

TERMS & CONDITIONS

Ke Hobe Banglar Koti Pati Marketing Event ("Event")

This Event is organized by Viacom18 Media Private Limited ("**Viacom18**"), either directly or through an event management company engaged by Viacom18 ("**Organizer**") and is open for participation by all individuals who:

- (i) are above 18 (eighteen) years of age;
- (ii) are residents of Kolkata; and
- (iii) hold valid proof of Indian citizenship;

1. The Event is being organized for the purpose of promotion of the program titled "Ke Hobe Banglar Koti Pati" ("**Program**") which is an upcoming television quiz program on one of the television channels of Viacom18 "**Colors Bangla**" ("**Channel**"). The Event is being held at various locations across Kolkata, which shall be communicated by Viacom18 from time to time ("**Venue**") on such dates and time as communicated by Viacom18 from time to time ("**Event Period**"). As part of the Event, quiz contests shall be conducted at the Venue during the Event Period ("**Quiz Contest(s)**") and the participants may participate in the Quiz Contest(s) in the manner as more specifically provided in clause 2 below.
2. To participate in the Quiz Contest(s), the interested person will be required to fill-in the necessary details in the leaflet/form received by them and submit the same in the 'drop box(s)' placed at various locations in the Venue during the Event Period ("**Participants**"). It is hereby clarified that only 10 (ten) Participants shall be shortlisted to participate in each Quiz Contest conducted during the Event Period, as per the random selection process decided by Viacom18. The number such shortlisted participants and the selection process for the Quiz Contest(s) may vary as per the sole discretion of Viacom18. The Participants or any third party shall have no right to question the process of selection.
3. By participating in the Quiz Contest(s), the Participants agree to be bound by any rules, regulations, guidelines or policies ("**Rules**") associated with such Quiz Contest(s) and agree to be bound by any decisions made by Viacom18, including any interpretations of such Rules by Viacom18.
4. Viacom18 reserves the right to choose winner(s) for each Quiz Contest conducted during the Event Period, subject to the Rules and in accordance with these Terms and Conditions ("**Winner(s)**"). Viacom18 may determine the correctness, quality and validity of the answers provided by the Participants for each question asked during a Quiz Contest, in their sole discretion. Further, Viacom18 reserves the right to provide gratification, if any, to such Winner(s), as per its sole discretion.
5. The Participants confirm that such answers provided by them shall not be obscene, vulgar, defaming, denigrating to any person or entity, including women, artists, celebrities or children, hurting religious sentiments, depicting violence or against the public policy of India or/and the internal policies of Viacom18. Each Participant understands and acknowledges that he/she shall be entirely responsible and liable for any and all actions, claims, etc., of any nature, arising out of answers/statements and Viacom18/Organizer shall not be accountable or liable for the same in any circumstance whatsoever.
6. Viacom18 reserves the right to restrain any Participant immediately from participating in the Quiz Contests, if such Participant has supplied untruthful, inaccurate or misleading details and/or information, of any nature and/or have failed to abide by the Rules and/or are in breach of the terms hereof.
7. It is hereby clarified that, mere participation in the Quiz Contest/ Event does not entitle the Participants to any gratification and they shall not have the right to claim any damages or monies from Viacom18/the Organizer. By participating in the Event/ Quiz Contests, the Participants waive their right to make any such or other claims against Viacom18/the Organizer.
8. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, arising out of the gratification (if any) provided to the Winner(s), shall be borne and paid by the Winner(s). In case the Winner(s) fail to comply with the applicable laws or pay the requisite taxes, duties or levies, if any, the Winner(s) shall indemnify Viacom18/the Organizer of any losses, claims, expenses, costs and actions for the same.
9. Gratification, if any given to the Winner(s), shall not be transferable, negotiable and/or redeemable for cash. No request shall be entertained by Viacom18/the Organizer in this behalf. Only the Winner and no other person can claim the gratification (if any) for or on behalf of the Winner.
10. Viacom18/the Organizer shall not be responsible for the quality or deficiency of the gratification (if any provided) and no claim or request, whatsoever, in this respect shall be entertained by Viacom18/the Organizer.
11. Viacom18/the Organizer shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Event/Quiz Contest and grant of the gratification (if any) from any party whatsoever.

12. All costs and expenses including but not limited to any personal expenses shall be solely borne by the Participants and no monies shall be payable by Viacom18/the Organizer.
13. Employees (including their immediate family) of the Organizer, its affiliates and associates and sponsors, are not permitted to participate in the Quiz Contests.
14. To facilitate participation in the Event/Quiz Contest, Viacom18 requires the Participants to submit the leaflet/form received by them as contemplated in clause 2 hereinabove; such leaflet/form may require personally identifiable information of the Participants which shall include without limitation name, complete address, date of birth, email id, etc. of the Participants ("**Personal Information**"). If Participants do not truthfully provide all requested Personal Information, Viacom18 may determine that such Participants are not eligible to win the Prize in this Contest.
15. Submission of such leaflet/form received by the Participants shall be deemed to be consent by the Participants to receive promotional messages about the shows, programs, events, etc., of the Viacom18 and messages relating to the Program from Viacom18 and/or any third party so authorized by Viacom18.
16. The Personal Information shall be provided by Viacom18 to others assisting the Viacom18 in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, prize suppliers, distributors, deliverers and service providers (as applicable).
17. 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 Quiz Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom18/the Organizer shall be entitled to take any/all actions against such Participants, as deemed fit by it.
18. The Participants acknowledge that they do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Quiz Contest/Event.
19. The Participants acknowledge that Viacom18/the Organizer 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 them, including, either before, during or after availing the Prize; or before, during or after the Event/Quiz Contest; or while traveling to or away from the Venue of the Event; and no such accident (etc.) will be attributed to Viacom18/the Organizer and Viacom18/the Organizer shall not be held responsible for the same nor shall Viacom18/the Organizer be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
20. Viacom18 is not responsible for any errors or omissions in the Terms & Conditions contained herein. All information provided in the Event/Quiz 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.
21. Under no circumstance, shall Viacom18 and/or its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives be liable to the Participants and/or the Winners and/or any third party for any lost profits or lost opportunities, indirect, special, consequential, incidental, or punitive damages whatsoever, even if Viacom18 has been advised of the possibility of such damages. The Participants and the Winner(s) specifically agree 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 Viacom18/the Organizer, its parents, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives to claim any damages or relief in connection with the Contest.
22. By participating in the Event/Quiz Contest, the Participants waive all copyrights and any related rights and consents of Viacom18's/the Organizer's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray them as Participants and/or publish any content submitted by them. The Participants further grant irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same, in any and all applications 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 electronic media, at any time without the Participant's further knowledge or consent and without any compensation whatsoever.

23. **By virtue of his/her participation in the Event, the Participant hereby further agrees to the following conditions and undertakes as follows:**
- (i). The Participant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Participant.
 - (ii). The Participant confirms that he/she is an adult and is entitled to enter into a valid agreement. The Participant acknowledges that he/she has voluntarily chosen at his/her free-will to participate in the Event and is willing to bear all risks, costs & consequences arising from such participation in the Event and/or the Quiz Contest.
 - (iii). The Participant represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to Viacom18 and /or the Organizer. That the Participant has no other disability which would prevent his/her participation in the Event/Quiz Contest.
 - (iv). Employees of Viacom18 and /or Organizer and/or their associates and affiliate companies/ sponsors of Viacom18, will not be qualified for the participation in the Quiz Contest and requested not to register for the same.
 - (v). The Participant and waives any right to question the selection/evaluation process, non-selection of the application / entry and/or the selection of any other applicant/participant.
 - (vi). The number of Participants to be selected and the number of Participants who shall be finally selected as winners shall be at the sole discretion of Viacom18 at all times and decision of Viacom18 shall be final and binding. One winner cannot be and shall not be selected multiple number of times, during the Event Period and /or otherwise.
 - (vii). The Participants agree that the chance to be selected to participate in the Quiz Contests is basis the selection process mentioned in clause 2 hereinabove and winners shall be selected as per clause 4 hereinabove. No further requests for participation shall be entertained by Viacom18/the Organizer. Viacom18 reserves its right to reduce / extend the Event Period as per its discretion at any point of time. The Participant acknowledges, agrees and undertakes to abide at all times by all the rules, regulations, terms and conditions for this Event/Quiz Contest as laid down herein and as determined / modified from time to time by Viacom18.
 - (viii). Viacom18 shall have the sole discretion to discontinue/cancel the Quiz Contests at any point of time during the Event Period and the Participant shall not raise any claim due to such discontinuation or cancellation at anytime whatsoever.
 - (ix). Taking part in the registration process shall be deemed to be consent by the Participant to receive promotional messages about the shows and programs of the Viacom18 and messages relating to the Program from Viacom18 and/or any third party so authorized by Viacom18.
 - (x). The Participant hereby agrees to indemnify Viacom18, the Organizer and their respective affiliates, sponsors, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any misrepresentation, or concealment of material facts or breach of any representations, obligations or terms as stated herein.
24. 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.
25. No waiver of any rights by the Viacom18/Organizer will be taken as a waiver of any other rights it may have. For instance, if the Organizer waives its right to object to a particular breach of these terms and conditions by a Participant/Winner, it does not prevent the Organizer from objecting to any other breaches by that Participant/Winner or any other Participant/Winner.
26. The Event/Quiz Contest shall be subject to the exclusive jurisdiction of competent Courts at Kolkata and the law applicable shall be Indian Law. The Event/Quiz Contest shall not be valid and no participants from any city/state may participate if such events/contests and participation is prohibited as per applicable law in the states that they reside in/belong to.

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