

## **“Home Theatre Watch and Win Contest” Rules And Regulations**

The following are the rules for a " Home Theatre Watch & Win Contest" ("**Contest**")' which will be held on the facebook page viz. [www.facebook.com/colorsbangla](http://www.facebook.com/colorsbangla) ("Page") of Colors Bangla ("**Channel**") from April 30, 2017 until May 28, 2017, in relation to the newly launched show of the Channel viz. 'Home Theatre' ("**Program**") which telecast every Sunday ("**Telecast Day**") from 6pm to 9 pm ("**Telecast Time**"). These Rules set forth the terms of the agreement between Viacom18 Media Private Limited ("**Company**") and each participant who participates in the Contest.

By entering the Contest, the entrant ("**Participant(s)**") unconditionally accepts and agrees to comply with and abide by the terms and conditions herein ("**Terms**"). The decisions of Company for all matters relating to the Contest shall be final and binding in all respects.

### **(I) PARTICIPANT'S ELIGIBILITY**

- A. The Contest is open only to the residents of West Bengal ("**Territory**") who are 18 years and above as on April 30, 2017.
- B. Participants should provide all the required information, which has been asked from them. Any incomplete submission will be considered invalid for the purpose of the Contest.
- C. The Contest is not open to the permanent and/or contract employees and directors of the Company, its parent, subsidiary and affiliated companies, advertising and promotion agencies (collectively, "**Company Entities**") and each of their immediate family members are not eligible to enter the Contest and (ii) advertising and promotion agencies, suppliers of prizes, and/or entities connected with the Program or for the promotion of the Contest (collectively, "**Sponsors**").

### **(II) CONTEST PROCEDURE**

- A. The Contest shall be held on the Page starting from April 30, 2017 until May 28, 2017 ("**Contest Date/s**") (all the Contest Dates are collectively referred to as the "**Contest Period**").
- B. During the Contest Period, the Channel shall post 2 questions relating to the Program on the Page one day prior to the Telecast Day i.e. on a Saturday. After watching the Program on the Telecast Day during the Telecast Time on the Channel, the Participant/s shall be required to answer both the questions asked on the Page.
- C. The Participants are required to send the correct option/answer by commenting on the post of both the questions ("**Submission**") during the time starting from the end of Telecast Time of the Program on the Telecast Day upto 11:59 PM of the next calendar day (hereafter referred to as "**Deadline**").

- D. The Company/Channel reserves the rights to add/ delete/ modify the modes of participation in the Contest.
- E. The Participants shall ensure that the Submission submitted by them is in good taste, not obscene, vulgar, libelous, defamatory, insulting, annoying, hurting religious, community and nationality sentiments, or in any other way contrary to law, public morals or good taste.
- F. A reasonable level of skill is required. Participants can send any number Submission/s per Day Per Facebook ID until the Deadline.
- G. The Company shall not be responsible in the event Submissions are not received and also for technical error of any nature whatsoever that results in a Submission not being received. For purposes of the Terms, "receipt" of an entry occurs when the Service server records the entry information upon the entrant clicking "submit" button. Any automated receipt confirmation does not constitute proof of actual receipt.
- H. Submissions should state all the required information asked from the Participant(s) on the Page and/or in these Terms and Conditions. If the same is not complied with, then the Submission will not be considered and will be disqualified.
- I. The Company shall not be responsible for any entries submitted but not received or recorded due to any reason whatsoever.
- J. There is no cost involved in for registration of the Contest. However, the network operator or the internet service provider shall charge such amount as deemed fit by them for the usage of the services. The Company shall, in no circumstances, be responsible to reimburse any such cost incurred by the Participant on account of such participation in the Contest. Any dispute between the operator or service provider shall be settled directly between the Participant and the service provider/operator.
- K. All Submissions shall have to be sent in the abovementioned manner only and if sent in a manner other than that mentioned above, the same shall not be considered as valid and as such, shall not be included in the tabulation of correct answers received..
- L. Participant(s) can send in their Submissions only once.

### (III) **SELECTION PROCESS**

- A. The Company shall, on a random basis the correct answers received, select one(1) ("Winner") for each Contest Date from among the Participant(s) who have sent correct and proper entries for the questions on a particular Contest Date, within the Contest Time. In the event, that the Company is of the opinion that none of the entries are eligible to be selected as Winner/s, then the Company may exercise its discretion not to select any Participant. The Company may in its sole discretion increase or decrease the number of Winner/s of each Contest Date.
- B. The Company reserves the right to disqualify any Participant(s) from participating in the Contest without assigning any reason. The decision of the Company in this regard shall be final and binding upon the Participant(s).

C. **PRIZE:**

- i. Each Winner shall stand a chance to audition for any of the shows of the Channel as may be decided by the Company. If selected in the audition/s, the Winner/s will get a chance to perform in any of the television shows of the Channel as may be determined by the Company depending on the talent of the such Winner/s who has been selected after the auditions and the creative requirement of the Channel/Company-. The Prize/s may be claimed by the Winners subject to the terms and conditions as specified below for the Prize. The Winners shall be contacted by the Company or any of its authorized representatives.
- ii. The Winner/s shall be informed of the date and time for auditions either by e-mail, phone or post ("Personal Medium"). The Company shall not be liable in the event the Winner/s is/are not able to participate in the audition due to any delay or non-receipt of such invitation to the Winner/s or any delay in reporting shall automatically disqualify the Winner/s from participating in the audition.
- iii. The cost of travel and accommodation for attending the auditions at the venues as informed by the Company shall be borne solely by the Winner/s and the Company shall not be liable for the same.
- iv. All Winner/s shall be required to execute an agreement or sign a form containing terms and conditions as required by the Channel before allowing participating in the auditions.
- v. All Winner/s shall maintain the decorum of the audition venue and shall abide by the rules and regulations thereof. Further the instructions of the Company shall be adhered to strictly. Any Winner/s who acts in contravention to the instructions of the Company or creating nuisance either to the Company or the other Winner/s shall immediately be disqualified from participating in the auditions and shall be escorted outside the audition venue.
- vi. The Winner/s shall at all times shall keep the selection process and all details regarding the program for which he/ she might be informed of or which he/ she might learn or come to know of as an participant in the audition or as a shortlisted participant. The Winner/s shall at no time communicate to any third person or the media or give any interviews on his/her participation in the audition or potential participation in the Show without prior written consent of the Organizers.
- vii. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the audition, at any time at their own discretion and without any prior notice and without assigning any reason.
- viii. The decision of the Company in connection with the audition will be final and binding and is non-contestable. In case of any dispute or difference in respect of this audition, the decision of the Company shall be final and binding on all concerned.
- ix. The Winner/s who have been selected after the auditions shall be intimated by the Company directly. The Company shall not entertain any questions, correspondence, and enquiries on the manner of conduct of the audition from any person whatsoever.

- x. Apart from the entitlement to be part of any of television show of the Channel ("Show"), the Winner/s or his/her legal heirs will have no other rights or claims against the Company. Such television show and the role for which the Winner/s shall be auditioned and/or finally selected shall be determined solely at the discretion and creative requirement of the Company/Channel.
  - xi. The Company shall not be liable for any loss, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Winner/s during his/her participation in the audition or the show for which such Winner/s has been selected.
  - xii. The Winner/s acknowledges that he/she understands that getting shortlisted in the audition is only a preliminary step towards participation in the Show and it shall be the absolute and sole discretion of the Company to allow participation based on creative requirements.
  - xiii. The audition shall be subject to jurisdiction of competent court/s at Kolkata alone.
  - xiv. All Winner/s shall have to carry a copy of a document identifying him/her as the citizen of India and proof of his/her address and age.
  - xv. Participation in this Audition implies acceptance of all the rules set forth by the Company for the audition and the Terms and Conditions herein contained. Acceptance of the Terms and Conditions by the Participant/s constitutes permission for Company, and its affiliates to click photographs, record videos of the Winner/s and use the Winner/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.
  - xvi. Any photographs, videos etc. submitted to the Winner/s or recorded by the Winner/s during the audition shall on submission/creation become the property of the Organizers and shall be available to the Company for exploitation throughout the world in perpetuity. The Winner/s shall ensure that the photos or videos submitted by him/her in any public domain or their performances are not obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person.
  - xvii. In the event of any violation to the aforementioned, the Winner/s shall immediately be disqualified from taking part in the auditions and shall solely remain liable for any action (criminal/civil) arising therefrom.
  - xviii. The Winner hereby agrees to indemnify the Company against any claims that might arise from their actions or omissions while participating in the Audition.
- D. A participant once chosen as a Winner/s will be entitled to only one Prize. It is further clarified that such eligibility shall at all times be subject to the other terms and conditions as contained herein and that to the discretion of the Company/Channel. Mere participation in the Contest does not entitle the participant to win the Prize..
- E. The Winner(s) of each Contest Date shall be declared within the next 2 days after the Deadline on the Page. The Winner/s shall be required to furnish his/her name, contact information and

other information including but not limited to PAN Number as sought by the Company. In the event that, the Company is unable to successfully contact the selected Winners within twenty-four (24) hours of such selection, alternative winner(s) will be selected.

- F. If the Winner/s are unable to or do not claim the Prize for any reason whatsoever, he/she shall be deemed to have withdrawn from the Contest and his right his/her right to claim the Prize shall stand forfeited.
- G. All decisions of the Company shall not be subject to any appeal of any nature whatsoever. Entry in the Contest shall be construed that the Participant has waived his/her right to dispute any decision(s) made by Company.
- H. Each Participant consents that it has no objection in the Company/Channel using the information supplied by the Participants, to the extent possible under any applicable laws of India, in any media for further promotional, marketing and publicity purposes without any further permissions, payments or other compensation to the participant by the Company and its affiliates.
- I. The Winners, shall not in any circumstances make any claims against the Company or against its affiliates, group companies etc. arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to the winner's participation or non-participation in the Contest or any related activity. If the Winner is found to be ineligible, or if he or she has not complied with these terms and conditions, the corresponding entry will not be considered further.
- J. If the Company so elects, Winners will be required to submit to a confidential background check to confirm eligibility and help ensure that the Winners will not bring the Company or its affiliates, group companies etc. into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Company as determined in their sole discretion.
- K. Any and all ancillary costs, direct and/or indirect, in relation to the Prize, including but not limited to the travelling, lodging, boarding costs, gift tax or such other taxes, shall be borne by the Winners and the Channel and/or Company shall not be responsible in any manner whatsoever for the same.

#### **(IV) TERMS AND CONDITIONS FOR THE PRIZE**

- A. The Winners of the Contest hereby agree and acknowledge the following:
  - (1) The Prize, is given to the Winners at the discretion of the Company and the Company reserves the right, in its sole discretion, to change the Prize at any time. The Company does not guarantee the adequacy and equivalency of the Prize so changed.
  - (2) In the event the Winner/s are unable to receive the Prize for any reason whatsoever, the Company shall not be liable for the same and the Company shall be deemed to have duly disbursed the Prize to the Winner(s).
  - (3) The Company and its affiliates, group companies etc. are not liable for any defect in the

Prize and makes no representation and/or warranty regarding the Prize other than those given in these Terms and Conditions and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty or merchantability or fitness of the Prize for a particular purpose.

4) The Winner(s) are required to bear all travel, lodging and boarding costs and expenses for themselves and their respective companions for the travel to Kolkata for availing the Prize.

5) The Prize cannot be transferred, negotiated, refunded or exchanged and only the Winner(s), and not any other person or agent, may claim the Prize.

6) The Winner(s) understand that the dates of the auditions are final and not changeable hence if the Prize must be availed by the Winner(s) on such date only failing which the Prize shall stand invalid. However, such date is subject to change in the event of some unforeseeable circumstances beyond the control of the Company and the Company reserves the right to choose another date for use of the same which it shall communicate to the Winner(s).

(V) **LIMITATIONS OF LIABILITY:** BY ENTERING THE CONTEST, EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED AND ASSOCIATED WITH ENTERING THE CONTEST (IF ANY), NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL COMPANY AND/OR COMPANY ENTITIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER DIRECT OR INDIRECT, ARISING IN ANY WAY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

(VI) **GENERAL TERMS:**

A. The viewer(s) interested in participating in the Contest must be above the age of 18 years and a citizen of India (as per the Income Tax Act, 1961) and a resident of West Bengal. The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.

B. The Participants acknowledge that they do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Contest.

C. Proof of age, if requested, of the Participant(s), Winner(s) and/or the family members of the Winner must be submitted to the Company (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate).

D. The Company reserves all rights to make amendments to the existing rules and regulations or withdraw or suspend the Contest without giving prior notice for any

reason whatsoever. It shall be the sole responsibility of the viewer(s)/ Participant(s) to check and be updated about the rules and regulations of the Contest published on the website viz. [www.colorsbangla.com](http://www.colorsbangla.com). By participating in the Contest, it shall be deemed that the Participant has read, understood and agrees to these rules and regulations as contained herein or as amended, from time to time.

- E. Non-conformance by the Participant(s) to any and all the rules will make such Participant's entry (ies) null and void. Also, the Contest is void where prohibited or restricted by law.
- F. The Participant(s) shall hold harmless the Company, the Company Entities, its respective employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant(s), in any manner whatsoever, whether in contract, tort (including negligence) or otherwise in connection with the Contest and/or the Prize and waives all rights to 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 to claim any damages or reliefs.
- G. Each participant hereby acknowledges and agrees that the relationship between the Participant and the Company and Company Entities is not a confidential, fiduciary, or other special relationship.
- H. Each Participant hereby agrees to be bound by the Terms and/or by any subsequent revisions of the Terms and Conditions ("Revised Terms"). The Company reserves the right to amend, add or delete any of the Terms and Conditions at its sole and absolute discretion without further notice. The Revised Terms (if any) shall supersede all prior terms.
- I. If the Winner(s) do not claim the Prize within the said period of time after notification to the Winner, then the Winner shall be deemed to have withdrawn from the contest and his right to claim the Prize shall stand forfeited.
- J. By entering the Contest, the Participant grants Company and the Company Entities unlimited use of his or her name, address, voice, photograph, statements and/or likeness in any and all media without remuneration throughout the world in perpetuity for the purpose of publicity and/or advertising, to the extent possible as under the applicable laws of India.
- K. The Company shall not be responsible to pay for any taxes, duties, charges, license fees, insurance and/or levies applicable under the laws of India, in relation to the Prize and the same, if applicable, shall be solely borne by the Winner.
- L. Neither the Company nor their employees have given any guarantee and/or warranty regarding quality, brand, value, durability etc. of the Prize. The Company and its affiliates, group companies etc. are not liable for any defect in the Prize and makes no representation and/or warranty regarding the Prize other than those given in these Terms and Conditions and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty or merchantability or

fitness of the Prize for a particular purpose. Neither the Company nor their employees shall be responsible and/or liable for any reason whatsoever in connection thereto.

- M. By providing any personal information to the Company entering the Contest, each Participant thereby waives his or her privacy rights and/or any privacy expectations they have with respect to the use of their likeness or personal information furnished by them. If a Participant does not wish to have his or her information and/or likeness viewed by or disclosed to others, he or she should not enter the Contest,
- N. The Winner(s) agrees that if due to any reason, whatsoever, beyond the control of the Company, the Prize and/or anything in connection to the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, the Company cannot be held responsible and/or liable for the same.
- O. The Company is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the Participants and/or the Winner in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or Prize.
- P. The Company reserves the right to forfeit the Prize in the event it is found by the Company that any information provided by the Participant(s) and/or the Winner is wrong, fraudulent or any misrepresentation is made by the Participant(s) and/or the Winner. The Company shall have the right to declare another Participant(s) as the Winner of the Contest and transfer the Prize to that person.
- Q. By entering the Contest, each Participant expressly agrees that his or her personal data supplied may be used by the Company and/or its affiliated companies for the purposes of marketing the products and/or services of the Company and/or its affiliated companies and that certain offers and information on such products and/or services may be sent to the Participant(s) from time to time.
- R. The Winner(s) of the Contest 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. Further, the Winner shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Winner(s) agrees that the footage of any nature with regard to the Winner(s) shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- S. By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner(s) have waived his/her right to raise any dispute with regard to the Contest and/or the Prize, in any manner whatsoever.
- T. All and any incidental costs direct and/or indirect, in relation to the Prize, shall be borne by the Winner(s) and in no manner whatsoever shall the Company, be responsible or liable for the same in any manner whatsoever.



- U. These rules and regulations shall be construed and governed in accordance with the laws of India and the courts at Kolkata, India shall have the exclusive jurisdiction in case of any dispute or other matter arising in reference to the Contest and/or the Prize.