

## **RULES & REGULATIONS: KE HOBE BANGLAR KOTI PATI 2018 – BARI BOSHE BAAJIMAAT ('Rules and Regulations')**

### **I. CONTEST DESCRIPTION:**

KE HOBE BANGLAR KOTIPATI 2018 ('KBK/Program') is a quiz based game show primarily in Bengali language which is being produced by BIG Synergy Media Limited ("Producer") for initial exhibition on Colors Bangla channel ("Channel") which is owned by Viacom18 Media Private Limited ('Viacom18/Company') and/or its affiliates.

BARI BOSHE BAAJIMAAT ('the Contest/ BBB'). The Participation to the Contest can be through downloading from the Play Store or Apple App Store and logging into the "Voot" app ("VOOT"). The procedure to participate via VOOT for Participant (as stated herein below) and the terms and conditions thereto has been detailed hereinbelow.

### **II. DEFINITIONS:**

"Company": Viacom18 Media Private Limited and/or its affiliates

"Channel": Colors Bangla channel, owned by the Company

"Contestant": any person who is eligible as below and who enters the Contest

"Episode": An Episode of the Program."

"Episode Winner(s)": The Shortlisted Participant(s) who has answered the BBB question correctly in the prescribed format and selected as a winner through a random selection process. The Episode Winners are eligible for the Episode Prize

"Episode Prize (s)": The prize money of INR 50,000 (Indian Rupees Fifty Thousand Only) per Episode subject to applicable taxes

"Home Viewers": Persons viewing the Program during its on-air broadcast on the Channel

"KBK BBB Question": A question aired during an Episode to participate in BBB.

"Participant": All Home Viewers who participate in the Contest through VOOT. The Participant should be 18 years and above and an Indian citizen in order to be eligible to participate in the Contest.

"Producer": means the producer of the Program which is Big Synergy Media Ltd.

"Program": All Episodes of the Program titled "Ke Hobe Banglar Koti Pati" including any seasonal special/s / Celebrity Special recording).

"Registrant(s)": Any person(s) who participates in the KBK BBB Contest and who (i) is above eighteen (18) years of age as on July 16, 2018; (ii) is a citizen of India residing in India and (iii) enters the Contest in accordance with the Rules & Regulations stated below. Employees of Viacom18, of the Producer, of the advertising agency which has been appointed from time to time, and also employees of the sponsors; and members of their immediate family; persons other than

Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961, are ineligible to enter the Contest.

“Shortlisted Participant (s)”: A list of Participants per Episode who have given correct answer to a BBB Question in the valid format and have been selected through a random selection.

"Episode Number and Date": The number and date of recording of the Episode in question.

**Procedure to participate in the Contest through VOOT:**

This Contest is open from July 16, 2018 to September 1, 2018 (“Period”). One question will be asked every day on Monday to Friday during the telecast of the Episodes during the Period on the Channel. Each question for the Contest will be broadcast at any given time between 9:00 PM to 10:00 PM (IST), or after that, as determined by the Channel.

A total number of 35 (thirty-five) questions shall be broadcasted on the Channel during the Period. Participation for each question i.e. from question 1 to question 35 will open from 9.00 PM (IST) from the date of the broadcasting of the question to 09.00.00 AM (IST) of the next day of the broadcasting of the same question. The Participants following the below process and the abiding by the Rules And Regulations as stated herein shall be treated as a valid entry (“Entry”) as more particularly detailed below: .

1. Download the “Voot” app from the Play Store or Apple App Store.
2. Open the app and tap on the Program contest banner.
3. After this, the Participant needs to login using their Facebook or G+ account.
4. Once logged-in the Participant needs to enter their email and phone number
5. Post this, the question page will appear where the Participant needs to select an answer and press next.

Note: that this Contest is only on the Voot apps (Android and iOS) and not on the web/mobile-web

The Participation through VOOT for each question shall be as per the following schedule:

Episode No	Question No	Question Airing Date (start date)	Timeline			
			Date	Time	Date	Time
1	1	16-Jul-18	16-Jul-18	9:00:00 PM	17-Jul-18	9:00:00 AM
2	2	17-Jul-18	17-Jul-18	9:00:00 PM	18-Jul-18	9:00:00 AM
3	3	18-Jul-18	18-Jul-18	9:00:00 PM	19-Jul-18	9:00:00 AM
4	4	19-Jul-18	19-Jul-18	9:00:00 PM	20-Jul-18	9:00:00 AM
5	5	20-Jul-18	20-Jul-18	9:00:00 PM	21-Jul-18	9:00:00 AM
6	6	23-Jul-18	23-Jul-18	9:00:00 PM	24-Jul-18	9:00:00 AM

7	7	24-Jul-18	24-Jul-18	9:00:00 PM	25-Jul-18	9:00:00 AM
8	8	25-Jul-18	25-Jul-18	9:00:00 PM	26-Jul-18	9:00:00 AM
9	9	26-Jul-18	26-Jul-18	9:00:00 PM	27-Jul-18	9:00:00 AM
10	10	27-Jul-18	27-Jul-18	9:00:00 PM	28-Jul-18	9:00:00 AM
11	11	30-Jul-18	30-Jul-18	9:00:00 PM	31-Jul-18	9:00:00 AM
12	12	31-Jul-18	31-Jul-18	9:00:00 PM	1-Aug-18	9:00:00 AM
13	13	1-Aug-18	1-Aug-18	9:00:00 PM	2-Aug-18	9:00:00 AM
14	14	2-Aug-18	2-Aug-18	9:00:00 PM	3-Aug-18	9:00:00 AM
15	15	3-Aug-18	3-Aug-18	9:00:00 PM	4-Aug-18	9:00:00 AM
16	16	6-Aug-18	6-Aug-18	9:00:00 PM	7-Aug-18	9:00:00 AM
17	17	7-Aug-18	7-Aug-18	9:00:00 PM	8-Aug-18	9:00:00 AM
18	18	8-Aug-18	8-Aug-18	9:00:00 PM	9-Aug-18	9:00:00 AM
19	19	9-Aug-18	9-Aug-18	9:00:00 PM	10-Aug-18	9:00:00 AM
20	20	10-Aug-18	10-Aug-18	9:00:00 PM	11-Aug-18	9:00:00 AM
21	21	13-Aug-18	13-Aug-18	9:00:00 PM	14-Aug-18	9:00:00 AM
22	22	14-Aug-18	14-Aug-18	9:00:00 PM	15-Aug-18	9:00:00 AM
23	23	15-Aug-18	15-Aug-18	9:00:00 PM	16-Aug-18	9:00:00 AM
24	24	16-Aug-18	16-Aug-18	9:00:00 PM	17-Aug-18	9:00:00 AM
25	25	17-Aug-18	17-Aug-18	9:00:00 PM	18-Aug-18	9:00:00 AM
26	26	20-Aug-18	20-Aug-18	9:00:00 PM	21-Aug-18	9:00:00 AM
27	27	21-Aug-18	21-Aug-18	9:00:00 PM	22-Aug-18	9:00:00 AM
28	28	22-Aug-18	22-Aug-18	9:00:00 PM	23-Aug-18	9:00:00 AM
29	29	23-Aug-18	23-Aug-18	9:00:00 PM	24-Aug-18	9:00:00 AM
30	30	24-Aug-18	24-Aug-18	9:00:00 PM	25-Aug-18	9:00:00 AM
31	31	27-Aug-18	27-Aug-18	9:00:00 PM	28-Aug-18	9:00:00 AM
32	32	28-Aug-18	28-Aug-18	9:00:00 PM	29-Aug-18	9:00:00 AM
33	33	29-Aug-18	29-Aug-18	9:00:00 PM	30-Aug-18	9:00:00 AM
34	34	30-Aug-18	30-Aug-18	9:00:00 PM	31-Aug-18	9:00:00 AM
35	35	31-Aug-18	31-Aug-18	9:00:00 PM	1-Sep-18	9:00:00 AM

The above mentioned schedule could be extended, modified or cancelled based on programming requirements at the sole discretion of Viacom18.

In case the Entry is made before or after the Timeline or not as per the format prescribed herein, the said Entry (ies) shall be deemed as an invalid Entry.

To participate in the Contest the Participant has to enter the correct answer by selecting the correct option and sending the entry in the manner prescribed hereinabove.

#### **CHARGES**

Charges for internet connectivity as provided by the telecom operator/service provider shall be applicable.

Company shall not be responsible for poor/failure of internet connectivity resulting in non-participation in the Contest.

Please check rates with your telecom operators/service providers. Please check with your telecom operator/service provider for any other applicable charges.

### Episode Winner Selection

All the Entries will be used for random selection of Shortlisted Participants through a randomizer process. The selection of Shortlisted Participants per Episode and announcement of the Winner will be as per the following schedule:

Episode No	Question No	Date when Question Asked On-air (Start date)	Date of Random Selection Process	Date of announcement of Winner
1	1	16-Jul-18	20-Jul-18	23-Jul-18
2	2	17-Jul-18		24-Jul-18
3	3	18-Jul-18		25-Jul-18
4	4	19-Jul-18		26-Jul-18
5	5	20-Jul-18		27-Jul-18
6	6	23-Jul-18	27-Jul-18	30-Jul-18
7	7	24-Jul-18		31-Jul-18
8	8	25-Jul-18		1-Aug-18
9	9	26-Jul-18		2-Aug-18
10	10	27-Jul-18		3-Aug-18
11	11	30-Jul-18	3-Aug-18	6-Aug-18
12	12	31-Jul-18		7-Aug-18
13	13	1-Aug-18		8-Aug-18
14	14	2-Aug-18		9-Aug-18
15	15	3-Aug-18		10-Aug-18
16	16	6-Aug-18	10-Aug-18	13-Aug-18
17	17	7-Aug-18		14-Aug-18
18	18	8-Aug-18		15-Aug-18
19	19	9-Aug-18		16-Aug-18
20	20	10-Aug-18		17-Aug-18
21	21	13-Aug-18	17-Aug-18	20-Aug-18
22	22	14-Aug-18		21-Aug-18
23	23	15-Aug-18		22-Aug-18
24	24	16-Aug-18		23-Aug-18
25	25	17-Aug-18		24-Aug-18
26	26	20-Aug-18	24-Aug-18	27-Aug-18
27	27	21-Aug-18		28-Aug-18
28	28	22-Aug-18		29-Aug-18
29	29	23-Aug-18		30-Aug-18

30	30	24-Aug-18		31-Aug-18
31	31	27-Aug-18	31-Aug-18	3-Sep-18
32	32	28-Aug-18		4-Sep-18
33	33	29-Aug-18		5-Sep-18
34	34	30-Aug-18		6-Sep-18
35	35	31-Aug-18		7-Sep-18

The above-mentioned schedule could be added to, modified or cancelled based on programming requirements and in the event the Program is for any reason extended, cancelled or terminated early.

The randomization process to select the Episode Winners will be undertaken with the help of a randomizer software developed specifically for the purpose of selection of the Winner as per the objective selection mechanism. In the event of a software failure, Viacom18 may adopt any other methodology or criteria to select the Shortlisted Participants, depending upon requirement and availability of time.

Timelines and methodology of determining winners are subject to change based on programming / creative requirements, degree of participation, technical issues, force majeure reasons, etc.

The Winner will receive a call from the Company / Producer to verify his / her identity details, and on the basis of a successful verification, informing him / her of selection as an Episode Winner. These details would include participant age, presence of valid age proof, address proof and photo ID proof, etc., as may be required by the Company.

A Participant can send an Entry for each question only once, however, he may send Entry(ies) for the subsequent questions during the Period. Further, a Shortlisted Participant who has already been declared as a Winner in any of the Episodes for KBK 2018 will not be eligible to be declared as an Winner in respect of any subsequent questions during the Period

The selected Participant will receive a call from the Company / Producer and the selected Participant must confirm the details asked for by the Company / Producer immediately. The Company / Producer will ask the Participant to confirm if he/she has sent the Entry for participation in the Contest. If the confirmation required or the other information asked for is not provided on the call, then the Company / Producer will call the Shortlisted Participant once again after 15 minutes from the initial telephone contact, asking for the same details. Failure to provide such details during the second call shall lead to disqualification of such Participant from the selection process. The Company will attempt to arrange for the call backs between 9 am and 9 pm only.

Inspite of making 2 attempts for all Shortlisted Participants, if the Company / Producer is unable to contact them, the Company shall not be held responsible by the Shortlisted Participant on grounds of not being contacted.

The first person who answers the registered phone number and claims/confirms that he/she is the Participant, will be considered as the Participant as per the Rules and Regulations of the Contest. The Company / Producer will not be responsible to determine the correct Participant in the event of more than one Home Viewer having participated from a particular number, or the incorrect person answers the call and claims to be the Participant, or refuses to permit the actual Participant

to continue the call.

Company will use their best efforts to contact the selected Participant, but will not be responsible or liable in any way whatsoever if the Participant cannot be reached by telephone, on the number provided, within the next 15 minutes after initial contact is made or after the first attempt of reaching the Participant.

Company shall not be responsible if the call-back is not successful due to:

- a. Line being busy
- b. Congestion on the network
- c. No answer received
- d. Poor call conditions / unclear reception
- e. Number engaged
- f. Call drop
- g. Other reasons that could render a call unsuccessful or terminate it.

The following process will be followed by the Company / Producer once connected with the randomly selected Shortlisted Participants:

All calls will be in Bengali only.

The Participant is informed that the call is being recorded and also confirms that his/ her participation in the Contest is subject to the Rules And Regulations available on the website [www.colorsbangla.com](http://www.colorsbangla.com) and that the Participant agrees to abide by the same.

The Company / Producer will then ask the Participant to provide his/her Name and Address.

The Company / Producer will record the details provided by the Participant and ask for his/her date of birth, nationality and Permanent Account Number (PAN).

If the details provided by the Participant indicate that he/she is not an Indian and / or does not possess a PAN and/or is a minor, then only one further opportunity will be provided to such selected Participant to revise/ confirm, after which the call will be terminated and the Participant deemed disqualified and thus ineligible to receive the prize money.

If the details provided by the Participant indicate that he/she is an Indian national, not a minor and possesses a PAN card; the Company / Producer will be selected as Episode Winner.

### **Winner Declaration and Pay-out**

The Shortlisted Participant selected as the Episode Winner required to send attested copies of one the following documents as valid name, citizenship and age proof to support the claim, by Registered AD post within 7 working days from date of declaring him the winner on-air.

- a. Birth certificate
- b. Passport
- c. Voter's ID
- d. Driving License
- e. UID / Adhar card

In addition, the Winner is required to send self-attested copies of one the following documents as valid address proof:

- a. Passport
- b. Voter's ID
- c. Driving License
- d. Ration card
- e. UID / Adhar card
- f. Landline / electricity bill

A PAN card is compulsory to claim the prize that may be awarded to the Winner of the contest. In the absence of a PAN card, the Winner shall forfeit the right to claim any Prize pertaining to this Contest and further the Company reserves the right to choose another Shortlisted Participant as the Winner.

Apart from the above documents the Shortlisted Participant would also need to share a bank certificate on the respective banks letter head verifying the account details for Shortlisted Participant. For sake of clarity, in the event the Winners do not fulfill the verification requirements as stated herein above, then the such Winner shall be disqualified and Channel/Company shall be at the liberty to choose another winner.

After receipt and verification of the above mentioned documents, The Company will send the Winner a copy of a Release Form which needs to be signed by the Winner and return to the Company. The payment will be issued only on the basis of receipt a signed release form (as per the format prescribed by the Company). No amendments to the release form/declaration/documents provide by the Company shall be entertained. Winner for each Episode of the Program shall be declared during the telecast of the Program and within seven (07) days of airing of the Episode of the Program

The declared Winner will be entitled to receive the Episode Prize after the Company has received the necessary appropriate documents and also the original documents signed by the Winner without any cancellation and/or alteration of any manner whatsoever, failing, which the Company reserves the right to cancel the name of the Participant as a Winner for any of each Episode and declare some other Shortlisted Participant as the Winner.

The documents should be sent to the address communicated over the call, by Registered AD post only.

The Company will not be responsible in case of any delays or loss of the documents in transit and no requests / complaints will be entertained with respect to the same.

Upon completion of successful verification, the Participant will be paid out as per the standard payment process followed by the Company. All applicable taxes will be deducted at source for any such payment, as per applicable rates.

### **GENERAL TERMS AND CONDITIONS**

1. Participation in the Contest by sending entries in any of the aforesaid manner shall be considered to be acceptance of these Rules and Regulations.

2. Contest is open to adult citizens of India i.e. only those who have completed 18 years of age as on July 16, 2018 and the citizen should be of sound health and mind. Persons must enter the Contest on their own behalf and entry(ies) by proxy will not be accepted, even for their family members.
3. The Channel/Company is not responsible to inform the audience regarding the cancellation / modification of the Contest. It shall be the sole responsibility of the Participant to check the terms and conditions applicable for the Contest, as may be amended from time to time.
4. An entry/ies is not transferrable.
5. The Participant(s) shall undertake, warrant and guarantee to the Company that the Participant has the full legal capacity to participate in the Contest in accordance with these Rules & Regulations.
6. Failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within a reasonable time upon request by the Producer/Company may result in disqualification. The Company also reserves the right to disqualify a Participant in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Producer/Company or any of the Company's sub-contractors and vendors in the Contest, and/or in the information stated in the documents furnished by the Participant.
7. If entries are received for participation, it is assumed that the person sending in the entry has provided us with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry.
8. The Participant(s) acknowledges that he/she has voluntarily chosen to participate in the Contest at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Contest.
9. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Contest.
10. None of the Participants 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 relating to the Auditions or any aspect of the Contest/Program or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Participant(s) shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.
11. In case the Company is unable to reach the registered Participant(s), the registration entry will be deemed as invalid. In the event it is not possible to determine with certainty the person who registered from a particular telephone number/mobile number, that entry would be disqualified. Registrant(s) are requested to use phone numbers which are unique to them.
12. Company shall not be responsible for any cost that may be charged by the participant's respective mobile/ telecom operator. The claim, if any, in this regard shall be directly settled by Participants with their respective mobile/ telecom operator without involving the Company in any manner whatsoever.



13. The Company shall endeavor to make all reasonably practicable arrangements to minimise telephone system difficulties, ensure uptime of systems, back-up of data, telephone system capacity, and prevent other technical impediments, but cannot provide any guarantee in respect thereof as these are dependent on external utilities/ service providers.
14. Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Participant entries.
15. Company/Producer shall not be liable for any failure of the IVR or SMS server or system, any call drop during participation or incomplete entries submitted by Participant(s).
16. Post submission of the Entry, the Participant(s) will not be permitted to modify / alter / change any details / answer submitted.
17. Any and all taxes and/or levies applicable on the winning Episode Prize won by the Participant(s), under the laws of India shall be borne by the Participant(s). Payment of prize money to the Winning Participant(s) shall be after deduction of all applicable taxes and levies and subject to providing the relevant documents as intimated by the Company and will be paid after one hundred and twenty (120) days of winner being declared by the Company on the Channel.
18. The Company may refuse to pay winnings or reclaim all sums paid to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Contest under these Rules & Regulations.
19. The Company or the Producer will not entertain any claims / questions / queries with respect to the authenticity or correctness of any questions and answers for the questions asked in the Contest.
20. The Company's decision on the correctness or incorrectness of any answer is final and binding on all Participants.
- 21.
22. The Company will not be responsible for any additional costs incurred by the Participant(s) or their family / affiliates, etc. incurred directly or indirectly by way of his / her registration or participation in the Contest
23. The Winner(s)/Participant(s) of the Contest agree that the Company shall be entitled to use the names/images/videos/references of the Winner/Participants for the promotional purposes or any other purposes at the sole discretion of the Company. All intellectual property rights and any other rights in relation to such materials shall vest with the Company for worldwide and in perpetuity.
24. The Company has rights to conduct more than one such Contest during the Program.
25. The Participant(s) understand that their selection will be based on a randomizer and selection software and the Participant shall not raise claims/objections/questions against the selection mechanism.
26. The Company will not entertain and permit the Participant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.

27. At no point of time will the Company/Producer be obliged to notify unsuccessful Participants of its decision.
28. All personal details and information requested by and supplied to the Company by each Participant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Participant(s) from the Contest in its sole discretion, should the Participant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
29. If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s) shall be liable to refund all amounts received from the Company
30. All attempts will be made to protect registration data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the Contest Winner selection process, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.
31. Only the entries received after the Contest questions are broadcast on the Channel will be considered valid. All entries must be received within Timeline as specified above in the format as stated in these Rules & Regulations
32. These Rules & Regulations and the Contest shall be governed by and construed in accordance with the laws of India and the Participant(s) submit irrevocably to the jurisdiction of the Courts in Kolkata.
33. Participation in the Contest does not guarantee the selection of the Participant(s) to proceed with the Contest. Participation also does not entitle any prize or award. Any Participant who has been declared as the Winner of the Contest shall not be eligible to participate in the Contest.
34. All registrations shall be subject to completion of the procedures by the Registrant(s) as per instructions received (i) on VOOT, (iii) on the Channel; and (iv) as per the Rules & Regulations.
35. Taking part in the Contest process shall be deemed to be acceptance by the Participant(s) to receive promotional messages from the Company or any third party so authorized by the Company.
36. The Company / Producer of the Contest is empowered to take a decision on any case not covered by the present Rules and Regulations
37. The Company reserves the right to amend (add, delete or modify) the Rules & Regulations governing the Contest prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Contest or remedy any issues that occur.