Quizzer Of The Year – FAQs & Terms And Condition

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FREQUENTLY ASKED QUESTIONS (FAQs)

1. What is QOTY?

- QOTY ("Quizzer of the Year") is a multi-platform, general knowledge-based quiz contest for mass participation conducted by Culver Max Entertainment Private Limited ("Culver").
- For further details, please log on to <u>https://qoty.sonyliv.com/</u>

2. In which language will the QOTY Contest be conducted?

• Any and all activity related to the QOTY quiz contest will be conducted in the English language.

3. What are the different modes and steps to register?

Registration for QOTY Daily, Select and Specials contest can be done on the SonyLIV app on an individual basis.

Please follow the below to complete the registration using the SonyLIV app -

- i. Download the SonyLIV app from the application store. Please note, the download of the app is free of cost, however data charges may apply. For further details on data charges, please contact your service provider.
- ii. On SonyLIV, select the 'Quizzer of the Year' (QOTY) banner/ thumbnail to start with the registration.
- iii. Register under 'General' or 'Class 9-12 Student' as applicable.
- iv. Enter your mobile number. Please note that we will be able to get in touch with you only if the mobile number you have shared is registered with the service provider in India.
- v. Enter your First name, Last name, email id and city details.
- vi. Select your DOB/age from the options provided.
- vii. Choose your gender.
- viii. In case of a student, enter your class and school details.
- ix. Complete the registration by reading and accepting the Terms and Conditions towards the participation of the Contest. Provide further consents as may be displayed (this is not mandatory).
- x. Provide further consents as may be displayed (this is not mandatory).

Note: The registration flow mentioned above is subject to change as the Company deems fit.

4. What is the Contest Structure?

The format of QOTY is divided into multiple selection levels as described below -

1) QOTY Daily:

- Post registration on the SonyLIV app, Participants can attempt the quizzes run by Culver Max from April 09, 2023 onwards.
- Participation in this round is open to all citizens residing in India.

2) QOTY Select:

- The Participants studying in Class 9-12 in the academic year 2023-24 who have scored a minimum of 500 points in the QOTY Daily quizzes between April 09, 2023 to November 30, 2023 will be eligible.
- Culver Max may decide to levy a participation fee towards appearing in the QOTY Select round as it deems fit. QOTY select quiz round will be help between December 01, 2023, to December 10, 2023

3) QOTY City -1:

- The top 1,000 Participants from each City-Zone basis the highest scores will participate in the City-1 round.
- In the event there are less than 1,000 Contestants in a particular City Zone, Culver Max will select the Contestants basis a cut-off score as they deem fit.
- The quiz will be held between December 20, 2023 and January 01, 2024, concurrently for all the Participants on a video call using the Zoom/Kahoot app.

4) QOTY City-2:

- On the basis of the leaderboard ranking in the QOTY City 1 round the schools that the top 16 highest scoring Contestant(s) from each City Zone are representing will be contacted to form teams comprising of two members each. Each City Zone will comprise of eight teams in total. The top 8 teams from each City Zone will qualify to participate in the City-2 round.
- The quiz will be held between January 08, 2024 and January 20, 2024, concurrently for all the Participants on a video call using the Zoom/Kahoot app on the dates as communicated by Culver Max.
- The format will be driven by a host and comprise of four buzzer rounds with 34 questions in each round.

5) QOTY Nationals –

- The winning team from the QOTY City 2 round from each City Zone will qualify for the National round conducted between February 15, 2024 and February 27, 2023.
- The National Finalists will compete in 4 prelim rounds. The top 4 teams from the prelim rounds will qualify for the semi final round and the top 2 teams from the semi final round shall make it to the final round.
- The National Finalists will have to travel to a prescribed city as communicated by Culver Max for the episode recordings in a studio setup as per the recording schedules in accordance with the Terms and Conditions.

Note: The timelines mentioned above are subject to change as the Company deems fit.

5. What is QOTY Specials?

- QOTY Specials is a thematic general knowledge quiz that can be played by anyone on the SonyLIV App. The quizzes will be available for gameplay periodically on the dates as announced by the Company. Each quiz will comprise of 15 questions carrying 10 points each. Each question will have 4 answer options to choose from and a total duration of 10 seconds will be given to the user to answer each question. Contestants can use QOTY Specials only as practice quizzes for the QOTY City-1, City-2 and Nationals rounds. Scores of QOTY Specials will not be added to the Overall QOTY Daily Score.
- Scores of each QOTY Specials Quiz will be independent of each other. For further clarity, scores of one QOTY Specials Quiz will not carry forward to the next Specials Quiz.
- Based on the highest scores in a particular QOTY Specials quiz, the Participants will be eligible to win certain Prizes as announced by the Company.
- Participating in QOTY Specials quizzes does not guarantee any Prizes or selection of any other rounds of the Contest.

6). What is Super Sixer Quiz?

• "Super Sixer Quiz": means the cricket based online thematic quiz which can be played daily by the General registrants and School Registrants. The highest scoring Registrants will be eligible to win Prizes as announced by the Company. Each quiz will comprise of 6 questions carrying 10 points each, beginning from October 15, 2023, to November 23, 2023.

- Each question will have 3 answer options to choose from and a total duration of 10 seconds will be given to the user to answer each question. The Super Sixer Quiz will start at 12:00:AM and end at 11:59:59 PM of the next day.
- Scores of the Super Six Quiz will be added to the Overall QOTY Daily Scores. However, participating in Super Sixer Quiz quizzer does not guarantee any Prizes or selection for any other rounds of the Contest.
- Registrants can play and win in both QOTY Daily and Super Sixer Quiz.

6. In which cities is QOTY scheduled to be held?

- This is a pan India contest conducted digitally, barring QOTY Nationals (which will be conducted in a studio)
- Anybody can participate in QOTY from the safety of their homes with good internet connection in place and as per the Terms and Conditions.

7. Who can participate in the Contest?

- QOTY Daily and QOTY Specials is open to all the citizens residing in India including Class 9-12 students.
- The QOTY Select, City-1, City-2 and Nationals is open to students from bonafide schools studying in classes 9-12 in the academic year 2023-24.
- Participates in accordance with the Terms and Conditions.
- Super Sixer Quiz is open to all the citizens residing in India including Class 9-12 students.

8. Does QOTY have team participation?

- QOTY Daily, QOTY Specials, QOTY Select and QOTY City 1 rounds will be played at an individual level.
- QOTY City 2 and QOTY Nationals will be played at the team level. Teams will have to be formed after the QOTY City 1round basis the leader board ranking.
- There will be separate leaderboards for Super Sixer quiz and Daily quiz.
- Each team should comprise of members who belong to the same school. The top scorer as communicated by Culver Max automatically qualifies for the round. The second team member to be chosen by the school should have qualified all the preceding stages of QOTY and should be in the top 50 percentile as per the City 1 leader board. For further clarity, a particular school will qualify to participate in the City 2 round only if both the team members fulfil the above mentioned criteria.

Note: In case a particular Participant appears on the leader board but does not have another Participant from the same school appearing on the leader board to form a team, the Participant will not be eligible to move ahead in the Contest and the next eligible Participant as per the leaderboard will replace him/her.

- Only one team per school will be permitted.
- Participates in accordance with the Terms and Conditions.

9. What are the modes of participation for each level of QOTY?

- QOTY Daily, Super Sixer and QOTY Select will be played on the SonyLiv App.
- QOTY City 1 will be played on the Zoom/Kahoot App during a live Zoom call session.
- QOTY City 2 will be played on the Zoom/Kahoot app with a special game software. The quiz will be driven by a host and will comprise of direct questions as well as buzzer rounds.
- QOTY Nationals will be played in a physical studio environment. Details and instructions will be communicated to the qualifiers by Culver Max as per the Terms and Conditions.
- Super Sixer Quiz the cricket based online thematic quiz which can be played by the General Registrants and School Registrants.

10. Do I need a smartphone or a laptop to participate?

- You will need a smartphone and a laptop for playing the various stages of the game.
- Should you qualify for the Zoom/Kahoot rounds, you will need a laptop with video conferencing facility (camera, microphone, headphone) and pre-installed Zoom App.
- You will also require a strong broadband internet connection, good enough to support Zoom calls.

11. What happens if I am unable to connect via Zoom on the appointed quiz day and time?

• You will be given a time frame to join the quiz, if you are unable to do so, then you shall stand disqualified, and your spot will be given to the next contestant/team as per the leader board list. For further details, please refer to the Terms and Conditions.

12. Do I need to submit any documents for participation?

- Once participants are selected for the City-2 round, Culver Max will contact the respective schools of the qualified participants requesting them to send the following documents via email on or before a cut-off date –
 - 1) For valid name proof (any one of the following):
 - 1. Birth Certificate along with school marksheet
 - 2. UID/Aadhar Card
 - 3. Passport

2) For Valid address proof of the Parent and/or Legal Guardian (any one of the following):

- 1. Landline Phone / Electricity Bill
- 2. Passport
- 3. Voter ID
- 4. Driver's License or
- 5. Ration card
- 6. UID / Aadhar card

3) Parental consent form signed by the Parent and/or Legal Guardian

4) School consent form signed by the Principal of the school

Failure of timely submission of the requested documents shall result in disqualification of the team.

13. What happens if I don't qualify for the City Rounds?

• You can continue to play QOTY Daily and Specials on the SonyLIV App and stand a chance to win several prizes as per the Terms and Conditions.

14. What type of questions will be asked in the QOTY quizzes?

• All the questions asked in QOTY quizzes will be based on general knowledge and will pertain to the school curriculum of the students studying between Class 9-12.

15. What are the dates of each of the quiz rounds?

- QOTY Daily: April 09, 2023, onwards. [For QOTY Select the cut-off score will be considered from April 09, 2023, to November 30, 2023]
- QOTY Select: December 01, 2023, to December 10, 2023
- QOTY City 1: December 20, 2023, to January 01, 2024
- QOTY City 2: January 08, 2024, to January 20, 2024
- QOTY Nationals: February 15, 2024, to February 27, 2024
- Super Sixer Quiz: October 15, 2023, to November 23, 2023

Note – Timelines and dates are subject to change as deemed fit by Culver Max.

16. Is there a participation fee?

• No, there is no entry fee charged towards participation in the QOTY contest. Also, QOTY does not issue any lotteries. So, any person who claims that he/she is from Culver Max and that you have to pay an entry fee for the contest or that you have won a lottery is defrauding you.

17. Will I get rewards/certificates for qualifying for each contest?

- Yes, the QOTY National winners stand a chance to win a scholarship worth INR 1 crore in total (subject to applicable taxes). The QOTY National Winners who stand at the 2nd place shall stand a chance to win a scholarship worth INR 50 lacs in total (subject to applicable taxes). The QOTY National Winners who stand at the 3rd place shall stand a chance to win a scholarship worth INR 20 lacs in total (subject to applicable taxes). The Prize amount will be divided equally between the two team members subject to the Terms and Conditions of the Contest.
- For the QOTY Select, City 1 and City 2 rounds, the participants will win certificates on completing each stage of the competition.
- Please note, prizes declared by Culver Max are subject to change, at Culver Max's sole discretion.

18. How will I know if I have qualified for any of the QOTY rounds?

- Participants will be informed of their selection in the QOTY Select round through push notifications on the SonyLIV app as well as direct mails on the registered email id. Please make sure you provide us with the correct email id at the time of registration.
- For QOTY City-1 and City-2, qualified participants will be contacted by Culver Max through direct mails on the registered mobile numbers and email ids provided at the time of registration.
- For QOTY Nationals, the qualified teams will be contacted by Culver Max via telephone and email and details with regards to the studio round of the show will be provided.

19. Will the Contest be televised?

- Yes, we will have a studio-based contest of the National round and thereafter telecast of the same, as per Culver Max's requirements. However, the shoot of the studio part, might be subject to force majeure restrictions (including COVID restrictions).
- The QOTY City-2 round is slated to be streamed on the SonyLIV app.

20. Can I participate in the contest without the consent of the school, on an individual basis?

- You can participate in QOTY Daily regardless of your age.
- For participation in the QOTY Select and QOTY City 1 rounds, should you qualify, you will have to seek the consent of your parents/legal guardians.
- For participation in the QOTY City 2 round and ahead, should you qualify, you will have to seek the consent of your parents/legal guardians as well as your school since you will be representing your school in the contest hereafter.

21. Can I see the results for all the questions that I attempt on the App?

- Yes, you can, as it will be displayed on the App itself once you have finished a particular quiz. However, if you leave a quiz in the middle, you cannot return back to the on-going quiz.
- You can also see your scores and ranking on the various leader boards as displayed on the SonyLIV app.

22. How do I report an error while playing QOTY Daily, Super Sixer or QOTY Select on the App, or QOTY City - 1 on Zoom call?

- There is a feedback section within QOTY on the SonyLIV App. You can report your errors in that section and Culver Max will try its best to resolve the same.
- You can also report the errors you encounter by writing to us at qotysupport@setindia.com.

23. Are there any grounds of disqualification of a registered application?

• If you register multiple times under false names using false email IDs or mobile numbers, you will be disqualified, and not considered for advancement in the contest, or for claiming any prizes.

24. Is there any way to check my scores while playing the quiz on the App?

• Your scores will be displayed constantly as you progress through the game.

25. What are the different prizes categories and how are the winners selected?

Prize Category Winning criteria **QOTY Daily Winners** The Participant from each City -Zone who has scored the highest points in the QOTY Daily quiz of the particular day starting June 01, 2023, to August 31, 2023. * The Participant should have played the quiz on the day it was released. In case of a short-fall in a particular City-Zone, the Participant with the highest score and least time taken to attempt the quiz will be shortlisted irrespective of the city-Zone he/she belongs to. Effective from September 01, 2023, a total of 10 participants who gets the highest score in QOTY Daily guizzes will be eligible to be win daily as QOTY Daily Winner, irrespective of city-zone they are from. A QOTY Daily Winner can only win a prize once per month and a maximum of four times in the season. If two participants have the same score, the Company will decide the winner at its sole discretion, and the Winners agree not to question the Company's declaration of winners. The Top 10 Participants who have scored the highest cumulative **QOTY Weekly Winners** points in the QOTY Daily guizzes starting June 04, 2023 between Sunday 12:00AM and Saturday 11:59PM of a particular week. In case of a tie, the Company will determine the winner at its sole discretion. Participant can win in this category only once a month and at the most two times in the season. Participants to win under QOTY Weekly Winners prize category is available only until September 02, 2023. QOTY Specials Top 10 The Top 10 Participants who have scored the highest points in the particular QOTY Specials quizz. In case of a tie, the Company will determine the winner at its sole discretion. Participant can win in this category only once a month and at the most two times in the season QOTY Specials Top 90 The Top 90 Participants who are not a QOTY Specials Top 10 winner in the same Specials guiz and have scored the highest points. In case of a tie, the Company will determine the winner at its sole discretion. Participant can win in this category only once a month and at the most two times in the season

The different prize categories are as follows -

26. How will I know if I have won any prizes in the QOTY Daily, Weekly and Specials categories?

- The Winners will be notified of their winnings through in-app notifications sent by the Company. The Prizes will be made available for redemption in the form of prize coupons in the 'Prizes Won' section of QOTY. The Winners will have to provide correct and authentic personal information like name of the Parent and/or Legal Guardian of the Winner and complete address within a week via an in-app form to claim the Prize.
- The Company shall also update the details of the Winners on the Prize Winner Leaderboard under each of the Prize categories on the SonyLIV app.
- For the purposes of winning the Prizes, the final Winners declared on the Winner Leaderboard by the Company shall be considered final.

27. If I win, how can I avail of my prize?

• In the event you are declared as a winner, Culver Max will contact all the winners from time to time and will be responsible for the disbursement of the prizes. You will be required to follow the procedure communicated to you by Culver Max and submit documents that may be required by Culver Max. You are request to complete the requisitions laid down by Culver Max, in a timely manner, in order to avail your prizes.

28. Can the QOTY Daily quiz be played at any time of the day?

- Yes, you may play the QOTY Daily quiz only once every day before midnight which is when a fresh quiz appears. The daily quiz cycle starts at 12:00:00AM and ends at 11:59:59PM of the next day.
- Each quiz shall be open for that particular cycle of the week i.e. beginning from Sunday, 12:00:00AM of a week to Saturday 11:59:59 PM (IST) of the same week. For clarity, a Registrant can attempt the quiz at anytime during a particular weekly cycle.

29. Will I have to bear the travel expenses for the QOTY Nationals in case I get selected?

• Culver Max shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the qualified Contestants and one companion who have confirmed attendance with Culver Max. The travel and stay arrangements will be made as per Culver Max's discretion and any request in this regard by the Contestants or their companions shall not be entertained. However, in case of Contestants residing in Mumbai Culver Max shall not be responsible for making any accommodation arrangements.

30. I have a query. Whom can I ask?

• Please send your queries to <u>actysupport@setindia.com</u> and we will try to revert as soon as we can. Alternately, you can refer to our terms and conditions on <u>www.sonyliv.com</u>.

31. Where can I read the detailed Terms and Conditions governing Quizzer of the Year?

• The detailed terms and conditions governing QOTY will be available on www.sonyliv.com.

32. How many times can I participate?

• Each registrant can be shortlisted only once for the QOTY Select and further rounds in the current season of the contest.

33. Some people claim that they can help get entry to QOTY. Is it possible?

• The only way to enter QOTY is through participation in the registration process as described in the Terms and Conditions governing participation in QOTY Season 1 (Please refer to our terms and conditions on <u>www.sonyliv.com</u>). There is no other way of participating in QOTY. This entire process is transparent and monitored by an independent audit firm. Any person claiming that he/she can help get you on

the contest for a consideration is defrauding you. Please contact your local police and report this person.

34. I got a call/message on WhatsApp that I have won a lottery from QOTY. Is it possible?

- The only way to win any prize in QOTY is by registering and participating in QOTY as per the process described in the Terms and Conditions. There is no other way of winning any prizes in QOTY. Any person claiming that you have won any lotteries or that you need to deposit any money to claim the said lotteries is defrauding you. Please contact your local police and report this person.
- Also, QOTY does not issue any lotteries. So, any person who claims that he/she is from Culver Max/Sony and that you have to pay an entry fee for the contest or that you have won a lottery is defrauding you.

35. How will I get my prize that I have won in the QOTY Daily, Weekly, Specials category?

- The Winners will be notified of their winnings through in-app notifications sent by the Company.
- The QOTY Daily, Weekly, Specials Top 10 and Specials Top 90 Prizes will be made available for redemption to the respective Winners in the form of prize coupons in the 'Prizes Won' section of QOTY.
- The Winners will have to provide correct and authentic personal information like name of the Parent and/or Legal Guardian of the Winner and complete address within a week via an in-app form to claim the Prize.
- Culver Max will deliver the prizes at the respective address provided by the winner at the time of filling the in-app form.
- The registered mobile number will be be verified through an OTP verification process by the delivery agent. Post the successful verification, the prize will be handed over to the winner. Failure of OTP verification will lead to the forfeiture of the Prize and the same shall be returned to the Company.

Note – The Company shall not be responsible for the failure of the OTP verification process or any delays and/ or disputes and/or claims arising out of any Prize that such Winner may be entitled to, and shall keep the Company indemnified against any and all such claims.

36. I have received a defective Prize. How should I proceed?

After receiving the Prize, if a Winner finds the Prize to have a manufacturing defect, the Winner shall contact the associated vendor directly via email at <u>qoty.gratifications@setindia.com</u>. The vendor shall collect the defective Prize and conduct a thorough examination. If the vendor is convinced of the defect being inherent, the vendor may agree to replace the Prize. The decision to replace the Prize relies solely on the associated vendor and the Winner hereby agrees not to hold the Company responsible for failure in replacement of the Prize.

<u>TERMS & CONDITIONS GOVERNING PARTICIPATION IN</u> <u>"QUIZZER OF THE YEAR – SEASON 1"</u>

I. CONTEST DESCRIPTION:

"Quizzer Of The Year" (or "QOTY") is a multiplatform general knowledge based quiz game contest primarily in English language which is produced along with Tree of Knowledge Digital Private Limited ("DIGITOK") and to be streamed and broadcasted by Culver Max Entertainment Private Limited ("Company") on the channel Sony Entertainment Television ("Channel") and/or on its OTT platform, SonyLIV ("SonyLIV"); which is owned by the Company and/or its affiliates.

II. DEFINITIONS:

- 1. "Registrant(s)": Any person(s) who registers for QOTY, organized by the Company and who (i) is a citizen of India and residing in India (iv) is of sound mind and health (v) must enter the Contest and it's verticals on their own behalf only and entry(ies) by proxy will not be accepted, even for their family members and (vi) enters the Contest in accordance with the Terms and Conditions stated below. In case of the registrant being below the age of 18 as on April 09, 2023, enters the Contest basis the unconditional consent of his/her Parent/Legal Guardian. Employees, vendors (including auditors), agents and promoters (including their immediate family members) of the Contest, and of its divisions, affiliates and subsidiaries, and others associated with the Contest in any manner; 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 English are ineligible to enter the Contest and in case they do participate or register to participate by misrepresentation, the Company shall in its sole discretion disqualify and discontinue such participation.
- "Participant(s)": Any person(s) who (i) participates in the QOTY Daily quizzes (defined below) organized by the Company as on the cutoff date announced by the Company (ii) is studying in Class 9-12 for the academic year 2023-24 (iii) In case of age below eighteen (18), enters the Contest basis the unconditional consent of his/her Parent/Legal Guardian in accordance with the Terms and Conditions stated below.
- 3. "Contestant(s)": Any person(s) who (i) scores a cumulative of 500 points or more in the QOTY Daily quizzes organized by the Company as on the cutoff date announced by the Company (ii) is studying in Class 9-12 for the academic year 2023-24 (iii) enters the QOTY Select round basis the unconditional consent of his/her Parent/Legal Guardian in accordance with the Terms and Conditions stated below.
- 4. **"Parent and/or Legal Guardian":** The natural parent of the Participant being his or her biological Father or Mother and shall include persons who take the legal responsibilities of the child as parents on account of adoption or as foster parents. In either case, the relationship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participants. Legal Guardian shall mean such guardian as appointed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890. Any other claim for Guardianship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participants. For avoidance of doubt, the Parent and/or Legal Guardian shall be an adult citizen of India who is residing in India.

- "Back-up Contestant(s)": The Contestant(s) selected to participate as a team of two members each in the QOTY City – 2 (defined below) round of the Contest, only in case any selected team does not appear for the shoot for any reason.
- 6. "**Company/CMEPL**": Culver Max Entertainment Private Limited and/or its affiliates, holding company, subsidiaries, group companies, related entities, format owners etc., the organizers of the Contest.
- 7. **"DIGITOK":** Tree of Knowledge Digital Private Limited and/or its affiliates, holding company, subsidiaries, group companies, related entities, format owners etc.
- 8. "Zonal Finalist(s): The Contestant(s) who (i) have cleared the QOTY City 1 round (defined below) (ii) represent their respective Schools and City-Zone in teams of two (2) members each. Each City-Zone will comprise of the top eight (8) teams, on the basis of QOTY City 1 round scores. The Company may decide to apply regional, gender and age-based filters to select the Zonal Finalists as deemed fit. The Contestant(s) can make it only once to the QOTY City 2 rounds, across all the Schedules and stages of the Contest.
- 9. "National Finalist(s): The Contestant(s) who have cleared the QOTY City 2 round of the Contest organized by the Company and made it to the final round i.e. QOTY Nationals. The Contestant(s) can make it only once to the National round of the Contest across all the Schedules of the Contest.
- 10. **"Contributor":** Any person other than the Participant(s), who participates, attends, and/or is present at any of the quiz rounds, and/or the Contest.
- 11. **"Episode":** An episode of the Contest
- 12. **"Webisode"**: Audio-visual content recorded on Zoom/Kahoot live session and packaged as an episode of the series, to be delivered by DIGITOK to CMEPL in relation to the QOTY City-1 and City-2 rounds.
- 13. "**QOTY Daily":** means the general knowledge based online quiz which will be played by the Participant (defined above) in accordance with the Terms & Conditions on the SonyLIV app.
- 14. **"QOTY Select":** means the general knowledge based online quiz which will be played by the eligible Contestant (defined above) from the 16 City Zones (listed below). The Company may decide to levy a participation fee on the Contestant(s) towards participation in the QOTY Select round, at its sole discretion. In the event the Company decides to levy any fees for participation in the QOTY Select Round, the Company will notify the Contestant(s) in advance.
- 15. "QOTY City 1": means the general knowledge based online quiz which will be played concurrently on a Zoom and Kahoot video call by the top 1000 Contestants with the highest scores from each City Zone in the QOTY Select round. In case a particular City Zone does not have 1000 Contestants, the Company will select the shortlisted Contestants for the next round basis a cut-off score, as deemed fit by the Company.
- 16. **"QOTY City 2":** means the general knowledge based online quiz which will be played concurrently on a Zoom and Kahoot or any other proprietary software that allows video calls between the Zonal Finalists.
- 17. **"QOTY Nationals":** Studio based episodic Contest that is telecast on the Channel. The National Finalist(s) qualified from QOTY City 2 round will be eligible to participate in accordance with the Terms & Conditions on the Sony LIV app.
- 18. **"QOTY Specials":** means the general knowledge based online thematic quiz which can be played by the general and School Registrants. The highest scoring Registrants will be eligible to win Prizes as announced by the Company.

- 19. **"Super Sixer Quiz":** means the online thematic quiz based on the knowledge of Cricket which can be played by the general and School Registrants. Scores of the Super Six Quiz will be added to the overall QOTY Daily and Weekly Scores.
- 20. "City Zone": Categorization of the cities and districts into 16 zones basis the Pin code prefixes as listed below –

Zone	Pin code Prefixes	City Zone
1	11-13	Delhi
2	14-19	Chandigarh
3	20–23	Lucknow
4	24-28	Dehradun
5	30–34	Jaipur
6	36–39	Ahmedabad
7	40-42	Mumbai
8	43-44	Nagpur
9	45-49	Bhopal
10	50-53	Hyderabad
11	56-59	Bengaluru
12	67-69	Kochi
13	60-66	Chennai
14	70-77	Kolkata
15	80-85	Patna
16	78-79	Guwahati

- 21. **"Terms and Conditions"**: These Terms and Conditions governing the Contest, stated herein in entirety, as may be amended from time to time.
- 22. **"Schedule**": An Episode or a set of Episodes to be recorded and/or recording dates as pre-determined by the Company.
- 23. "**Contest**": The QOTY event that will comprise of multi-platform quizzes hosted from April 09, 2023, to March 31, 2024, on the App, Zoom and Kahoot including the telecast of the Episodes and Webisodes.
- 24. **"SonyLIV / App":** means the application owned and hosted by the Company where Registrants can register for the Contest.
- 25. **"Website":** means the website owned and hosted by the Company where Schools can register multiple Registrants together for the Contest.
- 26. "**Studio Part**": That part of the recorded studio Contest, which takes place in the Studio whether or not part of the Contest.
- 27. "**Studio**": means the Studio at Film City, Goregaon (East), Mumbai or any other studio as decided by the Company where the shoot for the Contest / part of the Contest / promos of the Contest takes place.
- 28. "School(s)": shall mean educational institutes that have been contacted by the Company or its representatives to encourage them to enroll the Registrants to participate in the QOTY Contest. It shall also include educational institutes qualifying for the QOTY City 2 round, whether or not they have been contacted by the Company or its representatives before.
- 29. **"QOTY Daily Winner":** The Participant(s) who participate in the QOTY Daily rounds and wins Prizes as announced by the Company basis the highest scores.

- 30. **"QOTY Weekly Winner":** The Participant(s) who participate in the QOTY Daily rounds and wins Prizes on a weekly basis as announced by the Company basis the highest scores.
- 31. **"QOTY Specials Top 10 Winner":** The top 10 Participant(s) who participate in the QOTY Specials quiz and wins Prizes as announced by the Company basis the highest scores in the particular QOTY Specials quiz.
- 32. **"QOTY Specials Top 90 Winner":** The top 90 Participant(s) who (i) participate in the QOTY Specials Quiz (ii) are not a QOTY Specials Top 10 Winner in the same QOTY Specials quiz and (iii) win Prizes as announced by the Company basis the highest scores in the particular QOTY Specials quiz.
- 33. **"QOTY City -2 Winner":** The Zonal Finalist(s) who participate in the QOTY City 2 round and stand in the 1st place in their City-Zone are eligible to participate in the QOTY Nationals.
- 34. **"QOTY National Winner":** The National Finalist(s) who participate in the Nationals round and secure the highest cumulative points in the Contest. The winning team will be eligible to win a scholarship.
- 35. **"Winner(s)":** The QOTY Daily, Weekly, Specials Top 10, Specials Top 90, City 2 and National winner(s) collectively known as Winner(s).
- 36. **"Prize(s)":** Gratification as determined in the Company's sole discretion to be awarded to the QOTY Daily, Weekly, Specials Top 10 and Specials Top 90 Winners.
- 37. **"National Prize":** Gratification as determined in the Company's sole discretion to be awarded to the QOTY National Winners.

III. FORMAT, GAMEPLAY & PROCESS FOR PARTICIPATION IN THE CONTEST

A. **QOTY Daily**

- a) The QOTY Daily will be a daily quiz having seven multiple choice questions available to play on the App each day, beginning from April 09, 2023, to March 31 2024.Contest
- b) Each question would carry 10 points and a maximum duration of 10 seconds would be provided to answer a question. The QOTY Daily quiz cycle will start at 12:00:00AM and end at 11:59:59PM of the next day. Each quiz shall be open for that particular cycle of the week i.e. beginning from Sunday, 12:00:00AM of a week to Saturday 11:59:59 PM (IST) of the same week. For clarity, a Registrant can attempt the QOTY Daily at anytime during a particular weekly cycle.
- c) In order to participate in the QOTY Daily quiz, one can register using the App available on iOS and Android platforms through the methods stated in point 5 below. The promotions will be aired inviting all viewers to register for the Contest.
- d) The registrations using the App and Website (referred to as "**Entry/ies**") for participating should have been completed on or before closing of the defined timelines in order to be considered as a valid entry ("**Valid Entry/ies**").
- e) The cellular number from which the registration is received or has been input by the Registrant(s) will be used as unique identification number received to identify the Registrant.

To participate and be eligible for selection to the further rounds of the Contest, the Registrant has to attempt and correctly answer maximum questions as displayed on the App before the announced cut-off date.

- g) It is hereby clarified that the inability to answer a question of the QOTY Daily quiz will not lead to disqualification, however, in order to stand a chance to move to QOTY Select round, a Registrant has to score a minimum of 500 points in total before the cut-off date as announced by the Company.
- h) If the game screen is exited at any point in the QOTY Daily quiz before finishing the last question, the Registrant(s) will not be able to join back and continue/re-attempt the QOTY Daily quiz at any point thereafter.
- i) Registering in the QOTY Daily, Select and Specials Contest using App (available on iOS and Android platforms):

In order to register through the App, follow the following process:

- 1. Download the App from the application store. Please note, the download of the App is free of cost, however data charges may apply. For further details on data charges, please contact your service provider.
- 2. On SonyLIV, select the 'Quizzer of the Year' (QOTY) banner/ thumbnail to start with the registration.
- 3. Register under 'General' or 'Class 9-12 Student' as applicable.
- 4. Enter your mobile number. Please note that we will be able to get in touch with you only if the mobile number you have shared is registered with the service provider in India.
- 5. Enter your First name, Last name, email id and city details.
- 6. Select your DOB/age from the options provided.
- 7. Choose your gender.
- 8. In case of a student, enter your class and School details.
- 9. Complete the registration by reading and accepting the Terms and Conditions towards the participation of the Contest.
- 10. Provide voluntary consent towards sharing personal data with DIGITOK.
- j) QOTY Daily Winner who gets the highest points will be shortlisted from each City-Zone on a daily basis. The Participant(s) who played QOTY Daily quizzes from June 01, 2023 will be eligible to be a QOTY Daily Winner. For further clarity, if there is a short-fall from a particular City-Zone then the Daily Winner with the highest score and least time taken to answer the Daily quiz will be shortlisted irrespective of the City-Zone the Daily Winner belongs to.

Effective from September 01, 2023, a total of 10 participants who gets the highest score in QOTY Daily quizzes will be eligible to be win daily as QOTY Daily Winner, irrespective of city-zone they are from.

k) A QOTY Daily Winner can win a Prize in this category only once in a month and a maximum of four times in the season. If two Participant(s) have the same score in the QOTY Daily quiz, the Company will determine the winner at its sole discretion and the Winners hereby undertake not to question or to make any claims against the manner in which the names of the Winners are declared by the Company.

- 10 QOTY Weekly Winners who get the highest cumulative points will be shortlisted on a weekly basis irrespective of the City-Zone the Participant(s) belong to. The Participant(s) who played the QOTY Daily quizzes from June 04, 2023 will be eligible to be a QOTY Weekly Winner. The cumulative scores of the QOTY Daily quizzes from Sunday 12:00AM till Saturday 11:59:59PM of the week will be considered for shortlisting.
- m) A QOTY Weekly Winner can win a Prize in this category only once in a month and a maximum of two times in the season. If two Participant(s) have the same cumulative score, the Company will determine the winner at its sole discretion and the Winners hereby undertake not to question or to make any claims against the manner in which the names of the Winners are declared by the Company. Participants to win under OOTY Weekly Winners prize category is available only until

Participants to win under QOTY Weekly Winners prize category is available only until September 02, 2023.

B. **QOTY Select**

- a) The Participant(s) who have scored a minimum of 500 points in the QOTY Daily quizzes from April 09, 2023 to November 30, 2023 will be eligible to participate in the QOTY Select round. The eligible Participant(s) will be invited to take the QOTY Select quiz on a designated date and time as communicated by the Company. The QOTY Select quiz will be conducted between December 01, 2023 and December 10, 2023 (*dates are subject to change at the Company's sole discretion*). The Company may decide to levy a contestant fee as it deems fit. In the event the Company will notify the Contestant(s) in advance. [*Please note, a registered mobile number will be chosen only once for participation in this round.*]
- b) The Participant(s) will be invited via in-app push notifications and/or direct emails on the email id provided at the time of registration.
- c) The QOTY Select round will comprise of 20 questions with 10 points allotted to each question. There is no negative marking. A time duration of 10 seconds will be provided to answer each question.
- d) The leaderboard ranking of the Participant(s) will depend on the correct answer provided along with the average time taken to answer each question.

C. <u>QOTY CITY 1</u>

- a) On successful completion of QOTY Select round, the top 1,000 Contestants basis the highest score from each City Zone will be invited to participate in the QOTY City 1 round.
- b) In the event there are less than 1,000 Contestants in a particular City Zone, the Company will select the Contestants basis a cut-off score, as it may deem fit, in its sole discretion.

- c) The eligible Contestant(s) will be contacted and communicated of the quiz schedule through direct emails on the email id provided at the time of registration.
- d) The quiz will be conducted between December 20, 2023, and January 01, 2024 through a video call on the Zoom/Kahoot app. It will comprise of 20 questions with 10 points allotted to each question. There is no negative marking. A time duration of 10 seconds will be provided to answer each question.
- e) The leaderboard ranking of the Contestant(s) will depend on the correct answer provided along with the average time taken to answer each question.

D. <u>QOTY CITY 2</u>

- a) Based on the leaderboard ranking in the QOTY City 1 round, the schools that the top 16 highest scoring Contestant(s) from each City Zone are representing will be contacted to form teams comprising of two members each. Each City Zone will comprise of eight teams in total. The top eight teams from each City Zone will qualify as Zonal Finalists and participate in the QOTY City 2 round. QOTY City 2 round will be conducted online between January 08, 2024, and January 20, 2024 (*dates are subject to change at the Company's sole discretion*) on the Zoom/Kahoot app and the same shall be recorded.
- b) Based on the leaderboard of the QOTY City 1 round, the Company shall contact the respective Schools and provide the details of the top scorer from the QOTY City 1 round from their School. Schools will be responsible for the formation of the teams as on August 21, 2023 (*dates are subject to change at the Company's sole discretion*).
- c) Each team should comprise of 2 Participants only, who belong to the same School. For further clarity, a particular team from a School will qualify for the City 2 round only if both the team members fulfill the below stated criteria:
 - i. The Contestant(s) must have qualified all the preceding stages of QOTY andii. be in the top 50 percentile as per the City 1 round leaderboard.

Note: In case a particular Participant appears on the leaderboard but does not have another Participant from the same School appearing on the leaderboard to form a team, the Participant will not be eligible to move ahead in the Contest and the next eligible Participant as per the leaderboard will replace him/her. Company decision in this matter shall be final.

- d) Only one team per School will be permitted to participate in the QOTY City 2 round. There will be a total of 128 teams that will qualify for the QOTY Nationals round. The Company reserves the right to increase or decrease the number of teams that can participate from each School or the total number of teams that would qualify from each City Zone as Zonal Finalists.
- e) The schools will have to submit the following documents via email to the Company:
 - 1) For valid name proof (any one of the following):
 - 1. Birth Certificate along with school marksheet
 - 2. UID/Aadhar Card
 - 3. Passport

2) For Valid address proof of the Parent and/or Legal Guardian (any one of the following):

1. Landline Phone / Electricity Bill

- 2. Passport
- 3. Voter ID
- 4. Driver's License or
- 5. Ration card
- 6. UID / Aadhar card

3) Parental consent form signed by the Parent and/or Legal Guardian

4) School consent form signed by the principal of the school

- f) Participation of the Zonal Finalists will be confirmed by the Company post successful verification of the submitted documents.
- g) In addition to this, Back-up Contestant(s) will be selected to participate in the Contest, in case any selected Zonal Finalist fails to appear for the quiz, for any reason. The ninth team at the team formation stage from each City Zone will form the Back-up Contestant(s) for the City 2 round.
- h) The Zonal Finalists, subject to the completion of the above-mentioned instructions, will qualify for the QOTY City 2 round.
- i) QOTY City 2 round will be driven by a host and will comprise of 4 buzzer rounds with 34 questions in each round. QOTY City 2 round shall be recorded and may be streamed on a suitable platform as deemed fit by the Company.

E. **QOTY Nationals**

- a) The winning team from the QOTY City 2 rounds from each City Zone will qualify as National Finalists for the QOTY National round conducted between February 15, 2024 and February 27, 2024 (*dates are subject to change at the Company's sole discretion*).
- b) The National Finalists will have to travel to a prescribed city, as communicated by the Company, for participating in the shooting and recording of the episodes in the Studio as per the recording schedules.
- c) The National Finalists will compete in 4 prelim rounds. The top 4 teams from the prelim rounds will qualify for the semi-final round and the top 2 teams from the semi-final round shall make it to the final round.
- d) The QOTY National Winners who stand at the 1st place shall stand a chance to win a scholarship worth INR 1 crore in total (subject to applicable taxes). The QOTY National Winners who stand at the 2nd place shall stand a chance to win a scholarship worth INR 50 lacs (subject to applicable taxes). The QOTY National Winners who stand at the 3rd place shall stand a chance to win a scholarship worth INR 50 lacs (subject to applicable taxes). The QOTY National Winners who stand at the 3rd place shall stand a chance to win a scholarship worth INR 20 lac (subject to applicable taxes). The National Prize amount will be divided equally between the two team members subject to the Terms and Conditions of the Contest.
- e) Once a Zonal Finalist is selected as a National Finalist for the QOTY Nationals, the following process will ensue:

- i. The representatives of the Company ("**Representatives**") will notify the selected National Finalists of their selection for the QOTY Nationals and ask for confirmation of their details (name, gender, date of birth and address), after which the Representatives will inform the selected National Finalists of the shoot date and documentation requirements, based on finalized shooting schedules.
- ii. Upon confirmation by the selected National Finalist of their availability for the QOTY Nationals, they shall qualify for the said round.
- iii. The National Finalist will be permitted to bring along one companion for the shoot of the Episode. The National Finalist(s) and the National Finalist's respective companion will travel at their own risk.
- iv. The Company shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the National Finalist(s) and one companion who have confirmed attendance with the Company. The travel and stay arrangements will be made as per the Company's discretion and any request in this regard by the National Finalists or their companions shall not be entertained. However, in case of National Finalist(s) residing in Mumbai the Company shall not be responsible for making any accommodation arrangements.
- v. The Company may require the National Finalist to sign an undertaking or declaration any other similar documents prior to them attending the shoot, with regard to their participation. The National Finalist hereby agrees to sign all such documents that may be required by the Company and any refusal by the National Finalist to sign such documents shall give Company the right to disqualify such National Finalist.

F. **<u>QOTY Specials</u>**

- a) QOTY Specials is a thematic general knowledge quiz that can be played by any Registrant on the App. The quizzes will be available for gameplay periodically on the dates as announced by the Company. Each quiz will comprise of 15 questions carrying 10 points each. Each question will have 4 answer options to choose from and a total duration of 10 seconds will be given to the user to answer each question.
- b) Contestants can use QOTY Specials only as practice quizzes for the QOTY City-1, City-2 and Nationals rounds. Scores of QOTY Specials will not be added to the Overall QOTY Daily Score.
- c) Scores of each QOTY Specials Quiz will be independent of each other. For further clarity, scores of one QOTY Specials Quiz will not carry forward to the next Specials Quiz.
- d) Based on the highest scores in a particular QOTY Specials quiz, the Participants will be eligible to win certain Prizes as announced by the Company.
- e) Participating in QOTY Specials quizzes does not guarantee any Prizes or selection of any other rounds of the Contest.
- f) The scores of QOTY Specials Quiz conducted on June 29, 2023 at 04:00PM will be nullified and not be considered for any kind of winner shortlisting and gratification.
- g) A QOTY Specials Top 10 Winner and a QOTY Specials Top 90 Winner can win a Prize in the respective categories only once in a month and a maximum of two times in the season. Winners will be shortlisted basis the highest scores in the particular QOTY Specials quiz. If two Participant(s) have the same score in the QOTY Specials quiz, the Company will determine the winner at its sole discretion and the Winners hereby undertake not to question or to make any claims against the manner in which the names of the Winners are declared by the Company

G. Super Sixer Quiz

- a) **"Super Sixer Quiz":** means the cricket based online thematic quiz which can be played daily by the General registrants and School Registrants. The highest scoring Registrants will be eligible to win Prizes as announced by the Company. Each quiz will comprise of 6 questions carrying 10 points each, beginning from October 15, 2023, to November 23, 2023.
- b) Each question will have 3 answer options to choose from and a total duration of 10 seconds will be given to the user to answer each question. The Super Sixer Quiz will start at 12:00:AM and end at 11:59:59 PM of the next day.
- c) Scores of the Super Six Quiz will be added to the Overall QOTY Daily Scores. However, participating in Super Sixer Quiz quizzer does not guarantee any Prizes or selection for any other rounds of the Contest.
- d) Registrants can play and win in both QOTY Daily and Super Sixer Quiz.

H. RESPONSIBILITY OF SCHOOLS TOWARDS THE CONTEST

- a) The schools will be responsible towards the formation of teams for participation in the QOTY City-2 round as per the guidelines stated in section III. D. c.
- b) Schools will have to collect the necessary documents (as mentioned in section III. D. e.) of the finalized Contestants participating in the QOTY City-2 round and send them to the Company via email. Failure to furnish the required documents by the Company as per the communicated cut-off date would lead to disqualification of the school.

I. QOTY PRIZE WINNER LEADERBOARD

- a) The Company shall also update the details of the Winners on the Prize Winner Leaderboard under each of the Prize categories on the SonyLIV app. For further clarity, each of the quiz categories will have a separate leaderboard basis the highest cumulative scores.
- b) For the purposes of winning the Prizes, the final Winners declared on the Winner Leaderboard by the Company shall be considered final.
- c) The selection of these Winners further depends upon the completeness of their profiles. The Company will use the full name and location of the Winners as available to the Company on the login profiles created by them during registration, to display the same on the App. In the event, any Winner so selected have not updated their details for the Company to use or the profile name provided is not suitable for display on the App (such decision shall be at the Company's discretion), then the Company shall have the sole discretion to disqualify such Winner. The Company shall also have the right to replace such disqualified Winner with the next highest scorer on the Winner Leaderboard.

IV. GENERAL TERMS AND CONDITIONS

1. Participation in the Contest by sending Entries in any of the aforesaid manner shall be considered to be acceptance of these Terms and Conditions.

- 2. These Terms and Conditions may be subject to amendment from time to time and as such participation in the Contest would be considered acceptance of the amended these Terms and Conditions.
- 3. The Contest or the Company does not distribute or declare any no lotteries, monies, cash prizes etc. Any person who claims to be from the Company and asks the Registrant(s) for paying an entry fee for participation in the Contest or claims that the Registrant has won any lotteries or cash prizes from the Contest or the Company, is defrauding the Registrant(s) and the Registrant(s) should report this to the local police immediately.
- 4. In the event there is any entry fee payable, it shall only be for the QOTY Select Round and shall be payable to the Company directly. Contestant(s) should check the SonyLIV website for the actual value that is being charged by the Company. Beware of any individuals who claims to guarantee participation or furtherance to any additional round of QOTY by paying certain amounts to them. Any fees payable shall only be for participation to further rounds and will not be a guarantee any prizes.
- 5. Participation is open to all the citizens of India of sound health and mind. Persons must enter the Contest and it's verticals on their own behalf only and Entry(ies) by proxy will not be accepted, even for their family members.
- 6. An Entry/ies is not transferrable.
- 7. Employees, agents and promoters (including their immediate family members) of the Company, and of its divisions, affiliates and subsidiaries, vendors (including auditors) and others associated with the Contest in any manner; 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 English; are ineligible to enter the Contest and in case they do participate or register to participate by misrepresentation, the Company shall in its sole discretion disqualify and discontinue such participation. 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 Company may result in disqualification. The Company also reserves the right to disqualify a Registrant incase a discrepancy is found to exist in the information furnished/provided/stated by the Registrant during the conversation with the Company or any of the Company's sub-contractors and vendors of the Contest, and/or in the information stated in the documents furnished by the Registrant.
- 8. If Entries are received for participation, it is assumed that the Participant and his/her Parent and/or Legal Guardian (in case of a minor) sending in the entry has provided the Company with permission to send SMSs to him/her or call him / her, whether or not such sender is registered on the National Do Not Call registry. The Company will only contact the Participant on the mobile number provided by the Participant at the time of Registration.
- 9. In the event there is any entry or participation fee charged, such fee will be a one-time payment and will be non-refundable. In case of any non-payments or issues in processing of payments, kindly contact the respective third-party payment platform directly. The Company shall not be responsible for entertaining any concerns with respect to the payment of any such participation fees. No cash payments will be permitted.
- 10. The Parent and/or Legal Guardian of the Contestant(s) hereby confirms the presence of the Contestant on such dates, as may be communicated by the Company, for the different round of the Contest.
- 11. The Parent and/or Legal Guardian of the Contestant(s) shall undertake, warrant, and guarantee to the Company that the Contestant(s) has the full legal capacity to participate in the Contest in accordance with these Terms and Conditions.
- 12. The Parent and/or Legal Guardian of the Contestant(s) represent that Contestant(s) has not been accused or convicted or is otherwise involved in any criminal offence (including but not limited to acts of moral turpitude and harassment) and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the

Contestant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company and has no other disability which would prevent Contestant's participation in the Contest (if selected).

- 13. The Parent and/or Legal Guardian of the Contestant(s) acknowledges that participation in the Contest is voluntary, and the Parent/Legal Guardian of the Contestant is willing to bear all risk, costs & consequences arising from such participation in the Contest. It is a condition of entry and participation in the Contest that the Contestant(s) has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing and/or merchandising contracts) or other arrangement for example with a management company or an individual to act as the Contestant's manager in respect of the Contestant's performing abilities or the products thereof or in respect of the Contestant's name, likeness, image or biography which might be in breach of the Terms and Conditions or otherwise prevent the Contestant(s) from participating in the Contest or the broadcast, promotion, exploitation or sponsorship thereof.
- 14. Should the Zonal/National Finalists fail to make themselves available for the shoot of the recorded studio Contest, the Company reserves the right to disqualify or remove such Zonal/National Finalists from the Contest at its discretion without being required to offer any reasons whatsoever.
- 15. The Parent and/or Legal Guardian hereby represents that the Zonal/National Finalist is not under any exclusive contracts with any other third party/ agency/production house 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. The Company reserves the right to disqualify any Zonal/National Finalist who is under any such exclusive contracts or other disqualifications.
- 16. Any views, opinions, statements, stories, incidents, comments etc. expressed by the Zonal/National Finalists or their companions, on the recorded studio Contest are their own. The Zonal/National Finalists shall be completely responsible for the same and shall keep the Company and its affiliates indemnified at all times in this regard. The Company shall not be responsible for any claims arising from any statements made by the Zonal/National Finalist on the Contest and the Parent and/or Legal Guardian of the Zonal/National Finalist shall be responsible to settle such claims on their own, without involving the Company.
- 17. By registering for the Contest, the Parent and/or Legal Guardian of the Zonal/National Finalist represents that the Zonal/National Finalist is medically fit and do not have present or past psychological ailments. If in the past the Zonal/National Finalist has had any psychological ailments or have been under medication for any psychological anxiety, hypertension, depression, or any other medical problems, the same shall be disclosed to the Company in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Contest. In the event the Zonal/National Finalist suffers from any medical conditions during the shoot, then the Company, will on a best endeavor basis provided reasonable medical assistance to the said Zonal/National Finalists. However, in the event such medical condition renders the Zonal/National Finalist unfit for further shooting/participation in the Contest, then the Company shall have the right to disqualify such Zonal/National Finalists from further participation. If such Zonal/National Finalist has won any National Prize before any such disability, then the same shall be handed over to the Parent and/or Legal Guardian of the Zonal/National Finalist in accordance with the process communicated by the Company.
- 18. National Finalist(s) will not be confirmed as National Finalist(s) for the Contest 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 National Finalist(s) to be medically fit for participation. Nevertheless, the final decision regarding their participation in the Studio Part of the rests entirely with the Company. If the National Finalist suffers from any medical condition or is diagnosed with any medical conditions

during the shoot of the Contest, such that the National Finalist will be unable to shoot of the Contest any further or National Finalist presence on the sets might put the others on the sets at risk of contracting the same medical conditions/issues, then the Company may choose to cancel such National Finalists participation, at whatever stage the same might be.

- 19. Where the National Finalist is required to travel for the Contest, the Parent and/or Legal Guardian of the National Finalist shall consider all factors of disruption in travel, quarantine, etc. due to Covid-19 pandemic or otherwise to be available for participation in the Contest. If the Company has reasons to believe that the National Finalist Contests any symptoms of having contracted COVID -19 or any other communicable infections/diseases, then the Company shall have, in its sole discretion, the right to cancel their participation on an immediate basis, at any given stage and the National Finalist hereby agrees not to make any claims in this regard. The Company shall at no time be responsible for any medical expenses of the National Finalist. The Parent and/or Legal Guardian of the National Finalist is feeling unwell or has any symptoms of having contracted COVID-19 virus. Any delay or failure on part of the Parent and/or Legal Guardian of the National Finalist to inform the Company of the National Finalist's symptoms can lead to disqualification.
- 20. The Company cannot be held liable in case any National Finalist contracts the COVID-19 virus during the shoot even after the National Finalist has taken all necessary precautions and vaccination.
- 21. The Company shall be responsible for making arrangements, or paying for the travel, lodging and food expenses of the National Finalist and their Parent and/or Legal Guardian for the purpose of the shoot. In case, the Company cannot make the arrangements then the Parent and/or Legal Guardian of the National Finalist can claim reimbursement of the same with prior approval from the Company. The Company is not responsible to cover these costs for any additional 3rd person or family members of the National Finalist. The Parent and/or Legal Guardian of the National Finalist shall be at all times responsible for obtaining all appropriate permissions to enable them to travel for participation in the Contest and the Company shall not be responsible for the same at any time.
- 22. The Parent and/or Legal Guardian of the National Finalist undertake to follow all Central or State Government issued guidelines or regulations related to Covid-19 pandemic. The National Finalist and their companions are advised to always abide by the advisories issued by the relevant Government with respect to social distancing and wearing masks for their own safety and for the safety of the other around them. The Parent and/or Legal Guardian of the National Finalist agrees to participation of the National Finalist in the Contest at its own risk, and agrees to release the Company, to the maximum extent allowed by law, from any liability, direct or indirect, connected to or resulting from any Covid19 connected illness (or loss of life) that may be suffered by the National Finalist and/or any relatives of the National Finalist.
- 23. In the event of delay or failure on part of the National Finalist to make themselves available for the Contest or in case of any force majeure event or any other reasons, the Company may either choose to the reschedule the shoot for such National Finalist, at its own discretion and shall not be under any obligation to do so, or the National Finalist may stand eliminated/disqualified at the discretion of the Company. However, the Parent and/or Legal Guardian of the National Finalist understands that the National Finalist being unable to participate in the Contest on the given date(s) due to any reasons would cause immense and irreparable loss to the Company. The Parent and/or Legal Guardian of the National Finalist hereby unconditionally agree to indemnify The Company, its affiliates, group companies, partners, sponsors, its agents, representatives, its employees, officers, and directors, contractors, partners or other persons used by them in relation to this Contest and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability

(including legal costs) arising out of the inability or unavailability of the National Finalist to participate the Contest as per the schedule decided and informed by the Company.

- 24. During the Studio Part of the Contest National Finalist(s) are required to wear their respective School uniforms, however it 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. The National Finalist(s) are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Contest.
- 25. The Parent and/or Legal Guardian of the Zonal/National Finalist hereby undertakes to adhere to all health and safety guidelines issued by the Company. The Parent and/or Legal Guardian shall ensure that the Zonal/National Finalist follows and abides by all the instructions given by the Company with respect to the shoot of the Contest including but not limited to all instructions issued by the Company or any production house designated by the Company with respect to the curbing the spread of the COVID -19 virus. The Company reserves the right to terminate the participation of any Zonal/National Finalist at any stage in the event the Zonal/National Finalist fails to follow any instructions of the Company with respect to the Contest.
- 26. The Company 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 rounds/stages of the /Contest.
- 27. The Company's decision on the correctness or incorrectness of any answer is final and binding on all Participants/Contestants.

V. PERSONAL INFORMATION AND CONFIDENTIALITY

- 28. The School that the Participant is representing will have to furnish the following supporting documents via email:
 - 1) For valid name proof (any one of the following):
 - 1. Birth Certificate along with school marksheet
 - 2. UID/Aadhar Card
 - 3. Passport

2) For Valid address proof of the Parent and/or Legal Guardian (any one of the following):

- 1. Landline Phone / Electricity Bill
- 2. Passport
- 3. Voter ID
- 4. Driver's License or
- 5. Ration card
- 6. UID / Aadhar card

3) Parental consent form signed by the Parent and/or Legal Guardian

- 4) School consent form signed by the Principal of the school
- 29. The Company may, at its discretion, contact the Participant(s) or their Parent and/or Legal Guardian (in case of minors) if required, for any clarifications needed for the information provided in the registration.
- 30. 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 Contest.

- 31. In case there is any mismatch of Participant(s) details in any round or stages of the Contest, the Participant(s) may be disqualified from further participation in the Contest, if Participant(s) is unable to resolve discrepancies.
- 32. All personal details and information requested by and supplied to the Company by each Participant(s) or their Parent and/or Legal Guardian (in case of minors) and his/her respective School must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Participant(s) from the Contest in its sole discretion, should the Participant or the Parent and/or Legal Guardian of the Participant(s) and/or the School at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- 33. If at any time, including after disbursement of Prize/National Prize, any information submitted by the Participant(s) or the Parent and/or Legal Guardian (in case of minors) and/or School is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s) shall be liable to refund all amounts received from the Company.
- 34. The Company shall keep all the information collected from the Participant(s)/Contestant(s) (including the recorded video rounds or any interviews conducted) confidential and shall use the same for the purpose of Contest. The Participant(s) or their Parent and/or Legal Guardian (in case of minors) hereby explicitly consents to the collection, storage and processing of such personal data and proprietary information collected from him/her. The term "**Personal Data**" shall mean and include the name and contact information (home address, phone numbers and email address), valid identity proof such as passport number, Aadhar Number, any personal information such as date of birth or other details pertaining to the identity of the Contestant (s), etc. being collected for the purpose of the Contest and shall include including sensitive personal information, if any collected.
- 35. The Company shall deal with any Personal Data, that it receives from Participants/Contestants or otherwise collects, holds, uses and processes in the following manner: a) Company may disclose Personal Data, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from the Company. b) The level of data protection using technical, managerial, operational, and physical security control measures by the Company shall be such as to be in compliance with all applicable laws.
- 36. Notwithstanding any other provisions contained hereunder, the Participant(s) or their Parent and/or Legal Guardian (in case of minors) acknowledges that the obligations related confidentiality shall not pertain to any information which:
 - a) is in the public domain or comes into the public domain through no wrongful act on the part of the Company; or
 - b) is already known to the Company and/or its Representatives as evidenced by their records at the time of disclosure by the Finalist; or
 - c) is received by the Company and/or its Representatives on a non-confidential basis from a third party; or
 - d) is received by the Company and/or its Representatives from a third party without breach of any agreement by the Company; or
 - e) is independently developed by the Company and/or its Representatives without breach hereunder; or
 - f) is approved for release by written authorization of the Participant or their Parent/Legal Guardian; or
 - g) is required to be disclosed by applicable law or regulations, order of the court of competent jurisdiction or an appropriately empowered governmental, statutory or regulatory agency or under rules of any stock exchange. In such a case of compelled

disclosure, the Company will provide a reasonable prior notice to the Participant or their Parent and/or Legal Guardian (in case of a minor) and will request a protective order.

- 37. The Company shall ensure that the Participants or their Parent/Legal Guardian (in case of minors) are contacted by the Company or on behalf of the Company only for the purpose of the present Contest and all such information collected by the Company shall be destroyed within 2 (two) months after the initial broadcast of the final episode for the season the Participant is part of. The Company shall not share the information so collected with any party, save and except for the purpose of the Contest.
- 38. The Participant(s) or their Parent and/or Legal Guardian (in case of minors) by providing the aforesaid Personal Data, hereby agree and consent that the Company shall have the right to share the Personal Data so collected with such other third party (including the original format owners of the Contest) as may be required for the purpose of the Contest and hereby agree that they shall not file any claim against the Company for sharing for such Personal data. Any information shared by the Participant(s) or their Parent and/or Legal Guardian (in case of minors) to the Company shall be handled by the Company in terms of the privacy policy of the Company. Please refer to App's Privacy Policy [https://www.sonyliv.com/privacy-policy] that governs the use of your Personal Data. Participant(s) choosing to participate in the Contest agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the website www.sonyliv.com in addition to the conditions set out in these Terms and Conditions which shall govern the Contest.
 - 39. For the purposes of the Contest, the Company may contract with the service providers to perform functions or services on its behalf. Such service provider may have limited access to the Participant(s) Personal Data needed to perform their functions but shall be restricted from using such Personal Data for purposes other than providing services to the Company solely in connection with the Contest. The Company shall ensure, on reasonable efforts basis, that its service providers that have limited access to Personal Data provided by the Participant(s) to provide the services or perform their function for the Company, are subject to the same level of privacy protection as is required by the applicable laws. The Participant(s) or their Parent and/or Legal Guardian (in case of minors) hereby agree that they shall not file any claim against the Company for sharing for such Personal Data.
- 40. Based on the consent provided by the Participant(s) or their Parent and/or Legal Guardian (in case of minors) at the time of registration, DIGITOK may contact the Participant(s) or their Parent and/or Legal Guardian (in case of minors) for other Contests or contests being hosted by DIGITOK. The Company shall not be responsible for any such communications shared by DIGITOK. For any concerns with respect to communications shared by DIGITOK, kindly contact DIGITOK directly.
- 41. The Participant(s) or their Parent and/or Legal Guardian (in case of minors) also agree that by virtue of participating in this Contest, they grant their consent to the Company to host Personal Data including their name and photographs on air on the Channel during the telecast of the Contest.
- 42. The Company can use the contact information gathered for sending marketing and promotional messages SMS/email etc. related to the Contest or any other contest (s) of the Company.
- 43. The Participant(s) or their Parent and/or Legal Guardian (in case of minors) shall not offer any bribe or make any requests to any members of the Company to get any favors. Any such acts shall disqualify the Participant(s) from the Contest. Any fraud in respect to entries or tampering of the selection process will attract legal action and disqualification from the Contest.

VI. INTERACTION WITH MEDIA AND THIRD PERSONS

- 44. None of the Participants/Contestants or their Parent and/or Legal Guardian (in case of minors) shall prior to / during / post their participation in the Contest , 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 selection process or any aspect of the Contest or write blogs, post any messages on social networking or any site including but not limited to Facebook, Instagram, Snapchat, YouTube and Twitter. The Participant(s)/Contestant(s) or their Parent and/or Legal Guardian (in case of minors) shall not disclose any information whatsoever relating to the Company to any other party. Violation of this clause shall immediately disqualify the Participant's/Contestant's prospects of further participation.
- 45. The Participants/Contestants or their Parent and/or Legal Guardian (in case of minors) shall not post, publish or communicate the questions asked during the various rounds of the Contest, or the answers to the QOTY Daily or QOTY Specials or any other round of the Contest in any manner. The Company reserve the right to take appropriate legal actions against any such Participants/Contestants or their Parent and/or Legal Guardian (in case of minors) or any third party.
- 46. The Participant(s)/Contestant(s) and their Parent and/or Legal Guardian (in case of minors) shall at all times keep confidential the selection process and all details regarding the Contest which Participant(s)/Contestant(s) might be informed of or which Participant(s)/Contestant(s) and their Parent and/or Legal Guardian (in case of minors) might learn or come to know of as a Participant(s)/Contestant(s) or as a shortlisted potential candidate.
- 47. The Participant(s)/Contestant(s) and their Parent and/or Legal Guardian (in case of minors) cannot use the name of the Contest or any elements in any manner or post behind-the-scenes videos or any content related to the Contest, on their personal social media platforms or any other platforms, without the prior approval of the Company. The Participant(s)/Contestant(s) shall not try and monetize any clips, images or elements of the Contest in any manner. The Participant(s)/Contestant(s) and their Parent and/or Legal Guardian (in case of minors) shall not disclose any information about the selection process or share any documents relating to the Contest that they have access to or copy them. Failure to comply with this requirement will lead to disqualification.
- 48. The Participants/Contestants or their Parent and/or Legal Guardian (in case of minors) or any of their friends or family members shall not be permitted to publish or post any content related to the Contest in any manner, prior to / during / post the Participant's/Contestant's participation in the Contest or without the prior written approval of the Company. The Company reserves its rights to take appropriate legal actions against any Participant/Contestant and/or their Parent and/or Legal Guardian (in case of a minor) or any individual, at any stage, in event such individual publishes or posts any information or uses any images, stills from the Contest, give an interviews or make any statements with respect to the Contest or the Company.

VII. SYSTEMS AND AVAILABILITY

49. Zoom/Kahoot App and its related systems are managed by Zoom Video Communications/Kahoot respectively. The Company/DIGITOK will not be responsible for any break or disconnection or disruption in network connectivity in any manner, irrespective of the network being used. Network issues can disrupt various aspects of the QOTY quiz rounds such as receipt of questions and answer options, receipt of any sound, text, image or

audio files related to the question, receipt of answer chosen by the Contestant etc. The Contestant is advised to remain in an area with a strong and stable/ continuous mobile network signal of the telecom operator or internet service provider to ensure smooth functioning of the QOTY quiz rounds.

- 50. Any loss or outrage or dissatisfaction suffered by the course of playing the QOTY quiz rounds by a Contestant would not be the responsibility of the Company/DIGITOK and/or its associates/ affiliates and the Company/DIGITOK or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- 51. All attempts will be made by Zoom and Kahoot to protect the data from loss and corruption, but in the event such data loss happens, the Company/DIGITOK may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Company/DIGITOK should not be held responsible for any loss of data or the action taken on account of the same. The Company/DIGITOK will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- 52. In the event the response of the Contestant is not for any reason received within the Stipulated Time period for the question, such Contestant would be not be able to get points in the event that question(s) was correctly answered by the Contestant. The Contestant can continue to answer questions once re-connected to the central Zoom and Kahoot server(s).
- 53. Prior to start of play of the QOTY City rounds, the Contestant must check that the Zoom and Kahoot app is operational and functioning correctly. The Contestant is advised to keep adequate system memory available to ensure smooth functioning of the QOTY quiz rounds. Quitting other applications on the device will also help towards smoother gameplay in case of some phones.
- 54. Contestant is advised to keep the device from which the QOTY quiz rounds are played, adequately charged. Low battery will result in shut down of the network and / or device and that will result in the Contestant not being in a position to answer the questions in the stipulated time.
- 55. The Contestant agrees to hold harmless the Company/DIGITOK and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Contestant or the Contestant's property, or device shall not be the responsibility of the Company/DIGITOK or its partners.
- 56. The Company/DIGITOK shall not be liable for any failure of the application server or system in the course of playing the QOTY quiz round.
- 57. The Company/DIGITOK cannot guarantee or assure seamless connectivity or continuous availability of the application, server, system or software to the Contestant during the conduct of the QOTY quiz rounds as these are dependent on the App, Zoom/Kahoot and other factors which could be beyond control of the Company/DIGITOK.
- 58. The Company/DIGITOK 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 QOTY quiz rounds due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.

VIII. TELEPHONY

- 59. In the event the Registrant(s) uses a public phone or SIM card not registered in his/her name for registration, the Company will not be responsible to track the Registrant(s).
- 60. In case the Company is unable to reach the Registrant(s), the Entry will be deemed as invalid.

- 61. In the event is it not possible to determine with certainty the person who registered from a particular mobile number, that entry would be disqualified. Registrant(s) are requested to use phone numbers which are unique to them and not to change their registered numbers till the conclusion of the Contest.
- 62. The Company shall not be liable for any failure of the IVR or SMS server or system which may be utilized for reaching out to the Registrant(s).
- 63. Post submission of the Entry via App, the Registrant(s) will not be permitted to modify / alter / change any details / answer submitted.
- 64. Only the Entries received after the registration window is opened will be considered valid.
- 65. The Company shall endeavor to make all reasonably practicable arrangements to minimize telephone system difficulties and website downtime, ensure uptime of systems, back-up of data, telephone system capacity, and prevent other technical impediments, but cannot provide any guarantee in respect thereof as these are dependent on external utilities/ service providers.
- 66. The Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of registration Entries.
- 67. The Company accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Registrant(s) are unable to participate in the Contest due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.

IX. SHORTLISTING (For QOTY Select, City Rounds and Nationals)

- 68. Apart from the Contestant(s), the Company may at its sole discretion provide a chance for entry to the Contest for unregistered individuals also, based on programming needs, should they arise, or in the event of participation selection process or system failure. This shall be the sole decision of the Company.
- 69. Even after final selection for the Contest, the Company shall have the right to replace any of the Contestant(s) as per their discretion and creative requirement, for the betterment of the Contest.
- 70. The Company also reserves the right to increase or decrease the ratio of the Contestants in the Contest i.e., increase or decrease the number of Contestants who can participate in the Contest, without any prior intimation to the Contestants and/or the public.
- 71. At no point of time will the Company be obliged to notify the Parent and/or Legal Guardian of the unsuccessful Contestants of its decision.
- 72. Whilst the Company shall make all reasonable endeavors to (i) enable Contestants to proceed with the Contest (ii) to contact Parent and/or Legal Guardian of the Contestants at each relevant juncture of the Contest, the Company can make no guarantee thereof and the Company shall in its sole discretion be entitled to proceed with the next entitled Contestants under these Terms & Conditions, in case it is unable to successfully contact and communicate with the Parent and/or Legal Guardian of the Contestants.
- 73. The Company will have no liability to the Parent and/or Legal Guardian of the Contestant who is unable to attend or participate in the Contest for whatever reason and the Company shall be entitled to disqualify the Contestant(s), replace any such Contestant(s)from the Contest at any time, at the discretion of the Company.
- 74. 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 Contest with another replacement Contestant(s), and each Contestant(s)shall agree to participate in the Contest as and when required by the Company to do so.
- 75. In the event that there is a tie between two (or more) Contestant(s), the Company shall be entitled to determine in its absolute discretion which Contestant(s) is eliminated and/or

which Contestant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Parent and/or Legal Guardian of the Contestants as it in its absolute discretion deems necessary. No enquiries, appeals, verbal or written, shall be entertained in this regard.

- 76. 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 Contestant selection process, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.
- 77. The Company reserves the right to classify the Zonal Finalists in such socio-economic categorizations that it deems appropriate.
- 78. The Company may in its sole discretion exclude a National Finalist from participating in the Studio part of the Contest which may include without limitation (i) circumstances which, in the Company's view, renders the National Finalist unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the National Finalist; (iii) any other reason that, at the discretion of Company, would adversely impact the Company, Channel or the Contest.

X. PROMOTIONAL ACTIVITY

- 79. On request of the Company, the Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) and their respective Schools shall also make arrangements for the Company to have access to Participants'/Contestants' residence, School, favorite hangouts, pets, etc. and obtain necessary permissions from Participant's/Contestant's parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
- 80. As part of Participant's/Contestants' contribution to the Contest, the Company may request the Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) to participate in any online/interactive activity relating to the Contest including without limitation recordings of webcasts, interviews and participation in so-called 'chat-rooms'.
- 81. The Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) agrees that the Participants/Contestants of the Contest 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 Participants/Contestants. Further, the Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) 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 Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) agrees that the footage of any nature shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.

XI. INTELLECTUAL PROPERTY RIGHTS

82. The Participant/Contestant(s) and their Parent and/or Legal Guardian (in case of minors) hereby agree and consent to the collection, recording, processing and storing of the images and videos of any of the rounds of the Contest or throughout the duration of the Contest. Further, any photographs, videos etc. submitted to the Company or recorded by the Company during the selection procedure shall on submission / creation become the property of the Company ("Materials") and shall be available to the Company for exploitation throughout the world in perpetuity. The Participants/Contestant(s) and their Parent and/or Legal Guardian (in case of minors) hereby waives off all the rights that they may have with respect to such Materials. The Participants/Contestant(s) and their Parent and/or Legal

Guardian (in case of minors) 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 Participants/Contestant(s) shall immediately be disqualified from taking part in the Contest or any further rounds of participation and such Participant/Contestant and their Parent and/or Legal Guardian (in case of minors) shall solely remain liable for any action (criminal/civil) arising therefrom.

- 83. All the Intellectual Property Rights of the Participants/Contestants in respect of the performance of the Participants/Contestants either in the Contest including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and the Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in India or anywhere else. The Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) also consent to the Company's right to reproduce the Participant's/Contestant's attributes or any recordings or materials provided by the Participants/Contestants or portray the Participants/Contestants 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 of the Contest or any other Contest of the Company, except where prohibited by law.
- 84. The Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) consents to the Company's right to use Participant's/Contestant's name, voice or picture, or the content of the Participant's/Contestant's in any of the rounds of the Contest without any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use. The Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) grants the Company irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the rounds of the Contest in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy 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 Participant's/Contestant's and their Parent and/or Legal Guardian (in case of minors) further knowledge or consent.
- 85. Acceptance of these Terms and Conditions by the Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) constitutes permission for the Company to click photographs, record videos of the Participant(s)/Contestant(s) and use the Participant's/ Contestants' 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.
- 86. The Company may also request the Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) to use or share the content posted on their personal social media platforms in relation to the Contest with the Company. The Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) hereby authorizes the Company to use the content available on their personal social media handles including their profile pictures, social media handles etc. Once such content is included in the Contest or used in connection with the Contest , the Company (and its assignees and licensees) shall have the right to use the same in perpetuity and the Participants/Contestants and their Parent and/or Legal Guardian (in case of minors) shall not raise any claims against the Company.

XII. EXPENSES OF PARTICIPATION AND LOGISTICS (for QOTY Nationals)

- 87. The arrangements for travel and stay of the National Finalist(s) and their Parent and/or Legal Guardian (or companion) for the QOTY Nationals to attend the shoot will be made by the Company (except for accommodation arrangements for the National Finalists residing in Mumbai).
- 88. The Company shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the National Finalist(s) and the Parent and/or Legal Guardian (or companion) due to any reason including but not limited to force majeure, logistical problems at the airports/ railway stations/ roads etc. and the Parent and/or Legal Guardian of the National Finalist(s) shall not have any claim against the Company and/or any of its affiliates connected with the Contest for the same. The Company (or any of the affiliates) connected with the Contest shall not be responsible for any such eventuality and the Parent and/or Legal Guardian of the National Finalist(s) undertakes not to claim any compensation from the Company for the same.

XIII. WINNER DECLARATION AND PAY-OUT/ PRIZE HANDOVER

- 89. Any and all taxes and/or levies applicable on the National Prize won by the Participant(s) under the laws of India shall be borne by the Participant(s) or their Parent and/or Legal Guardian (in case of minors) in relation to the National Prize. Distribution of the National Prize 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 of the QOTY National Winner is compulsory to claim the National Prize.
- 90. In order to claim the Prizes/National Prizes that the Winners might be eligible for, the Company may require the Winners or their Parent and/or Legal Guardian (in case of minors) to sign additional documents. The Winners or their Parent and/or Legal Guardian (in case of minors) agree to sign such additional documents or to provide such details as may be required by the Company for the purpose of disbursement of the Prizes/National Prizes. The Company reserves the right to withhold the disbursement of any Prizes/National Prizes in the event the Winners or their Parent and/or Legal Guardian (in case of minors) fail to sign or submit documents that may be required by the Company or fail to do so within the timeline defined by the Company.
- 91. Distribution of the Prize/National Prize shall be, at times, subject to the documents submitted by the Winners and verifying the other information to the Company's satisfaction. The Company reserves the right to withhold or forfeit the distribution of the Prize/National Prize to any Winner in the event the Company finds any discrepancies in the documents submitted by the Winner or their Parent and/or Legal Guardian (in case of a minor) or in the event the Winner or their Parent and/or Legal Guardian (in case of a minor) fails to submit any documents or fails to submit them in the time-period communicated by the Company or in the event the Winner or their Parent and/or Legal Guardian (in case of a minor) fails to submit any documents or fails to submit them in the time-period communicated by the Company or in the event the Winner or their Parent and/or Legal Guardian (in case of a minor) is in breach of any of the Terms and Conditions hereunder.
- 92. The Company may refuse to pay winnings or reclaim all sums paid to the Winners in the event of Winners fraud, dishonesty or non-entitlement to participate in the Contest under these Terms and Conditions. Further, in the event the Company is unable to contact the Winners or their Parent and/or Legal Guardian (in case of minors), the Company may forfeit the Prizes/National Prizes. The Company will not entertain any questions, queries or complaints in this regard. The Prizes/National Prizes declared by the Company are subject to change and the Company shall have the final say in all matters related to the Prizes/National Prizes and the Winners.

- 93. The Company will use the mobile number of the Parent and/or Legal Guardian provided by the Participant to identify the QOTY Daily, Weekly, Specials Top 10 and Specials Top 90 Winners.
- 94. A Participant will be eligible to win only one Prize in a week across QOTY Daily, QOTY Weekly, QOTY Specials Top 10 and QOTY Specials Top 90 Winner categories.
- 95. The Company, at its sole discretion, can also apply region-based filters for the shortlisting of Winners in order to provide a more balanced distribution of winners.
- 96. The Company shall have the right to modify the number of Winners per Prize category and the Winners hereby undertake not to question or to make any claims against the same. The Company also reserves the right to offer, withdraw or change any of the Prizes as provided herein-under, at any point of time, including after they have been announced.
- 97. The Winners will be notified of their winnings through in-app notifications through the App. The QOTY Daily, Weekly, Specials Top 10 and Specials Top 90 Prizes will be made available for redemption to the respective Winners in the form of prize coupons in the 'Prizes Won' section of QOTY. The Winners will have to provide correct and authentic personal information like name address etc. within the stipulated timelines by clicking on the in-app notification in order to claim the Prize.
- 98. The Prizes are to be collected / availed in a time bound manner. In the event the Winner failed to avail or take deliveries of the Prize as per the timelines communicated by the Company, the Company shall forfeit the Prizes won by the Winner.
- 99. Unless otherwise decided by the Company, the only manner of declaration of the Winner will be through in-app notifications and announcements on the App. The Company shall not be contacting the Winners individually to inform them about the Prizes won. The Company shall not be held liable, despite the Company's best efforts, in the event (i) the Winners fail to check the in-app notifications or announcement (ii) the provided mobile numbers is unreachable/not replied due to the following reasons including but not limited to: 1) phone number provided by the Participant is incorrect. 2) phone number or any other contact details provided by which Participant cannot be contacted/located. In the event the Company is unable to contact the Winners, the Company shall in its sole discretion, to forfeit the Prizes won by the Winners and proceed to award the Prizes to the next entitled Participants who are eligible to be Winners.
- 100. While the Company will make reasonable endeavors to deliver the Prize within 45 days of providing the details and also share a Prize disbursement confirmation email via the email id qotysupport@setindia.com, the Winner agrees that the delivery of the relevant Prize may be delayed as a result of a delay in submission of documents and/ or any force majeure events which are not within the control of the Company. The Winner hereby agrees that the Winner shall not hold the Company responsible for any delays and/ or disputes and/or claims arising out of any Prize that such Winner may be entitled to and shall keep the Company indemnified against any and all such claims.
- 101. At the time of the delivery of the Prize, the Winner will be required to verify their mobile number through an OTP verification by the delivery agent. Failure of OTP verification will lead to the forfeiture of the Prize and the same shall be returned to the Company. The Winner hereby agrees that the Winner shall not hold the Company responsible for the failure of the OTP verification process.
- 102. After receiving the Prize, if a Winner finds the Prize to have a manufacturing defect, or is damaged in transit or is rendered unfit for use prior to delivery being completed, the Winner shall contact the associated vendor directly via email at <u>qoty.gratifications@setindia.com</u>. The decision to replace the Prize relies solely on the associated vendor and the Winner hereby agrees not to hold the Company responsible for failure in replacement of the Prize.

- 103. The Winner hereby agrees that in case of any disputes/ claims arising out of the use or consumption of any Prize, the same shall be addressed directly to the associated vendor of such Prize and the Company shall not be held responsible for the same.
- 104. If at any point it is determined by the Company that any Participant has tampered with the App, the QOTY quizzes, or any data / servers / database / etc. related to QOTY, the Company reserves the right to revoke or cancel winnings of any such Participant.
- 105. The Company shall have the sole discretion to decide whether or not to declare the Winners or the manner in which the Winners are announced, and the Winners hereby undertake not to question or to make any claims against the manner in which the names of the Winners are declared by the Company.
- 106. The Company may refuse to pay winnings, award the Prize(s) or reclaim all sums paid to Winners in the event of any fraud, dishonesty, ineligibility or non-entitlement on the part of any of such Winner(s) to participate in QOTY under the Terms and Conditions.
- 107. The Parent and/or Legal Guardian of the Winners should also note that TDS maybe deducted as applicable on the total winnings exceeding INR 10,000 (Indian Rupees Ten Thousand only) and further documentation might be sought in order to process the payments exceeding INR 10,000 (Indian Rupees Ten Thousand only). Should the Parent and/or Legal Guardian of the Winners fail to provide such additional documentation or fail to provide the same within the time period and the form and manner in which it is requested by the Company, then the Company might be unable to dispatch the Prize/National Prize to such Winners and the Company shall in no manner be liable for the same.
- 108. SonyLIV identifies users through their unique registered mobile numbers. Hence, in the event of sharing of login ID/ password, multiple logins, multiple registrations through your registered mobile number, loss of registered mobile number or other such instances, the Company will send the Prizes to the QOTY profile through which the QOTY quizzes were played and won the Prize.

XIV. OTHER TERMS

- 109. The procedures for registration and participation in the Contest are subject to the Terms and Conditions stated herein. Non-conformance by any Registrant(s) to the rules of the Contest will disqualify him/her from participation or winnings, immediately, as the case may be.
- 110. In the event of any fault, misunderstanding or dispute concerning any part of the Contest, and/or the operation of the telephone system, call-backs, the selection of Registrant(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 Registrant(s). The Company is empowered to take a decision on any case or instances not covered by the present Terms and Conditions.
- 111. The Company reserves the right to amend (add, delete or modify) the Terms and Conditions governing the Contest and/or the Contestant selection process prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Contest or remedy any issues that occur.
- 112. The Company has the right at any time to terminate the Contest 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 Contest and/or accommodate any person or persons who have been selected in the Contest.
- 113. Registration to the Contest does not guarantee the selection of the Registrant(s) to proceed with the Contest. Registration also does not entitle any Registrant to a Prize/National Prize or award. The Company is not obligated to conduct the Contest or to shoot or produce the Contest.

- 114. All registrations shall be subject to completion of the procedures by the Registrant(s) as per instructions received (i) via SonyLIV (ii) on the Channel; and (iii) as per the Terms and Conditions.
- 115. 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.
- 116. The Participant(s)/Contestant(s) and their Parent and/or Legal Guardian (in case of a minor) hereby agree to not attempt to gain unauthorized access to the user accounts, servers or networks connected to the Company's services by any means, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encourage, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of the Company's services.
- 117. If the operation of the Contest (including without limitation the operation of the related telephone systems, call Centre operations, and software systems); the recording; broadcast of any/all of the Contest is prevented by an event of force majeure including but not limited to any natural disasters, pandemics, epidemics, government mandated lockdowns, orders, regulations etc. the Company may cancel all or any part of the Contest, or take such other decision as it deems fit.
- 118. Notwithstanding a Contestant's participation in the Contest, there is no obligation on the part of the Company to broadcast any part of the Contest in which Contestant has taken part, or any or all of his / her contribution as recorded by the Company.
- 119. The Company reserves the right to re-schedule the date(s) of registration, call-backs, selection rounds, recording the Studio Part of the Contest and broadcast, at its discretion.
- 120. In case any of the Winner(s) at any level of the Contest is found to be in violation of any and all rules/process of the Contest, the Company reserves the right to initiate legal proceedings against the Winner or the Parent and/or Legal Guardian of the Winner (in case of a minor) to return or refund the Prize/National Prize won on the Contest together with appropriate cost and penalty interest as deemed fit by the Company.
- 121. If Registrants are unclear as to the Terms and Conditions of participation, Registrant will have to send an email to qotysupport@setindia.com. The Company shall make reasonable endeavors to respond thereto. The above shall not, however, be a ground for extension of time / deadlines as specified herein.
- 122. The Company reserves the right to change the structure of the Contest as it sees fit including without limitation by adding / reducing / altering /rounds to the Contest.
- 123. The Company's decision (or, where appropriate, the decision of the Judges) is final and the Registrants or their Parent and/or Legal Guardian (in case of a minor) acknowledge that the interests of the Contest shall override those of any Registrants and/ or Contributor.
- 124. The only way to enter and participate in the Contest is through participation as described in Terms and Conditions. There is no other way of entering the contest. This entire process is transparent and monitored by an independent validator. Any person claiming that such person can help get you win for a consideration is defrauding you. Please contact your local police and report this person immediately.
- 125. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
- 126. These Terms and Conditions and the Contest shall be governed by and construed in accordance with the laws of India and the Registrants and their Parent and/or Legal Guardian (in case of a minor) submit irrevocably to the jurisdiction of the Courts in Mumbai.
- 127. Registration does not guarantee the selection or participation of the Registrant(s) and such selection shall be as per the sole discretion of the Company or its affiliates.
- 128. The Company of the Contest is empowered to take a decision on any case not covered by the present Terms and Conditions.

- 129. It is a condition of entry and participation in the Contest that Zonal and National Finalists make themselves available to participate in the Contest, and Parent and/or Legal Guardian of the Zonal and National Finalists agree and sign up or acknowledge the Release Form and any other documents as requested by the Company and abide by terms and conditions of such Release Form and the Terms and Conditions as devised from time to time by the Company including but not by way of limitation these Terms and Conditions.
- 130. The Parent and/or Legal Guardian of the National Finalists must ensure that the National Finalists at all times behave appropriately when taking part in the Contest and observe these Terms and Conditions and any other terms and conditions in force at the Studio. The Company reserves the right, in its absolute discretion, to remove from the Contest and/or the Studio, any National Finalist who breaks such rules and/or fails to behave appropriately and to further disqualify such National Finalist.
- 131. These Terms and Conditions supersede any and all release forms signed or acknowledged by the Parent and/or Legal Guardian of the Zonal and National Finalists and in the event of any conflict between Release Form and these Terms and Conditions, these Terms and Conditions will prevail.
- 132. No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Contest. National Finalists 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 Contest. Use of any prohibited substances could lead to disqualification.
- 133. Use of mobile phones will not be permitted during the Studio shoot. It may lead to disqualification.

XV. LIABILITIES AND DISCLAIMERS

- 134. 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 Registrant(s), Participant(s), Zonal Finalist(s), National Finalist(s) and/or the winners in any manner whatsoever, in relation to the Contest and/or Prize and/or the National Prize.
- 135. The Company, Judges, the host, the advertising agencies, the sub-contractors used by Company for the Contest, and any person or entity connected with the production (including the format owners of the Contest) administration and judging of the Contest (the "**Relevant Parties**") shall be under no liability whatsoever to the Participant(s) or their family or any party related to the Participant(s), in respect of any loss, damage suffered by the Participant(s) arising from or pursuant to the Contest or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant(s) at any stage of the Contest and during production thereof whether or not caused by (1) the administration (including scheduling) of the Contest including any failure of transportation or inability for any reason to appear before the Judges/host; (2) as a result of the decisions of the Judges or Company; (3) 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 (4) any printing, typographical or technological errors in any materials associated with the Contest.
- 136. 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 Contest. 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

Participant(s); or circumstances beyond the Relevant Parties including the Company's reasonable control.

- The App and website are provided on an "as-is" basis without any warranties of any kind. 137. To the fullest extent permitted by applicable law, the Company 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 Contest, App and website. Without limiting the foregoing, the Company specifically disclaim any warranty (a) that the 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 App and website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Registrants'/Participants' use of the App or website, servicing the need for online entry form results in or replacement of Registrant(s)/Participant(s) or another's equipment or data, the Company are not responsible for those costs.
- 138. The Participant(s) and their Parent and/or Legal Guardian (in case of a minor) and the winners of the Contest agrees that they shall hold harmless the Channel, Company, its employees, officers, sub-contractors or any other person in connection with the Prize/National Prize won by him/her and/or in relation to the Contest including but not limited to the procedure in the Contest, any third party claims including but not limited to any claims of infringement of any third party rights 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 to claim any damages or reliefs.
- 139. The Company will not be responsible for any loss / theft of belongings of the National Finalist(s) and his/her respective accompanying companions on the sets of the Contest /Studio, before/during/after the shoot of the Episodes/ Contest.
- 140. The Company shall not be responsible for:
 - i. Any delivery, failures relating to the registration.
- ii. The Company 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 other conditions/situations or failures beyond its control.
- 141. The Company will not be liable for any loss of earnings, employment or otherwise caused to the Registrant(s) and arising as a result of Registrant's participation in the Contest selection rounds or the QOTY Nationals, if selected.
- 142. The Company and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Contest on account of any factors beyond their control.
- 143. The Company and its sub contractors shall not be held responsible or accountable to any of the Contestant(s)/Contributor(s), for any loss, injury or any other liability which may arise, while attending the Studio Part / Shoot or while participating in the Contest and for which the Contestant(s)/Contributor(s) will be required to sign an indemnity in favor of the Company. The Parent and/or Legal Guardian of the Contestant(s)/Contributor(s) agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Contest 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.
 - 144. Registrant(s) and/or any party that accesses the App or the website, agrees that neither the Company nor any third party content or service providers involved in the Contest will be liable to Registrant(s) for any loss or damages, either actual or consequential, arising out of or relating to these Terms & Conditions, Registrant's use or inability to use

the App or website, or to Registrant's reliance upon information obtained from or through the App or website, participation in the Contest, travel, or use or misuse of any Prize/National Prize. In particular, neither the Company nor its third party 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 awards, terms of use, visitor's use or inability to use the App or website, online entry form or to visitor's reliance upon information obtained from or through the App or website, participation in the Contest, travel, or use or misuse of any Prize/National Prize, whether based in contract, tort, statutory or otherwise.

145. Apart from the entitlement to be part of the Contest, the Participants or his/her Parent and/or Legal Guardian (in case of a minor) will have no other rights or claims against the Company. For the sake of clarity, it is stated that the Participant(s) and their Parent and/or Legal Guardians (in case of a minor) of the Contest shall not be paid any consideration.