

## Terms and Conditions for 'Women's Day' Contest

The following terms and conditions (“**T&Cs**”/ “**Terms and Conditions**”) shall be applicable to the contest being conducted by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited), (“**Company**” or “**CMEPL**”), relating to promotion of one of its web series titled “*Raisinghani vs Rainsinghani*” (“**Show**”) that shall be made available on its platform ‘**Sony LIV**’ (“**Platform**”), which shall function in a manner as specified in Specific T&C’s at end of this T&C (“**Contest**”).

The T&Cs shall be in two parts (a) Specific T&Cs for each Contest and Basic T&Cs for the Contest.

### Basic T&Cs

Following are the terms that shall be applicable to the Contest:

1. The Contest is open to all users of the social media platform Instagram, who are Indian citizens, residing in India, irrespective of their caste, race, ethnicity, colour, sex, religion, sexual orientation, gender identity, family status, disability, medical or genetic condition (“**Participants**”). Citizens and/or residents of countries other than India are not eligible to participate.
2. The Contest shall be open for participation as per the timelines specified in the Specific T&Cs for Contest.
3. Employees, agents and promoters (including their immediate family members) of CMEPL and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
4. The Contest terms and conditions shall be mentioned on the Platform. The Participants agree that by participating in the Contest, the Participants shall be bound by all the terms and conditions provided on the Platform.
5. The Participants shall be voluntarily providing basic Personal Data (defined hereinafter) about them including but not limited to Participant’s name, city for the purpose of the Contest, in order to participate in the Contest. The Personal Data provided by the Participants in the course of the Contest to CMEPL will only be used for the purpose of the CMEPL’s Contest.
6. The specific requirements for the Contest shall be outlined in the T&Cs of the Contest.
7. For the Contest, each Participant must submit their complete entry in order to qualify as an entrant in the Contest (“**Entries**”) through specific mode of participation specified in Specific T&C’s stated at end of this T&C.
8. The manner, day and the basis of choosing the winners for the Contest (“**Winner(s)**”) shall be specified in the Specific T&Cs of the Contest.
9. The announcement about the Winners and the Prize(s) (defined below) shall be as per the Specific T&Cs of the Contest.
10. Method and time of prize distribution: CMEPL shall inform the Winners via personal messages on Instagram to the profile used by the Participants for the purpose of participating in the Contest. CMEPL may require Winners to provide valid photo identity documents including but not limited to passport and Aadar Card at the time of the Event (defined in the Specific T&C’s).
11. The distribution time and mode of distribution of the Prize(s) shall be at the sole discretion of CMEPL.
12. The Participant can win only once in this Contest. Any subsequent wins of the Participant (if declared) will be automatically void.
13. Participants should ensure the accuracy of the information provided by them at the time of entering the Contest.
14. If applicable, CMEPL shall make a maximum of 2 (two) attempts each attempt being within 1 (one) hour of each other, to contact the Winners via the email id provided by the Participants. CMEPL shall not be held liable despite CMEPL’s best efforts, in the event the provided social media handles/email Id is unreachable/not replied due to the following reasons including but not limited to: 1) social media handles or Email ID provided by the Participant is incorrect. 2) social media handle or the Email ID belongs to a person other than the Participant. 4) Any other reason the Email ID or any other contact details provided by which Participant cannot be contacted.
15. Please note, the participation in this Contest is free of cost. CMEPL does not demand any participation fees or any monies from the participants or the winners. If someone pretends to be an officer from CMEPL and demands monies or any other form of identification from you, please do not entertain such request. Such a person is defrauding you and you 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 method to participate in the Contest is in the manner detailed hereunder and any person who claims to be from CMEPL and offers any lotteries, prize monies, cash prizes etc. to anyone is defrauding the person and you should report this to the local police immediately.

16. Participants shall not post any profanity or abusive comments on the social media pages of the Company. In the event of any such profanity or abusive comments posted on foregoing pages, such Participants shall be disqualified forthwith and CMEPL reserves its rights, in addition to removing such comments, to take a legal action against such participant and/or user.
17. Participants agree no clarifications on the questions and the answers used in the Contest shall be entertained by CMEPL.
18. By voluntarily entering into the Contest, the Winners/Participants waive all copyrights including but not limited to Intellectual Property Rights (IPR) and moral rights, rights of publicity and any related rights and consents to CMEPL's right to use their profile pictures and social media handles, comments etc. of the Winners captured for the purpose of this Contest ("**Materials**") to portray him/her as a Contest Winner in any and all media now existing or hereinafter created for advertising and publicity purposes of the Show, except where prohibited by law. The Winners also consent to CMEPL's right to use his/her name, voice or picture, or the content of his/her Contest Entry (collectively, the "**Publicity Rights**"). CMEPL shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the Contest for any purpose.
19. By entering into the Contest, the Participant hereby provides CMEPL shall have the unrestricted, unfettered, royalty-free, perpetual, irrevocable, sub-licensable, sub-assignable right to exploit the Materials, in any manner whatsoever, across all modes, mediums and platforms and in all languages, without any claims from the Participant.
20. You hereby specifically consent to CMEPL collecting and processing your Personal Data for the purposes of this Contest. The Personal Data collected for this Contest shall be deleted from CMEPL's servers post the completion of the Contest.
21. CMEPL shall keep all the Personal Data collected from the Participant's confidential. CMEPL shall ensure that the Participants are contacted by CMEPL and CMEPL shall not share the Personal Data so collected with any party, save and except for the purpose of the present Contest. The Participants hereby consent to the collection, storage, use, disclosure, transfer, of Personal Data which may be collected by CMEPL for the purposes of this Contest. The Participants hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of the Personal Data by CMEPL is for a lawful purpose and is necessary for facilitating your participation in the Contest. The Participant's by providing the aforesaid Personal Data hereby agree that CMEPL shall have the right to share the Personal Data so collected with such other third party and CMEPL as required for the purpose of the Contest and hereby agreed that they shall not file any claim against CMEPL for sharing for such Personal Data. Please refer to Platform's Privacy Policy <https://www.sonyliv.com/privacy-policy> that governs the use of your Personal Data. Participants entering into this Contest agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on <https://www.sonyliv.com/> in addition to the conditions set out in this document which shall govern the Contest.
22. In exercise of the powers conferred by applicable laws, CMEPL shall treat the Personal Data and/or documents as sensitive and confidential and such Personal Data and/or documents has to be now dealt with as per the provisions specified in the applicable laws.
23. For the purposes of the Contest, CMEPL 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 CMEPL solely in connection with the Contest. CMEPL 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 CMEPL, are subject to the same level of privacy protection as is required by the applicable laws. The Participant(s) hereby agreed that they shall not file any claim against CMEPL for sharing for such Personal Data. Please refer to Platform's Privacy Policy that governs the use of your Personal Data.
24. CMEPL shall deal with any Personal Data, if any, that it receives from CMEPL or otherwise collects, holds, uses and processes in the following manner: a) CMEPL 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 CMEPL. b) The level of data protection using technical, managerial, operational and physical security control measures by CMEPL shall be such as to be in compliance with all applicable laws. c) The term "**Personal Data**" shall mean and include the Participant's name, city, gender or any other details pertaining to the identity of the Participants.
25. Participants confirm that the answers uploaded by them or any part thereof do not infringe upon the intellectual property rights including copyright, privacy right of third parties and any other rights of third parties not enumerated hereunder. In the event of any infringement and/or any unlawful usage of any Personal Data including pictures provided by the Participants, CMEPL shall not be held liable on any account whatsoever.

26. CMEPL including its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees shall not be responsible for any loss of Entries for any reason whatsoever including, due to any technical problems for Entries received after the end of the contest as a consequence of computer service delays, interruptions, electronic failures or overloads, or due to any technical reasons.. The Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions.
27. CMEPL reserves its right to select and declare or not to declare the Winners. Decision of CMEPL in this regard is final and no correspondence in this regard will be entertained.
28. While accepting the Prize(s), the Winners may be required to sign an “indemnity and release of claims” form provided by CMEPL, as the case may be, which shall release CMEPL of all liability. Failure to complete and sign any documents requested by CMEPL may result in disqualification and selection of an alternate Winner. All decisions of CMEPL are final in this regard.
29. Mere participation/submitting Entries in the Contest do not entitle the Participants to win the Prize(s)/ win the Contest.
30. The Winners shall be eligible for the Prize(s) pursuant to verification and in accordance with these Terms and Conditions.
31. CMEPL may refuse to give the Prize(s) to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Contest under these Terms and Conditions.
32. The Winners shall be eligible for the Prize(s) subject to submission of all relevant documents, if required in accordance with these Terms and Conditions of the Contest.
33. The Prize(s) are not transferable, assignable or exchangeable for cash equivalent. Only the prize Winners and no other person or agent, may claim the Prize(s).
34. In case the Winners is / are found to be in violation of any and all rules of the Contest, CMEPL reserves the right to initiate legal proceedings against such person(s).
35. CMEPL has the right to substitute the Prize(s) with other prizes of equal value, as determined by CMEPL in its sole discretion.
36. CMEPL has the right to amend (add, delete or modify) the Terms and Condition governing the Contest, prospectively or retrospectively, at its discretion and without prior notice.
37. CMEPL reserves the right to disqualify any participant if it has reasonable grounds to believe that the Participant has breached any of these Terms and Conditions. CMEPL may also disqualify any participant at its own discretion.
38. CMEPL is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. CMEPL makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any particular purpose.
39. The Participant(s) and/or the Winner shall fully indemnify, defend and hold harmless, CMEPL its affiliates, officers, directors, employees and agents (collectively the “Indemnified Persons”) from and against any and all losses, claims, actions, damages, (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 Participant(s) and/or the Winner during the Contest and/or enjoyment of the Prize(if any).
40. Under no circumstance shall CMEPL and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against CMEPL their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
41. CMEPL does not make any commitment, express or implied, to respond to any feedback, suggestion and, or queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Entry of a Participant at any stage of the Contest.
42. Non-conformance by any Participant and /or Winners of the Contest will result in immediate disqualification of the Participant from participation or winning the Prize(s) as the case maybe.
43. CMEPL reserves the right to withdraw or discontinue and/or terminate the Contest at any stage without prior notice and without any liability whatsoever to the Participants.
44. The decisions of CMEPL and its representatives shall be final and binding on all aspects of the Contest.
45. Your participation in the Contest by posting the Entries will be deemed as an acceptance of the above stated Terms and Conditions.
46. The Contest is void where prohibited by law. All relevant national and local laws apply.

47. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
48. For any queries on the Contest and/or the Terms and Conditions, please send a direct message (DM) to the Instagram page of the Platform [[@sonylivindia](#)].

**Specific T&Cs – Women’s Day Contest -**

Dates of the Contest (“ <b>Contest Period</b> ”)	8 <sup>th</sup> March, 2024 to 10 <sup>th</sup> March, 2024
Platform on which Contest shall be available	Instagram page of the Platform @sonylivindia (“Instagram Handle”)
Territory	India
Specific Terms of Participation/Process of Participation	<ul style="list-style-type: none"> <li>i. CMEPL will post a social media post on the Instagram Handle calling all users to participate in the Contest.</li> <li>ii. All Participants for participating in the Contest are required to follow the Instagram Handle and mention the following in the comments of the social media post: <ul style="list-style-type: none"> <li>(i) Who is their Superwoman and why</li> <li>(ii) Name of the Participants and their city</li> <li>(iii) Use the #MySuperwoman in their comments</li> </ul> </li> </ul>
Selection of the Winners	<p>Out of the entries received from eligible participants, the Company shall choose 3 Winners on the following parameters:</p> <ul style="list-style-type: none"> <li>i) Among the eligible participants, the final Winners shall be chosen using a randomizer.</li> <li>ii) Only the participants whose location is Mumbai will be chosen as a Winner for the purpose of this Contest.</li> </ul>
Informing the winners	The Selected Winners will be informed via a personal message sent to their Instagram account containing the T&C’s and details of the Prize.
Prize	<p>The Winners shall be invited to a physical ‘Meet and Greet’ with the lead actor of the Show ‘Jennifer Winget’ (“<b>Event</b>”) organized in Mumbai (“<b>Location</b>”).</p> <p>The Winners shall bear all costs and expenses to attend the Event which shall be held in the Location, the costs of which shall not be attributable to CMEPL.</p> <p>The Winners shall be informed of the final date and place of the Event via DM’s on their Instagram account upon the selection of the Winners for the Event.</p>