

TERMS AND CONDITIONS GOVERNING PARTICIPATION IN 'BE A HOME SHARK'

A. CONTEST DESCRIPTION:

"Be A Home Shark" is a skill-based interactivity which is being hosted on and can be played on the Sony LIV app, which is owned by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited).

B. DEFINITIONS:

For the purposes of the Terms & Conditions, the expressions used as shown herein-under shall have the meaning ascribed to them as shown herein-below:

- i. "Be A Home Shark" or "Play along game" or "PAG" means the skill-based interactivity titled "Be A Home Shark" which will be played by the PAP (defined below) in accordance with the Terms & Conditions on Sony LIV, The PAG is not accessible via browsers on a PC or laptop or any other device.
- ii. "Company" or "CMEPL" means 'Culver Max Entertainment Private Limited'.
- iii. "Daily Top 10 Winner(s)" means the top 10 PAPs who have all earned the highest coins for a PAG for any Episode of the Show (or part thereof). These 10 Top Daily Players are eligible to win gift vouchers worth Rs 500 only once in this season.
- iv. "Episode" means an episode of the Show (as defined below);
- v. "Pitcher(s)" means the contestant(s) on the Show pitching his/her/their business idea to the Shark(s) in return to receive funding(s) or investment(s) deal;
- vi. "Play Along Participant(s)" or "PAP" means any person(s) who registers and / or participates in the PAG and who (i) is above eighteen (18) years of age as on January 22, 2024 ; (ii) is a citizen of India residing in India (iii) is of sound mind and health and (iv) agrees to enter into and participate in the PAG in accordance with the Rules and Regulations as defined in this document.
- vii. "Play Along Game Partner(s)" or "PAGP" means the sponsors that are onboarded by the Company to gratify the Winner(s) under different prize categories.
- viii. "Season End Top 10 Winner(s)" means 10 selected winners who have earned the highest coins while playing for that particular season of the PAG. These winners are eligible to win certain gifts as decided by the Company.
- ix. "Sharks": The panel of investors/venture capitalists that will be evaluating and investing in the business of the Pitcher appearing on the Show.
- x. "Show" means the television series titled "**Shark Tank India – Season 3**" commissioned by the Company and telecasted on its television channel 'Sony Entertainment Television' ("SET") and streamed on Sony LIV.
- xi. "Sony LIV" or "App" means the OTT platform accessible as an application and through web, owned and operated by the Company where the PAG will be hosted.
- xii. "Stipulated Time" for the purposes of the PAG shall mean either (i) the period until which the Company permits a PAP to answer any question forming part of the PAG; or (ii) the time taken by the Contestant to pitch business idea(s) to Shark(s);
- xiii. "Terms & Conditions" or "Rules and Regulation" means these terms and conditions governing the participation of the PAP in to the PAG, as stated herein in entirety and as may be amended by the Company, at its sole discretion, from time to time.
- xiv. "Weekly Top 10 Winner(s)" means the top 10 PAPs who have earned the highest coins in the PAG of a particular week. These Top 10 Weekly Winners are eligible to win gift vouchers worth Rs 1000 only once in this season.
- xv. "Winners" shall mean either the Daily Top 10 Winner(s), Weekly Top 10 Winner(s), Season End Top 10 Winner(s) or any other winner as may be determined by the Company in terms of the Terms & Conditions.

C. ELIGIBILITY CRITERIA

In order to participate in the PAG, all the following conditions need to be fulfilled by the PAP:

- individuals should have registered and / or participated in the PAG via the App;

- should be above eighteen (18) years of age as on January 22, 2024;
- Should be a citizen of India residing in India provided that you are not residing in the state where use or redemption of the coupon reward is not permissible as per terms and conditions available on the PAG Partner platform or as per applicable laws, as the case may be;
- Should be of sound mind and health; and
- such individual agrees to enter into and participate in the PAG in accordance with the Rules and Regulations as defined in this document.

Only a PAP that fulfills all the above-mentioned criteria (including any changes made thereof) shall be eligible to participate in the PAG (“**Eligible PAP**”)

PROCEDURE TO PARTICIPATE IN THE PLAY ALONG GAME:

1. Participation

- a) Eligible PAPs can participate in the PAG by registering on the App in the PAG section. The PAG will be available on the App as per the following schedule:

Ep No.	Date when PAG is available for playing
1	22 January 2024
2	23 January 2024
3	24 January 2024
4	25 January 2024
5	26 January 2024
6	29 January 2024
7	30 January 2024
8	31 January 2024
9	01 February 2024
10	02 February 2024
11	05 February 2024
12	06 February 2024
13	07 February 2024
14	08 February 2024
15	09 February 2024
16	12 February 2024
17	13 February 2024
18	14 February 2024
19	15 February 2024
20	16 February 2024
21	19 February 2024
22	20 February 2024
23	21 February 2024
24	22 February 2024
25	23 February 2024
26	26 February 2024
27	27 February 2024
28	28 February 2024
29	29 February 2024
30	01 March 2024
31	04 March 2024
32	05 March 2024
33	06 March 2024
34	07 March 2024
35	08 March 2024
36	11 March 2024
37	12 March 2024

38	13 March2024
39	14 March2024
40	15 March2024
41	18 March2024
42	19 March2024
43	20 March2024
44	21 March 2024
45	22 March 2024
46	25 March 2024
47	26 March 2024
48	27 March 2024
49	28 March 2024
50	29 March 2024

- b) The above-mentioned schedule could be added to, modified or cancelled based on programming/ technical requirements of the Company or in the event the Show is for any reason rescheduled, extended, cancelled or terminated early, at the sole discretion of the Company without any prior intimation.
- c) The mobile number from which the registration is received will be used to identify the PAP as a unique identification number. We urge PAPs to use numbers where they would be clearly identified as the PAP of the contest / PAG.
- d) Any entry for participation in the PAG is not transferrable.
- e) The PAP may be required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and attested photocopies of either (i) passport/driving license or (ii) PAN Card along with birth certificate and ration card or (iii) voter identity card with birth certificate (iv) UID/Aadhar Card. The PAG by each PAP must be registered with the concerned PAP's name and the PAP may be required to furnish supporting documents as proof.
- f) The Company has the right at any time to require proof of identity and/or eligibility. The failure to provide proof or affidavit of eligibility, including the proof of name, address, and correct date of birth within the time as stipulated in the Terms & Conditions or upon request by the Company may result in disqualification. The Company also reserves the right to disqualify a PAP in case where a discrepancy is found to exist in the information furnished/provided/stated by the PAP during the conversation with the Company or any of the Company's sub-contractors and vendors in the PAG, and/or in the information stated in the documents furnished by the PAP or at any time.
- g) The Company may, at its discretion, contact the PAP(s), if required, for any clarifications needed for the information provided when contacted by the Company.
- h) All personal details and information requested by and supplied to the Company by each PAP must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any PAP(s) from the PAG at its sole discretion, should the PAP(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.

2. Steps for Registration

- a) Download the Sony LIV application from the application store. Please note, the application download is free of cost, however data charges may apply. For further details please contact your telecom operator. Alternatively, you can open the Sony LIV mobile website on your mobile browser to access the PAG. Please note, the PAG is not accessible via browsers on your PC or laptops or any other device.
- b) If you are a first-time user, then you will be prompted to register by providing your mobile number and/or e-mail id. An OTP will be sent across to your mobile number and/or e-mail id to verify the same.
- c) Once registered, you will be prompted to provide your basic details such as Date of Birth, Gender and State/City etc.
- d) Click on "Home Shark" banner/ access "Be A Home Shark" from the menu.
- e) Select Language Preference (English/ Hindi).
- f) Click on the "Play Now" tab.
- g) Answer Profile related questions (such as including Date of Birth (DOB), Gender, State, City, related questions as required).

- h) The PAP has to log in the PAG using their social media accounts i.e. Google + and Facebook. The Company hereby clarifies that any linking of social media accounts hereunder (i.e. Google + and Facebook) is being done for verification purposes to ensure that the person playing/accessing the PAG is 18 years and above and is not a robot.
- i) In the event the PAP uses a SIM card not registered in her/his name for registration, the Company will not be responsible to track such PAP and such PAP will be disqualified.
- j) In the event, it is not possible to determine with certainty the person who registered from a particular mobile number, that entry would be disqualified. PAP(s) are requested to use mobile numbers which are unique to them.
- k) Taking part in the registration process shall be deemed to be acceptance by the PAP(s) to receive promotional messages from the Company or any third party so authorized by the Company. In the event the PAP wants to opt out from receiving any such promotional messages then the PAP can write to the Company at livesupport@sonyLIV.com.
- l) The procedures for registration and participation in the PAG are subject to the Terms & Conditions stated herein. Non-conformance by any PAP(s) to the Terms & Conditions will disqualify him/her from participation or winnings, immediately, as the case may be.

3. Charges for the PAG

- a) The downloading of the App and participation in the Play Along Game are free of cost, however data charges may apply. For further details please contact your telecom operator.
- b) Please check with your telecom operator for any other applicable charges. In case any user registers while roaming in a different circle/zone/country, additional roaming rates may apply. Please contact your telecom operator for the applicable rates.
- c) There is no levy of an entry fee for participation in the PAG. Any person who claims to be from the Company and asks the PAP for paying an entry fee for participation in the PAG or operation of PAG on any platform other than App or states that the Show or the Company is distributing any lotteries or cash prizes, is defrauding the PAP(s) and he/she should report this to the local police immediately. There are also no lotteries, prize monies, cash prizes etc. distributed by the Company or the Show. The only way to participate in the PAG and win the prizes is in the manner detailed hereunder. The Company do not take any responsibility for intentional or otherwise participation made by any individual to any such deceptive schemes or defrauding practices by any third party, and hence we strongly urge you to beware of such malpractices.

4. List of Interactivities available:

- a) Play Along Game Interactivities:
 - i. **“Predictor Question”** is a segment where questions related to the particular episode of the Show, where in a PAP will have to answer questions related to a particular pitch being shown during the episode, along with the Show. Every episode will have 3 pitches and each pitch will comprise of 2 Predictor Questions carrying 200 points each.
 - ii. **“Be a Home Shark”** is a segment where a PAP will have to think like a Shark and predict the value of investment(s), percentage share and valuation at which the Sharks on the Show will make in a particular pitch. Every episode will have 3 pitches and each pitch will comprise of 1 Be a Home Shark question carrying 500 points each.
 - iii. **“Trivia question”** means question based on facts linked to the sector/segment of the earlier pitch during a particular episode of the show. Every episode will have 3 pitches and each pitch will comprise of 3 Trivia questions carrying 200 points each.
- b) Offline Interactivities:

“Bizz Quiz” means offline quiz question asked on App to PAP apart from PAG. Daily 5 questions will be asked from Monday to Friday and for every question answered correctly, the PAP will earn 100 coins.

Please note that offline quiz will start from January 22, 2024 at 10 pm. PAP’s score for the period Monday 10 pm to Friday 9:59 pm for the particular week shall be considered as cutoff for winner determination.

Please note, a PAP can play only one of the above-mentioned interactivities at a time.

5. Playing Rules

5.1. **Process**

- a) During each Episode of the Show, the PAP will have to answer questions as displayed on the App within the Stipulated Time.
- b) The Stipulated Time will vary for each question and the PAP(s) should ensure that they appraise themselves of the same before each question.
- c) For every question answered correctly, the PAP will be awarded coins (s) according to the category of question answered.
- d) For a particular pitch, Be a Home Shark will feature one question worth 500 points. PAP is required to make a prediction based on the amount of investment to be received by the pitcher, the percentage share at which the shark(s) will invest, and the final valuation of the company.
- e) The offline Bizz Quiz will consist of 5 questions worth 100 coin each. Each PAP can answer the quiz/5 questions only once during the time period. The PAP will get 30 seconds to answer each question.
- f) The Company can change the manner of scoring these activities or add/discontinue such winning activities or questions as it deems fit. No claims will be entertained about this.

5.2. An on-going PAP could lose the opportunity to play one or more questions, in any of the following scenarios:

- i. Where a PAP answers a call / message / etc. on the device where he/she is playing PAG or watching a video on the PAG;
- ii. Where a PAP exits the application being used by the PAP in the course of playing the PAG or watching a video on the PAG;
- iii. Where there is a network drop or battery drain-out in the course of playing the PAG or watching a video on the PAG;
- iv. Where the device on which PAG is being played hangs during the course of playing the PAG or watching a video on the PAG;
- v. Where the PAG or the ability of a PAP to play the PAG is affected by any other network / IT / phone issues. Where a PAP exits the PAG in the middle of a session when a Pitcher is pitching to investor on Show, the PAP will be permitted to rejoin the PAG only when the next question is asked.

5.3. Coins scored by PAP across multiple days will get accumulated. In the event a PAG is terminated mid-session for any reasons whatsoever, the PAP will have to wait till the next question is asked on the Show, in order to continue scoring coins.

5.4. Once the "Submit" button has been pressed, the PAP will not be allowed to change the answer. If the "Submit" button does not disappear, the server has not received the response and the PAP would be required to press the button again. Please note that the PAP has to select the answer option and press the button within the Stipulated Time.

5.5. Post submission (locking) of the answer, the PAP(s) will not be permitted to modify / alter / change the answer submitted.

5.6. Only the answers received within the Stipulated Time will be considered valid.

5.7. 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 round of the PAG.

5.8. The Company's decision on the correctness or incorrectness of any answer is final and binding on all PAPs.

6. **Winners Selection**

- a) The Winner determination will be on the basis of the total coins earned by PAPs across all interactivities available for that particular episode/ week. A PAP who (i) is not previously a Winner in the same prize category and (ii) has earned the highest number of coins in the PAG for a particular episode/ week of the Show will become eligible for being chosen as the Winner under the various categories detailed below. For the sake of more clarity, once an eligible PAP has been a Winner for "Daily Top 10 Winner" or "Weekly Top 10" category, he/ she is ineligible to be selected in the same category as the Winner for the subsequent weeks in the same show season. Further, a PAP is ineligible to be winner in both categories in same week of the show season. Winners from previous seasons are eligible to win this season also.
- b) However, such winning PAP would still be eligible to win a prize in other categories during the season of the Show.
- c) The Winners will receive a call to confirm their details. In case, the PAPs do not confirm their details, the Company has the right to choose the following PAPs with the highest score.

- d) A PAP with the same PAN and Aadhar ID documents participating through multiple mobile numbers will be treated as the same user for the purpose of any gratification.
- e) The Company shall have the sole discretion to modify the number of Winners, prize amount and the prize categories as it deems fit. The Winners hereby undertake not to question or to make any claims against the same.
- f) The Winners who are eligible to prizes shall be informed about the prizes and details via registered email id and/or mobile number.

7. Daily Top 10 Winner

- a) "Daily Top 10 Winner(s)" means the top 10 PAPs who have earned the highest coins across all interactivities (detailed in clause 4 above) available for a particular episode of the Show (or part thereof).
- b) Each Winner from the "Daily Top 10 Winner(s)" category is eligible to win a gift voucher worth INR 500. Further, the Winners will be informed about the prizes and details in 'My Earnings' section of the PAG by clicking on it and company will reach out to winners on the registered email id and /or mobile number.
- c) Winners can redeem the coupon reward in 'My Earnings' section of the PAG by clicking on it which will redirect to the brand page for further processing and redemption. Winners will only be able to use or redeem such prize coupon in accordance with the terms and conditions laid down by the PAG Partner on their platform and shall always be subject to compliance by the Winners of each of such terms and conditions.
- d) PAP shall review and understand the PAG Partner's platform terms and conditions before participation to PAG in order to understand if there are any restrictions that prohibits PAP from using or redeeming the coupon reward PAP may win in PAG, and that PAP shall not participate in the PAG in case there is prohibition of using or redeeming the coupon rewards, as per the PAG Partner's platform terms and conditions.
- e) Documentation might be sought to process prize gratification. Should the Winners fail to provide such 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 might be unable to remit the prize to such Winners and the Company shall in no manner be liable for the same.
- f) In case of a mismatch between the social username used for participation and submitted government documents, the shortlisted winner should submit a valid proof to verify the registered mobile number belongs to the winner along with a signed declaration as deem fit by the Company.
- g) A PAP can win in the "Daily Top 10 Winner" category only once during the entire season. However, such winning PAP would still be eligible to win a prize under the "Weekly Top 10 Winner" in the subsequent weeks and "Season End Top 10 Winner" category during the season of the Show.

8. Weekly Top 10 Winner

- a) "Weekly Top 10 Winner(s)" means the top 10 PAPs who have all scored the highest coins for a PAG for any week of the Show (or part thereof). Each Winner under the "Weekly Top 10 Winner(s)" category is eligible to win a gift voucher worth INR 1000.
- b) It is hereby clarified that the scores used for selection of Weekly Top 10 Winner shall include coins earned across all interactivities (detailed in clause 4 above) by a PAP for the particular week.
- c) The Weekly Top 10 Winner(s) can redeem the coupon reward in 'My Earnings' section of the PAG by clicking on it which will redirect to the brand page for further processing and redemption. Winners will only be able to use or redeem such prize coupon in accordance with the terms and conditions laid down by the PAG Partner on their platform and shall always be subject to compliance by the Winners of each of such terms and conditions, including but not limited to, all state specific applicable laws/guidelines basis which such prize coupon can be utilized.
- d) PAP shall review and understand the PAG Partner's platform terms and conditions before participation to PAG in order to understand if there are any state-wise restrictions that prohibits PAP from using or redeeming the coupon reward PAP may win in PAG, and that PAP shall not participate in the PAG in case PAP is residing in any state(s) where there is prohibition of using or redeeming the coupon rewards, as per the PAG Partner's platform terms and conditions or as per applicable laws.
- e) A PAP can win prize under the Weekly Top 10 Winner(s) category only once during the entire season. However, such winning PAP would still be eligible to win in "Daily Top 10 Winner(s)" and "Season End top 10 Winner" category for the show season as mentioned in respective

categories. For further clarity, a Winner can win only once in a particular category throughout the entire season of the Show and cannot win in two different categories within the same week.

9. Season End Top 10 Winner

- a) “Season End Top 10 Winner(s)” means the top 10 PAPs who has scored the highest number of coins during defined period of the PAG and the Show (or part thereof).
- b) It is hereby clarified that the scores used for selection of the Season Winner shall include coins earned across all interactivities (detailed in clause 4 above) by PAPs during the season. Winners are eligible to win certain gifts as decided by the Company. The cut-off date for calculation of scores will be considered as March 29, 2024. The Company reserves the right to alter/modify the rules to select the Season End Top 10 Winner as it deems fit.
- c) Documentation might be sought to process prize gratification. Should the Winners fail to provide such 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 might be unable to remit the prize to such Winners and the Company shall in no manner be liable for the same.
- d) In case of a mismatch between the social username used for participation and submitted government documents, the shortlisted winner should submit a valid proof to verify the registered mobile number belongs to the winner along with a signed declaration as deem fit by the Company.
- e) The eligible PAP can win this prize only once in the season.
- f) Further, the Winners will be informed about the prizes and details in ‘My Earnings’ section of the PAG by clicking on it and the Company will reach out to the Winners on the registered email id and /or mobile number.

10. Winners Leaderboard

- a) The Company shall display, maintain and update a daily leaderboard for each episode on the App (“**Leaderboard**”) which will feature the Daily Top 10 Winners.
- b) The Leaderboard revealing the Daily Top 10 Winners of a particular Episode will be displayed in the App in the following episode.
- c) The Company may also decide to display a subset of the overall Leaderboard which will show the region/city wise top PAPs.

11. Winner Declaration and Pay-out/ Prize disbursement

- a) The Winners will need to ensure that their mobile numbers and/or other contact details are correctly updated in order to claim their gratification. The Winners can claim the prizes or gratifications latest by March 29, 2024 following which the unclaimed gratification will lapse.
- b) 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.
- c) Where more than one eligible PAP scores the same highest number of coins in a PAG for any week of the PAG, the Winner(s) will be determined with the help of randomizer software developed specifically for the purpose of selection of the winner(s). The randomizer will use an appropriate method of selecting winners to break the tie, at the discretion of Company. In the event of a software failure, or for any other reason, the Company may adopt any other methodology or criteria at its sole discretion to select from amongst the eligible PAPs, depending upon requirement and availability of time.
- d) The selection of any 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 during the following week episode. In the event, any PAPs so selected have not updated their details for the Company to use or the profile name provided is not suitable for broadcast (such decision shall be at the Company’s discretion), then the Company shall have the sole discretion to disqualify such PAP. The Company shall also have the right to replace such disqualified PAP with the next highest scorer on the Leaderboard.

- e) The Company and/or its authorized agents, affiliates and representatives will rely upon only such information as may be provided by the PAP at the time of participation in the PAG (or registration on the App). The PAPs are hereby required to keep their information updated.
- f) Any payments or price redemption being made to the Winners hereunder may be done through third party payment platforms and at all times shall be subject to the terms and conditions of the said third-party platforms. The Company shall in no manner be responsible for any failure on the part of such third-party payment gateway to make payments to the Winners or third-party platform (including the PAG Partner) to allow Winners to redeem their coupon reward. Further, the Company shall not be responsible in any manner whatsoever for any errors, omissions or failures or inability on the part of the e-wallets, if any, where such prizes are being transferred or third party platform, where such coupon reward are being redeemed. The PAP hereby undertakes that he/she shall not raise any claims against the Company in this regard and shall keep the Company indemnified to that extent.
- g) The Winners should also note that TDS maybe deducted as applicable on gratifications exceeding INR 10,000 earned by the concerned PAP cumulatively by participating in different play along games offered by the App for other shows of the Company. Further documentation might be sought in order to process the payments exceeding INR 10,000. Should 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 might be unable to remit the prize amount to such Winners and the Company shall in no manner be liable for the same.
- h) The Company reserves the right, at its discretion, to institute one or more prizes for the PAPs and their supporting terms and conditions thereto, including whether such prizes are daily, weekly, grand, cumulative, non-cumulative or any combination thereof. The Company may decide not to declare any prizes in a particular week.
- a) The Company reserves the right to withdraw any of the prizes as provided herein, at any point of time, including after they have been announced already and the Company shall not entertain any queries in this regard from the PAPs.
- b) The Leaderboard is indicative only and may not be up to date across all PAPs and the Leader Board data cannot be used as evidence in any manner. Due to high participation volume, server load, software malfunction, etc., coin calculation may not be immediately correct. In the event coin calculations are incorrect, the Company will, on a best effort basis, attempt to correct the same. This could result in changes to a PAPs total coin and/or the Leaderboard. The Company will have no obligation to intimate any PAP in the event such correction. The revised coins or the Leaderboard will be displayed on the App and the PAP should keep themselves updated.
- c) The Company may, in its sole discretion, exclude a PAP from participating in any part of the PAG or from claiming any prizes, which may include without limitation (i) circumstances which, in the Company's view, renders the PAP unfit/ineligible to participate therein; (ii) inability to produce documentation specified by the Company, to the satisfaction of the Company, proving the identity of the PAP; (iii) any other reason that, at the discretion of Company, would adversely impact the Company or the PAG. At no point of time will the Company be obliged to notify unsuccessful PAPs of its decision.
- d) The Company will use the number used to register on the App by the PAP to identify the Winner of the prizes won, if any. Inability on the part of the PAP to accordingly show or provide the required identification proof could entitle the Company to disqualify the PAP from any winnings, if any.
- e) Whilst the Company shall make all reasonable endeavors to (i) enable PAP(s) to proceed with participation in the PAG (ii) to contact all Winner(s) at each relevant juncture of the PAG, the Company can make no guarantee thereof and the Company shall in its sole discretion be entitled to proceed with the next entitled PAPs who are eligible to be Winners under the Terms & Conditions, in case it is unable to successfully contact and communicate with PAP(s)/ Winner(s) in terms hereof.
- f) The Company will have no liability to a PAP who is unable to take part in the PAG for whatever reason and the Company shall be entitled to disqualify the PAP(s) from the PAG at any time, at the discretion of the Company.

- g) The Company further reserves the right to replace at its discretion any Winner(s) who for any reason fails or is disqualified from or unable to participate in the PAG with another PAP who has scored the same number of coins and is otherwise eligible to be a Winner, notwithstanding that such PAP may have been previously eliminated from the PAG and each PAP shall agree to collect the prize as and when required by the Company to do so.
- h) If at any time, it is determined by the Company that any person has tampered with the App, the PAG, or any data / servers / database / etc. related to the PAG, the Company reserves the right at its discretion to revoke or cancel coins or winnings of any such PAP and / or initiate litigation as deemed fit and necessary by the Company.
- i) The Winners hereby agrees that he/ she shall not hold the Company responsible for any delays and/ or disputes and/or claims arising out of the prizes to be won and shall indemnify the Company against any and all such claims.
- j) The Winners hereby agree that any in case of any disputes/ claims arising out of the prizes to be won, the same shall be addressed directly to the sponsors that are gratifying the winners and the Company shall not be held responsible for the same.
- k) The Company may refuse to pay winnings or reclaim all sums paid to Winners in the event of any fraud, dishonesty or non-entitlement on the part of any of such Winner(s) to participate in the PAG under the Terms & Conditions as well as delay/refusal to submit documents on time.

D. SYSTEMS AND AVAILABILITY

- a) The Company 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 PAG 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 PAP, etc. The PAP 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 PAG.
- b) Any loss or outrage or dissatisfaction suffered by the course of playing the PAG by a PAP would not be the responsibility of the Company and/or its associates/ affiliates and the Company or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- c) All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, the Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Company should not be held responsible for any loss of data or the action taken on account of the same. The Company will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- d) In the event the response of the PAP is not for any reason received within the Stipulated Time period for the question, such PAP would be not be able to get coins in the event that question(s) was correctly answered by the PAP. The PAP can continue to answer questions once re-connected to the central PAG game server(s). The Company or its vendors and partners are not responsible for any such instances.
- e) For sake of clarity, PAPs are advised to play the PAG through one device only. In case multiple entries are received from a PAP for the same question, the Company has the right to choose the first answer entry received from that PAP. If multiple entries are received at the same time, then the Company will choose any of the answer entries received. Coins calculated basis this will be considered final and would be updated on the PAG subsequently at a later date.
- f) Prior to start of play of the PAG, the PAP must check that the App is operational and functioning correctly. The PAP is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the PAG. Quitting other applications on the device will also help towards smoother gameplay in case of some phones.
- g) PAP is advised to keep the device from which the PAG is played, adequately charged. Low battery will result in shut down of the network and / or device and that will result in the PAP not being in a position to play along.

- h) The server used to communicate with the PAP has adequate redundancies built into it. However, in the rare cases, the server is down during the PAG, the Company will, at its discretion but not as an obligation, determine such measures as it may deem fit, including cancelling certain sections or segments or question(s) from being scored and/or awarding coins to all the players for that section, or any other means at the discretion of the Company.
- i) Every effort will be made to coordinate the timing of the PAG questions with the SD & HD feeds of the Show, such that the answer reveal of the PAG questions coincides with the answer reveal on the Show. However, since this is heavily dependent on satellites, networks, receivers, connectivity, cloud issues and various forms of latency, there could be instances of inaccurate alignment. These would be outside the control of the Company or its affiliates/associates and neither the Company nor its affiliates or associates will be responsible for any consequences or liability arising therefrom, to any part whatsoever.
- j) All PAPs need to adjust the device display, font and resolution to default size or lower to ensure that they are able to play the PAG on their devices properly. If not, then the “Play” and “Lock” button might not appear on the device screen during gameplay. In case the PAP is not able to play the PAG on account of this, the Company will not be responsible in any manner whatsoever.
- k) The PAP acknowledges that all possible issues may not have been identified by the Company and its partners and agrees to hold harmless the Company 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 PAP or the PAP’s property, or device shall not be the responsibility of the Company or its partners.
- l) No person (i.e., either the PAP, or any person on behalf of the PAP) shall initiate litigation against the Company or its partners in any manner without first providing the Company a complaint at livsupport@sonyLIV.com and providing the Company an opportunity to address the complaint.
- m) In case any unauthorized activity is observed on the PAG, that particular PAP will be disqualified to play till such time as the Company deems fit. The Company would not be responsible in any manner whatsoever on account of such disqualification.
- n) The Company shall not be liable for any failure of the application server or system in the course of playing the PAG.
- o) The Company shall endeavor to make all reasonably practicable arrangements, it cannot guarantee or assure seamless connectivity or continuous availability of the application, server, system or software to the PAPs during the conduct of the PAG as these are dependent on external utilities/ service providers and factors which could be beyond control of the Company.
- p) The Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of answers.
- q) The Company accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the PAP(s) are unable to participate in the PAG due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.
- r) It shall not be open for the PAP(s) or any of their representatives to require an audit or verification of the randomizer/ selection software or any other criteria, process or system adopted by the Company as part of the process of conduct of the PAG or selection of Winners resulting therefrom. No enquiries, appeals, verbal or written, shall be entertained in this regard.

E. CONFIDENTIALITY AND PRIVACY

- a) The Company shall keep all the information collected (including any Personal Data) from the PAPs confidential and shall not share the information so collected with any party, save and except for the purpose of the present PAG.
- b) By choosing to register for and participate in the PAG, the PAP hereby consents to the collection, storage, use, disclosure, transfer, of Personal Data which may be collected by the Company for the purposes of the PAG and the Show. The PAP hereby agrees and acknowledges that the collection, storage, use, disclosure, transfer, of the Personal Data by the Company is for a lawful purpose and is necessary for facilitating the PAP’s participation in the PAG. The PAP’s, by

providing the aforesaid Personal Data hereby agree that the Company shall have the right to share the Personal Data so collected with such other third party as required for the purpose of the PAG or the Show and hereby agrees that he/she shall not file any claim against the Company for sharing for such Personal Data. Please refer to the Privacy Policy <https://www.sonyliv.com/privacy-policy> that governs the use of your Personal Data.

- c) The Company shall deal with any Personal Data, if any, that it receives from PAP or otherwise collects, holds, uses and processes in the following manner: a) the Company may also 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. c) The term “**Personal Data**” shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver’s license number, permanent account numbers, social security numbers or other details pertaining to the identity of the PAP and shall include sensitive personal information.
- d) By choosing to log in to the App using the social media accounts mentioned hereinabove, the PAP hereby consents to the Company collecting the personal information shared by the PAP with such social media websites. In the event the PAP wants to withdraw the consent with respect to sharing of the personal information by the social media websites, then the PAP shall contact the social media website directly.
- e) None of the PAPs shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments or post any content or posts on any social media platforms, relating to any aspect of the PAG. The PAP shall not disclose any information whatsoever relating to the Company to any other party. Violation of this clause shall immediately disqualify the PAP’s prospects of further participation.
- f) The PAP shall at all times keep confidential all particulars and details regarding the PAG.

F. INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY

- a) Any photographs, videos etc. submitted by the PAPs/Winners to the Company or recorded, shall on submission / creation become the property of the Company and shall be available to the Company for exploitation across all mediums throughout the world in perpetuity. The PAP(s) shall ensure that the photos or videos submitted by them in any public domain or their photos, videos 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. The PAP(s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- b) By participating in the PAG, the PAP waive all copyrights including but not limited to Intellectual Property Rights (IPR) and moral rights, rights of publicity, personality rights, and any related rights and consents to the Company’s right to use the name, signature, name, images, videos etc. provided by the PAP for the PAG and to picture, tape or portray him/her as a participant/winner of the PAG, use the their profile pictures and social media handles, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, internet, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The PAP also consents to the Company’s right to use his/her name, voice or picture etc. (collectively, the “Publicity Rights”). The Company can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with the Company. The Company shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the PAG for any purpose.
- c) As part of PAP’s contribution to the PAG, the Company may request one or more PAP to participate in any online/interactive activity relating to the Show, including without limitation, the recordings of webcasts, interviews and participation in so-called ‘chat-rooms’. It is a further condition of entry and participation in the PAG that the PAP(s) shall adhere to and where necessary, procure from any and all contributors thereto, their necessary agreement and execution of the release form as devised from time to time by the Company.

- d) The Winner(s) of the PAG as announced by the Company from time to time, agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign (“Promotional Activity”) of any nature whatsoever without any money payable to the Winner(s). Further, the Winner(s)/PAP(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company. The Winner(s)/PAP(s) agrees that the footage of any nature shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- e) Acceptance of these Terms & Conditions by the PAP constitutes permission for the Company, including its affiliates, to click photographs, record videos of the PAP(s) and use the PAP(s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

G. GENERAL TERMS AND CONDITIONS

- a) The participation in the PAG(s) shall be considered to be acceptance of these Terms & Conditions.
- b) The PAG may contain certain segments which will be sponsored by third parties. The participation and winner selection in such sponsor segments will be governed by the terms and conditions of the said third parties. The PAP may choose to participate in activities made available by such third parties under such sponsor segments. These activities shall be independent of the PAG and the coins earned through the activities may or may not be added to the score earned by the PAP through the PAG. The Company reserves the right to decide whether to include coins earned by the PAPs in the said sponsor segments in their overall PAG score. The PAP is requested to make sure they read the terms and conditions of such activities under the sponsor segments carefully. The PAP hereby undertakes that he/she shall not raise any claims against the Company in this regard and shall keep the Company indemnified to that extent. Any gratifications being redeemed by the winners through sponsor integrations or are being done through third party platforms and at all times shall be subject to the terms and conditions of the said third-party platforms. The Company shall in no manner be responsible for any failure on the part of such third-party gateways to gratify the declared winners. Further, the Company shall not be responsible in any manner whatsoever for any errors, omissions or failures on the part of the e-wallets where such prizes are being transferred. The PAP hereby undertakes that he/she shall not raise any claims against the Company in this regard and shall keep the Company indemnified to that extent.
- c) Any gratifications being redeemed by the winners through sponsor integrations or are being done through third party platforms and at all times shall be subject to the terms and conditions of the said third-party platforms. The Company shall in no manner be responsible for any failure on the part of such third-party gateways to gratify the declared winners. Further, the Company shall not be responsible in any manner whatsoever for any errors, omissions or failures on the part of the e-wallets where such prizes are being transferred. The PAP hereby undertakes that he/she shall not raise any claims against the Company in this regard and shall keep the Company indemnified to that extent. The PAP hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Company or its affiliates, as the case may be.
- d) The PAP shall undertake, warrant and guarantee to the Company that the PAP has the full legal capacity to participate in the PAG in accordance with these Terms & Conditions.
- e) Any requirement by the Company for the PAP to link his/her social media accounts hereunder, shall not be deemed to an endorsement of any of such social media platform and the information accessed by the Company from such social media accounts shall at all times be subject to the terms and conditions of such social media website.
- f) The PAP acknowledges that he/she has voluntarily chosen to participate in the PAG at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the PAG.
- g) The PAP shall not have any claim against the Company and/or any of its affiliates connected with the PAG for the same. The Company or any of the affiliates connected with the PAG shall not be responsible for any such eventuality and the PAP(s) shall not be entitled to claim any compensation from the Company.
- h) In the event of any fault, misunderstanding or dispute concerning any part of the PAG, and/or the operation of the telephone system, the selection of Winner at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all PAP(s) and other persons. The Company is empowered to take a decision on any case or instances not covered by the present Terms & Conditions.

- i) The Company reserves the right to amend (add, delete or modify) the Terms & Conditions prospectively or retrospectively, at its discretion and without prior notice, in order to improve the PAG or remedy any issues that occur.
- j) The Company has the right at any time to terminate the PAG 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 PAG. In such an event, the prizes declared till date shall be paid and future prizes will be suspended.
- k) Registration or participation in the PAG does not guarantee a prize or award.
- l) If the operation of the PAG; the recording or broadcast of any/all of the Show is prevented by an event of force majeure or otherwise, the Company may cancel all or any part of the PAG, or take such other decision as it deems fit.
- m) In case the Winner(s) is found to be in violation of any and all rules/process of the PAG, the Company reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winner to refund the prize money together with penalty interest as deemed fit by the Company. If at any time, including after disbursement of prize, any information submitted by the PAP(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the PAP(s) shall be liable to refund all amounts received from the Company/ the Company is liable to reclaim the prizes from the PAP(s).
- n) The Company is empowered to take a decision on any case not covered by the present Terms & Conditions.
- o) The Company 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 PAP(s) and/or the Winner (s) in any manner whatsoever, in relation to the PAG and/or prize.
- p) The Winner(s) and/or the PAP(s) of the PAG agrees that he/she shall hold harmless the Company, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the PAG/Show including but not limited to the procedure in the PAG 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 Company to claim any damages or reliefs.
- q) The Company or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the PAP(s) and arising as a result of his/her participation in the PAG.
- r) The PAP(s) shall fully indemnify, defend and hold harmless, the Company, its affiliates, officers, directors, employees and agents (collectively the "Indemnified Persons") from and against any and all losses, claims, actions, damages, liabilities, penalties, costs and expenses, (including without limitation reasonable attorneys' fees and court fees) (collectively "Losses"), that the Indemnified Person may incur or suffer or likely to incur or suffer as a result of or arising out any (i) breach of any terms hereunder; (ii) willful misconduct or negligent acts or omissions; (iii) any claims by any third party for any losses, damages, costs, expenses, injuries suffered by such third party, arising out of or in relation to the PAP(s) during the PAG.
- s) The only way to enter PAG is through participation as described in Terms & Conditions. There is no other way of entering the PAG. Any person claiming that he/she can help get you wins for a consideration is defrauding you. Please contact your local police and report this person immediately.
- t) Under no circumstance shall the Company and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the PAP and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if PAP has been advised of the possibility of such damages.
- u) Non-conformance by any PAP of the Terms & Conditions will result in immediate disqualification of the PAP irrespective of the level or stage.
- v) The Company reserves the right to withdraw or discontinue and/or terminate the PAG or the Show at any stage without prior notice and without any liability whatsoever to the PAP.
- w) The decisions of the Company and its representatives shall be final and binding on all aspects of the Activity.
- x) If any provision of these Terms & 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 & Conditions and the remainder of the affected provisions shall continue to be valid.
- y) The Terms and Conditions have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi and English Terms & Conditions, the interpretation of the English Terms & Conditions shall prevail.
- z) These Terms & Conditions and the PAG shall be governed by and construed in accordance with the laws of India and the PAP(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.