules**") associated with the Contest and agree to be bound by any decisions made by the Organizer, including any interpretations of such Rules by the Organizer.
15. The Organizer may at its discretion publicly announce the name of the Winners.
16. The Organizer reserves the right to disqualify the Participants immediately from the Contest if Participants have supplied untruthful, inaccurate or misleading details and/or information, of any nature and/or have failed to abide by the Rules and/or are in breach of the terms hereof.
17. The Participant represents, warrants and agrees that no text/ tweets submitted will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material and the Participant shall indemnify and hold the Organizer, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand,

damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with such texts/ tweets submitted with concerned Contest and with hashtags provided herein or any other requirements related to the Contest.

18. By participating in the Contest, the Participants represent and warrant that the Contest Entries provided by the Participants shall be in response to the Contest and original entries, and shall not be in breach of any third party rights or defame/offend any person, sect, cast, etc. and that it shall in no manner infringe any rights including the copyright of a third person/party. If the photo and/or videos submitted by the Participants features any third party other than the Participants, Participants shall ensure same with express approval of all such third party therein and shall be solely liable for same. In the event of any violation to the aforementioned, Participants shall be disqualified from the Contest with immediate effect. By participating in the Contest, the Participants also represent and warrant that they shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify the Organizer for any loss, claim, dispute, disrepute, disruption caused to it.
19. For sake of clarity, no Participant will be considered as final Winners, unless when he/she has been specifically declared as a Winners by the Organizer, and not merely when he/she has been contacted by Organizer for verification or any other purpose.
20. **Verification:** Before being considered and declared as a Winner, such Participant may be contacted anytime by Organizer either on their direct messages to their mobile/ contact number (used by the Participants to participate in this Contest) or use such other mode of communication as may be determined by Organizer at its sole discretion. Such contacted Participant shall be required to immediately provide Organizer with such information as asked for by the Organizer (including mobile number, e-mail address, residential address etc.), and also the following documents immediately upon such request by Organizer: a) PAN card b) Proof of identity cum permanent address proof – Aadhar card / Election card/Passport/ permanent Driver's License c) copy of NOC d) Birth Certificate/Identify certificate from schools such other documents as may be required by the Organizer from time to time, in such manner as required by Organizer. It is hereby clarified that information and documents shall pertain to such Participant only and not of any other person. Upon verification of the documents submitted by such Participant to the satisfaction of the Organizer, Organizer shall declare such Participant as the Winner. Subject to timely co-operation by such Participant in verification, the Organizer directly communicate to the Winner of their win through direct messages to their mobile/ contact number (used by the Participants to participate in this Contest) or via such other mode of communication as may be determined by Organizer.
21. The Prize/s are non-transferable, may not be exchanged for cash. Prize not honoured as required or otherwise not claimed on same day after delivery of notification or otherwise if the Winner is not available on date, time and venue as indicated by the Organizer, the Prize will be forfeited and awarded to an alternate winner unless otherwise stated. No request shall be entertained by the Organizer in this behalf and Organizer decision shall be final.
22. Furthermore, the Organizer may at any time either forfeit the Prize or announce another Winner in place of the originally announced Winner if:
 - (i) the documents or details of the Participant/Winner is not correct in the opinion of the Organizers; or
 - (ii) documents so required are incomplete, misleading or untrue; or
 - (iii) the Winner/shortlisted Participant do not have valid documents as may be required for the purpose of the Prize;
 - (iv) the Winner/shortlisted Participant do not sign the confidentiality, release letter or any other documents required, if any, by Organizers in relation to the Prize; or

- (v) if the Winner do not approach the Organizer at the contact details provided by the Organizer, immediately upon such request by Organizer.
23. In the event of unforeseen circumstances beyond the control of the Organizer, and the Gratification not being made available to the Winner(s), the Winner(s) shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest the Winner(s) waive their right to make any claims against the Organizer.
 24. The Winners acknowledge that the Organizer shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to them, including, either before, during or after availing the Prize; or before, during or after the Contest; or while traveling to or away from the venue; and no such accident (etc.) will be attributed to the Organizer and the Organizer shall not be held responsible for the same nor shall the Organizer be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
 25. All the Winners undertake not to divulge, publicize or disclose any details whatsoever, with respect to availing the Prize by the Winners, to any other person or on any media platform, including on-air, on-print and/or online.
 26. For the purpose of clarification and avoidance of doubt, the Prize does not include any personal expenses of the Winners and the Winners shall be responsible for any additional expenses/incidental expenses required to be incurred to avail the Prize and/or incurred otherwise.
 27. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free gratification/s, shall be payable by the Organizer.
 28. The Organizer shall not be responsible for the quality or deficiency etc. of the Prize/s and no claim or request, whatsoever, in this respect shall be entertained by the Organizer.
 29. Employees of the Organizer and/or their associate and affiliate companies/ concerns and/or sponsors will not be qualified for winning any Prize/s in the Contest.
 30. The information of the Winners shall be provided by the Organizer/ Sponsor to others assisting the Organizer/ Sponsor in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, prize suppliers, distributors, deliverers and service providers (as applicable).
 31. The Organizer reserve the right to change/ modify terms and conditions and/ or criteria of the Contest and / or the Prize for the Contest and/ or the duration/ timing of the Contest, at any time at their own discretion and without any prior notice and without assigning any reason. In case of any dispute or difference in respect of this Contest, decisions of the Organizer shall be final, binding and irrevocable.
 32. The Winners shall be intimated by the Organizer directly. The Organizer shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/s from any party whatsoever.
 33. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizer.
 34. The Participants acknowledge that they do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Contest.

35. The Participant acknowledge that he/she will not hold the Organizer and/ or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
36. The Winners hereby represent and warrant that they will comply with all the Rules associated with the Contest including but not limited to the Terms & Conditions mentioned herein and associated with the Prize, and that the Winners shall personally be liable for any breach thereto.
37. The Participants hereby agree and undertake that mere announcement/declaration of being announced as a Winners shall not entitle him/her to the Prize. Only upon fulfilling all Rules mentioned herein, to the satisfaction of the Organizer, including compliance with all precautionary measures and agreeing to the terms of the release letter, shall the winning be validated.
38. The Organizer shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the Contest Period; or for prizes not reaching the Winner(s) due to any reasons; or for any reasons beyond the control of the Organizer.
39. By participating in the Contest and accepting the Prize, the Winners waive all copyrights and any related rights and consents of the Organizer's right to click photographs (use photographs, videos submitted by the Winners in any form/ format whatsoever), take pictures, shoot audio-visuals, tape, record, exhibit or portray them as the Contest Winners and/or publish any content submitted by them. The Winners further grant irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same, in any and all applications including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and electronic media, at any time without the Winners' further knowledge or consent and without any compensation whatsoever.
40. The Organizer is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Viewer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
41. If the operation of the Contest (including without limitation the operation of the related telephone systems, call center operations, and software systems, etc); the recording; broadcast of any/all of the Contest is prevented by an event of force majeure, the Organizer may cancel all or any part of the Contest, or take such other decision as it deems fit.
42. The Participant(s) understand that their selection will be based on a randomizer and selection software.
43. The Organizer will not entertain and permit the Participant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.
44. Under no circumstance, shall the Organizer and/or its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or

representatives be liable to the Participants and/or the Winners and/or any third party for any lost profits or lost opportunities, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Participants and the Winners specifically agree not to file in person/through any family member and/or any third party, any applications, criminal and/or civil proceedings in any courts or forum in India against the Organizer or the Sponsor, its parents, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives to claim any damages or relief in connection with the Contest.

45. The Participant grants the Organizer irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the prize distribution in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants further knowledge or consent.
46. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
47. It is the Participants' responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate in order to be able to receive the gratification/ notification in time.
48. In order to avail the Prize, the Winners must provide to the Organizer credible ID proof and sign a release form as may be required by the Organizer. In the event the Winner does not present a credible ID, the Winner shall no longer be entitled to the Prize and the Organizer may select another winner. The Organizer may in their sole discretion courier the Prize to the Winners if they so deem fit on the cost and expense of the Winners.
49. Participation in this Contest implies acceptance of all the terms and conditions of the Contest. Acceptance of the Prize/s by the winner constitutes permission for Organizer, and its affiliates to shoot videos, click photographs of the Winner/s and use the Winner's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
50. No waiver of any rights by the Organizer will be taken as a waiver of any other rights it may have. For instance, if the Organizer waives its right to object to a particular breach of these terms and conditions by a Participant/Winners, it does not prevent the Organizer from objecting to any other breaches by that Participant/Winners or any other Participant/Winners.
51. The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is distinct and at all times severable from the rest of the Terms & Conditions.
52. In case of any dispute or difference in respect of this Contest, the decision of the Organizer shall be final and binding on all concerned.

53. The Contest shall be subject to the exclusive jurisdiction of competent Courts at Mumbai and the law applicable shall be Indian Law. The Contest shall not be valid and no participants from any city/state may participate if such contests and participation is prohibited as per applicable law in the states that they reside in/belong to.
54. The decision of the Organizer in connection with the Contest will be final & binding and is non-contestable.

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