

Terms and Conditions for Participation in the “Sansui Super Mauka” Contest (‘Terms and Conditions’)

**THIS CONTEST IS ORGANISED BY VIACOM18 MEDIA PVT. LTD. IN RELATION TO THE “SUPER MAUKA MOVIE HOUR” AND THE PARTICIPATION IN THIS CONTEST IS VOLUNTARY AND SHALL BE GOVERNED BY THE TERMS AND CONDITIONS AS SET OUT HEREINBELOW. BY PARTICIPATING INTO THIS CONTEST, THE PARTICIPANT ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ABIDE BY AND BE BOUND BY THE TERMS AND CONDITIONS AS STATED HEREINBELOW:**

1. **Company** shall mean Viacom18 Media Pvt. Ltd. (“Viacom18”) incorporated under the provisions of the Companies Act, 1956, and having its registered office at Zion Bizworld, Subhash Road-A, Vile Parle (East), Mumbai- 400 057, India.

2. **Channel** shall mean Viacom18’s television channel “**Rishtey Cineplex**” (India Feed)

3. **Program** shall mean the ‘Super **Mauka** Movie Hour’ to be telecasted on the Channel. This “Super **Mauka** Movie Hour’ is scheduled to be telecast on the Channel between 7:00 p.m. to 10:00 p.m. **every day** during the Contest Period (as defined below).

4. “**Contest**” shall mean a competition in relation to the Program as conducted by Viacom18 that shall comprise of a quiz based on the movie that shall be telecast on the Channel during the Contest Period (as defined hereinafter). This quiz shall comprise of a ‘simple multiple choice question along with 3 choice of answers’ [**Question**] that will be featured at regular intervals / time duration during the telecast of the movie, as per sole discretion of Viacom18. This Contest shall be valid for a “period commencing from **3<sup>rd</sup>** October, 2016 to **16<sup>th</sup>** November, 2016” (both days inclusive) (“**Contest Period**”).

5. 1 (one) movie will be telecast on the Channel **every day** during the Contest Period. **For every movie that shall be telecast on the Channel** between the time period commencing from **7:00 p.m. [Opening Hours] to 10:00 p.m. [Closing Hours]**, during the Contest Period, 1 (one) Question shall be asked to the viewers and the viewers will be required to answer the Question through the SMS mechanism (as stated below) only between the Opening and Closing Hours. Entries received after the Closing Hours in relation to the specific movie shall not be entertained and shall be considered ineligible/invalid for the Contest. For sake of clarity any entry received after the Contest Period shall be deemed to be invalid for the purpose of this Contest.

6. **Contest Eligibility Criteria:** This Contest is open for all the individual participants who:

- (i) are above 18 (eighteen) years of age;
- (ii) are permanent residents of India; and
- (iii) hold valid proof of Indian citizenship; and
- (iv) have a valid mobile number /registered with the network operators including but not limited to Aircel, Airtel, Idea, Reliance, Tata and Vodafone, etc.

## 7. Participation in the Contest:

i) Any viewer who fulfils the Contest Eligibility Criteria (as stated in clause 6 above) can participate in this Contest ('Participant'). The Participant will be required to give the correct option (i.e. (A) OR (B) OR (C) as the answer to the Question by sending an SMS to the SMS short code "56882" ('Short Code') in the manner stated below:

**To Answer SMS SUPER <space> A or B or C to 56882. For E.g. if the Participant's response is 'A', then SMS to be sent should be in this manner: SUPER A to 56882.**

ii) The Participant who has sent an SMS correctly to the Short Code shall receive an automated response confirming the receipt of his/her SMS.

iii) Each SMS shall be chargeable, at the applicable rate i.e. Rs.3/- (Rupees Three only) as on date of upload of these Terms and Conditions and any change in the charge of SMS (due to law and/or network operators policies) shall be checked by the viewer /Participant at his/her sole responsibility.

iv) The Participants can send multiple number of SMS entries to the Short Code during the Contest Period through a valid and registered mobile number. Any wrong / incorrect / incomplete answer shall not be accepted, however the Participant can attempt entering the correct answer multiple number of times within the Contest Period. It is also clarified herein that there shall be no duplication in selection of Winners at anytime, i.e. if a Participant is selected as a Winner for any of the 'Super Mauka Movie Hour' to be telecast every day during the Contest Period, then such winning Participant cannot be selected as a Winner more than once during the entire Contest Period. Viacom18 in its sole discretion select the Winners, determine the total number of Winners for every movie being telecast in the 'Super Mauka Movie Hour' and Viacom18's decision shall be final and binding on all the Participants/person /party at all times. The Participants shall not have any right to raise any claim /objection against the same and/or otherwise.

8. Neither Viacom18 nor the Channel shall be responsible in case of any kind of network problem, technical failure whatsoever and/or the data charges/costs charged by the network operator(s) and/or any other problems which may occur due to the failure of the SMS mechanism or any kind of problems in connection thereto. Any dispute in connection to the same should be settled directly between the Participant and the operator(s) without involving Viacom18 and/or the Channel and/or any sponsor / agents/ representatives in any manner and at anytime whatsoever. It is clarified that there are no charges levied by Viacom18 on the Participant separately /specifically for participation in this Contest.

9. Neither Viacom18 nor the Channel shall be responsible for any unauthorized access to user data.

10. Viacom18 and/or the Channel reserves all rights to make amendments to the existing Terms and Conditions of the Contest and/or withdraw the Contest and/or change any element /terms of the Contest at any time, without any prior notice to the viewer/Participant and without any liability to any Participant/ person /party. It shall be

the sole responsibility of the viewer/Participant to check the rules, Terms and Conditions of the Contest and any of its amendments / updates thereto on the website 'www.rishteycineplex.com' ('Website') and any continued access by the Participant of the Website and any receipt of SMS by the Participant after the upload of the modified Terms and Conditions shall be deemed to be acceptance by the Participant of the updated /modified Terms and Conditions and the Participant agrees to be bound by the same.

11. The viewer interested in participating in the Contest, agrees that he/she is 18 years old or above.

12. Viacom18 and/or the Channel reserves the right to disregard any entry /answer in the event Viacom18 observes any irregularity and/or if Viacom18 in its knowledge has reason to believe that the Participant has acted in a fraudulent manner and/or engaged in any deceitful activity in any manner.

13. Employees of and/or consultants of and/or persons hired on contract by the Channel, Viacom18, its agents, representatives and the main sponsors of the Contest, if any, and the members of their immediate family are ineligible for participating in this Contest.

14. By the act of participating in this Contest, it is deemed that the viewers/Participants have read and understood these Terms and Conditions and rules and also agree that he/she shall be bound by these Terms and Conditions and rules and further shall hold harmless the Channel, Viacom18 and its affiliates, sponsors, if any and their respective employees, officers, directors, agents, representatives or any other person in relation to any injury/damage/harm/loss suffered by him/her, in any manner, whatsoever in connection with the Contest and/or otherwise and shall also not file in person and/or through any family member and/or third party, any applications, criminal and/or civil proceedings in any courts or forum anywhere in the world against the Channel and/or Viacom18 /sponsors, to claim any costs, damages and/or relief's and/or otherwise.

15. Winners:

i) Few lucky Participants as decided by Viacom18 at its sole discretion, shall stand a chance to win the Contest; and the winner/s shall be selected by a process of random selection, from amongst the Contest answers as received from the Participants during the Contest Period and in accordance with the rules of the Contest and these Terms & Conditions.

a) Out of the final selected winners 1 (one) lucky winner, as determined solely by Viacom18, ('Mega Winner') will get a chance to see the famous actor Mr. Salman Khan ('Actor'), 'live' in one of the events/programs in which he shall be participating/performing/hosting, as organized/conducted/controlled by Viacom18 ('Gratification for Mega Winner'/'Gratification').

b) Other few lucky winners, as determined solely by Viacom18, ('Other Winners') may receive any one of the following products i.e. television, refrigerator, washing machine, microwave, etc or any other product, at the sole discretion of Viacom18 as a gratification / prize for winning the Contest ('Prize').

The Mega Winner and the Other Winners shall be collectively referred to as the 'Winners'.

16. The Gratification /Prize as stated above, shall be non-exchangeable, non-encashable, non-negotiable, non-transferable, as the case may be and no communication received from the Participant/Winners/any person / party shall be entertained by Viacom18 in this behalf. Only the Winners and no other person /party can claim the Gratification /Prize for or on behalf of the Winner upon submission of such details and/or documents as required by Viacom18 to the satisfaction of Viacom18. Viacom18 reserves the right to substitute the Prize with any other product / item at its sole discretion, in case of non-availability of any Prize as stated above. Viacom18 reserves the right to substitute the Gratification with any other gratification product, determined at its sole discretion, in case of any non-feasibility towards giving the Gratification as stated hereinabove.

17. Only the Winners will be contacted directly by Viacom18 or its representatives/agents for the purpose of verification of the winning Participant and to process the Gratification/Prize.

18. The Participant agrees that the products provided as Prize to the Other Winners are manufactured originally by the respective manufacturers and Viacom18 will be merely providing the same as Prize, on an 'as is' basis to the Other Winners of this Contest and that Viacom18, its affiliates/representatives give no guarantee /warranty (whether expressly or implied) whatsoever with respect to the products /items as may be provided, as Prize/gratification.

19. The Participant agrees that the Prize/Gratification /other gratification will be provided to and will be accepted by the Participants (who shall win the Contest) on an 'as is' basis and the Participants shall not raise any objection /claims of any nature whatsoever against Viacom18 at anytime in event of any damage caused to the products /items (being provided as Prize), while in transit and/or in event any product / item provided as Prize is defective in any manner and/or otherwise. The Prize shall be provided only after verifying the credentials of the winning Participants as required by Viacom18 and the process of selecting the winning Participants, providing / distributing the Prize shall commence only after the completion of the Content Period.

20. Mere participation in the Contest and sending the correct answers to the Question(s) does not entitle the Participants to win the Contest or any Prize / or Gratification/other gratification. The selection process may vary and shall be as per Viacom18's sole discretion. The Participants and/or any third party shall have no right to question the process of selection. Viacom18 shall determine the correctness, quality and validity of the Contest answers in its sole discretion and determine the Winners. Viacom18's decision with respect to selection of the Winners and any element in connection to the Contest shall be final and binding on all the Participants/users/any related person / party.

21. After the Winners are notified of their win, the Winners will be required to provide requisite details and documents to Viacom18 / its agents or representatives, if and as may be required by Viacom18. The Winners shall also be required to sign a release letter if so required by Viacom18 in the format as may be required by Viacom18. Any refusal to sign the release letter by a Winner shall result in the disqualification of such Winner and such Winner shall not be entitled to the Prize /Gratification (as the case may be), at the sole discretion of Viacom18. Viacom18 may cancel the Prize/Gratification or the Contest or announce other winners in place of the originally announced Winners if any of the following occurs, and the originally announced Winners shall have no right or claim

against Viacom18, its affiliates, sponsors, representatives, in this respect and/or for any other reason whatsoever:

- (i) The details/ documents of the Winners are not correct in the opinion of Viacom18; or
- (ii) Details/ documents so required are incomplete, misleading or untrue; or
- (iii) The Winners do not sign the release letter required, if any, by Viacom18; or
- (iv) if the Winners do not agree to abide by any of the rules, terms and conditions as specified herein or at any time hereafter including at the time of availing the Prize/Gratification.

22. Viacom18 shall have the right, at its sole discretion, to change/modify/replace or cancel the Prize /Gratification as stated under these terms and conditions and the winners shall not have the right to claim any damages and/or monies from Viacom18, its affiliates, sponsors, representatives, if any. By participating in this Contest the Participants waive their right to make any claims against Viacom18 its affiliates, sponsors, representatives, etc.

23. Additional Terms in relation to the Prize:

In addition to these terms as contained herein, the following terms shall be applicable additionally on the Participants in relation to the Prize:

i) The Prize shall, at the sole discretion of Viacom18, be distributed by Viacom18.

ii) The Participants acknowledge and agree that the product /item being distributed as Prize is manufactured by the original manufacturer and Viacom18 does not give any guarantee and/or warranty with respect to the product /item being distributed as Prize. The Participant agrees that Viacom18 holds no responsibility if the Prize / any other product/item provided as Prize is damaged or defective in any manner. Viacom18, its affiliates, agents/representatives do not give any guarantee/warranty with respect to the products/items being offered as Prize. The products / items to be given as Prize will be provided on an 'as is' basis. The Participant acknowledges and agrees that the respective merchant (who owns/manufactures the products) is responsible for its products provided as Prize. Viacom18, its affiliates, agents/representatives shall not be liable or responsible for any defect and/or deficiency in the products being provided as Prize, at anytime whatsoever. Viacom18 shall engage a third party ('Viacom 18's agent/representative) who shall be delivering / dispatching the various products / items being provided as Prize to the Winners. The Participant may approach /contact the original manufacturer /merchant for any matter concerning the Prize. Viacom18 and/or its affiliates / agents/representatives / partners are not under any obligation whatsoever to either replace the product with a similar product or any other product as Prize/gratification.

iii) the Participants shall not raise any objection /claims of any nature whatsoever against Viacom18 at anytime in event of any damage caused to the products /items (being provided as Prize), while in transit and/or in event any product / item provided as Prize is defective in any manner and/or otherwise. The Participant shall not claim any refund with respect to any product / item provided as Prize in event of any damage/ defect of any nature whatsoever. The Participant agrees and acknowledges that Viacom18 shall not be responsible and/or liable for the quality / condition/utility / usability, etc. of the products/ items provided as Prize. Viacom18 and/or its affiliates / agents/representatives / partners /sponsors shall not be liable for any damage caused to any Participant /user of the product upon use of the product provided as Prize at anytime whatsoever.

iv) The Prize cannot be replaceable, exchangeable, refundable, en-cashable at anytime whatsoever.

v) Once the Other Winners have been communicated about their win, it shall be the responsibility of Other Winners to ensure that all the correct personal details such as name, address, telephone number, mobile number, email id, etc. is provided to Viacom18 and/or its representative. The Other Winner shall not be entitled to receive another Prize / gratification in event of non-availability of such Other Winner at his/her residence or place (as communicated to Viacom18 and/or its representative at the time of providing address). No correspondence from the Participants shall be entertained by Viacom18 in relation to any matter/dispute related to the Prize.

vi) Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, arising out of the Prizes, if any, shall be borne and paid by the Other Winners and no monies will be reimbursed by Viacom18 at anytime whatsoever. In case the Other Winners fail to comply with the applicable laws or pay the requisite taxes, duties or levies, if any, such Winners shall indemnify Viacom18 of any losses, claims, expenses, costs and actions for the same.

vii) The Participant / user agrees to indemnify and hold Viacom18, its affiliates, their directors, officers, employees, agents, partners, representatives, contractors, sponsors, and licensors/licensees harmless with respect to any claims arising out of Participant's breach of any of these Terms and Conditions, the Participant's / user's use of the Website. The Participant /user agrees that he / she cannot sue or recover any damages from Viacom18 and/ or any of its directors, officers, employees, affiliates, agents, contractors, partners, representatives, and licensors/licensees as a result of Viacom18's decision to remove or refuse to process any Prize /prize/Gratification.

#### **24. Additional Terms in relation to the Gratification:**

In addition to these terms as contained herein, the following terms shall be applicable additionally on the Participants in relation to the Gratification:

i) All costs and expenses in connection with, including without limitation travel, accommodation (whether individually or alongwith any companion), attending the event (involving the Actor's presence / participation) and any other expenses incurred by the Mega Winner, shall be solely borne by the Mega Winner and no monies will be reimbursed by Viacom18 at anytime whatsoever.

ii) In the event of unforeseen circumstances beyond the control of Viacom18, and /or cancellation of/postponement of the event /program (involving the Actor's presence / participation) and/or due to any other reason, the Gratification may not be made available to the Mega Winner, and accordingly Viacom18 at its sole discretion may either cancel the Gratification for the Mega Winner and provide the Mega Winner with some alternate gratification, at the sole discretion of Viacom18 and the Mega Winner shall not have any right to claim any damages or monies from Viacom18.

25. The Participants hereby represent and warrant that they will comply with all the terms and conditions of the Contest including but not limited to the applicable laws and that the Participants shall personally be liable for any breach thereto.
26. The Participant represents and warrants that he /she does not have any medical, physical and/or emotional condition which can jeopardize his/her eligibility for participation in the Contest.
27. The Participant agrees that Viacom18 shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to the Participant, including, either before, during or after availing the Prize/Gratification (as the case may be), if any; or before, during or after the Contest; or while traveling to avail the Gratification or collect the Prize; and no such accident will be attributed to Viacom18 and Viacom18 shall not be held responsible for the same nor shall Viacom18 be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
28. In the event of unforeseen circumstances beyond the control of Viacom18, and /or cancellation of the Contest and /or if the Contest is postponed and/or if the Prize /Gratification is not made available to the Winners, the Winners shall not have any right to claim any damages or monies from Viacom18 and by participating in this Contest, the Winners waive their right to make any such claims against Viacom18, its affiliates and sponsors, if any.
29. The Participants hereby agree and undertake that they shall not accept or undertake to accept/give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom18 shall be entitled to take any/all actions against such Participants, as deemed fit by it.
30. Viacom18, its affiliates, agents, representatives shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/ Gratification or any other prize, if any from any person / party whatsoever. All communications and/or correspondences done by Viacom18, its affiliates, agents, representatives, either via e-mail, SMS, mail, advertisements and/or any other media deemed fit by Viacom18 shall immediately supersede the previous communication and/or correspondence with regards to the same matter, unless expressed and clearly stated otherwise.
31. Viacom18 is not responsible for any errors or omissions in the Terms & Conditions contained herein. All information provided in the Contest is provided "as is" without warranty of any kind. Viacom18 makes no representations and disclaims all express, implied and statutory warranties of any kind to the Participants and/or the winner and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
32. The user/Participant hereby acknowledges and agrees that Viacom18 assumes no contractual or legal responsibility to the user/Participant. Viacom18 reserves the right at all

times to amend, alter, modify, revise these Terms and Conditions. The user/Participant's continued access to and usage of the Website shall be deemed to be the user/Participant's acceptance of any and all revised/amended terms and conditions. The Participants and the Winners acknowledge that they will not hold Viacom18 and/or any of its affiliates or agencies engaged by it with regard to this Contest liable for any loss of opportunity and/or monetary loss and / or any loss of any nature whatsoever due to their participation in the Contest.

33. Any photographs, videos, audio visual recordings, audio video clips, bytes, recordings, performance executed (including audio and video), musical recordings including (audio and video) etc. provided/submitted by the Participants to Viacom18 and/or recorded by Viacom18 and/or its agents /representatives during the event (involving Actor's participation/performance) and/or otherwise in relation to the Contest including the videos/content/materials uploaded by the Participant on the Website, if any ("Content") shall on submission/creation become the property of Viacom18 and accordingly all intellectual property rights including copyrights in the Content shall vest with Viacom18 and shall be available to Viacom18 for exploitation throughout the world in perpetuity. The Participants agree that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content and have all the rights to exploit, distribute, exhibit, sell, transfer, license, sub-license, monetize the Content and exploit the Content on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Works via terrestrial, satellite television, MMDS, SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet/broadband/IPTV/WAP/iMode/other Mobile Technologies, digital TV (including DBV-H, DBV-T etc), all forms of on demand (NVOD, SVOD, TVOD, AVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non -linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), download to own, download to rent, commercial video, internet multimedia, communication to public within aircrafts, railways, ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future. The Participants further grant irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit all the Content, materials through any format and mode of exploitation including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and all forms of electronic/digital media, at any time without the Participants further knowledge and/or consent and without any compensation whatsoever.

34. Viacom18 shall not be liable if any Prize /Gratification claimed is not provided and/or provision of the same is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure



event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of Viacom18 and/or its affiliates, agents, partners, representatives and any events including without limitation, unavailability of any communication systems, any natural calamity including fire, flood, explosion, acts of god; civil commotion, strikes, terrorist attacks, and/or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the systems, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

35. The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is distinct and at all times severable from the rest of the Terms & Conditions.

36. The Participant of the Contest agrees that he/she shall hold harmless the Channel, Viacom18 and its affiliates, sponsors, if any and their directors, officers, employees, partners, representatives or any other person in relation to any injury/damage/harm/loss suffered by him/her, in any manner, whatsoever in connection with the Contest and/or by virtue of participation in the Contest 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 anywhere in the world against the Channel and/or Viacom18 to claim any damages or reliefs and/or otherwise at anytime.

37. By participating in the Contest, the Participants agree to be bound by the terms and conditions, rules, regulations, guidelines or policies associated with the Contest and agree to be bound by any decisions /amendments made by Viacom18, including any interpretations of the Terms and Conditions by Viacom18.

38. The Participants agree that Viacom18 is the final authority as to the interpretation of these Terms and Conditions and as to any other questions, matters or disputes regarding this Contest. All decisions made by Viacom18 and/or the Channel with respect to the Winners of the Contest and any decision in relation to the Contest shall be final and binding on all the viewers/Participants and in no event shall the viewer / Participant dispute the decision made by Viacom18, Channel and/or its employees in connection to the same.

39. These Terms and Conditions shall be construed in accordance with the laws of India and in case of any dispute or any other matter arising in reference to the Contest shall be subject to the exclusive jurisdiction of the Courts in Mumbai.