

## CONTEST TERMS AND CONDITIONS

These Contest Terms And Conditions (“**Terms and Conditions**”) govern your participation in the “Colors Bangla Borodiner Notun Rong Protijogita ” (the “**Contest**”) conducted by Viacom18Viacom18 Media Private Limited (“Company” or “we”) on the website [www.Facebook.com](http://www.Facebook.com) (“**Facebook**”) through the facebook page viz. [www.facebook.com/colorsbangla](http://www.facebook.com/colorsbangla) and the twitter page viz. <https://twitter.com/ColorsBangla> (“**Pages**”) for the promotion of the television Channel Colors Bangla (‘Channel’) on the occasion of Christmas (“Festival”). These Terms and Conditions apply to all users (“You/Participant(s)”) who intend to participate in the Contest. Your participation in the Contest constitutes your agreement to follow and be bound by these Terms and Conditions without modification, and all other operating rules, policies and procedures that may be published from time to time by the Company. If you do not agree to these Terms and Conditions, you are advised not to participate in the Contest. Please be advised if you choose to continue to participate in the Contest, it shall be deemed that you have accepted the Terms and Conditions. The Terms and Conditions are personal to You, and are not assignable, transferable or sub-licensable by You.

### (I) PARTICIPANT'S ELIGIBILITY

A. The Contest is open only to the following:

- i. legal residents of West Bengal, India ("**Territory**")
- ii. Above eighteen years of age
- iii. have a valid Facebook account.

B. Participants should state all the required information, which has been asked from them including but not limited to the details required by Facebook. Any submission which is incomplete/ not fulfilled as per the terms of this Terms and Conditions and/or any terms and conditions laid on the Page and/or stipulated by Facebook shall 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, "**Viacom18 Entities**") and each of their immediate family members are not eligible to enter the Contest.

### (II) CONTEST PROCEDURE

a) The Contest shall commence tentatively from December 1, 2016 and will end on December 30, 2016 ("**Contest Period**").

b) Participants can participate in the Contest, by logging on to Facebook, by using their Facebook ID and password and shall further logon to the Page.

c) On every Thursday during the Contest Period, one popular artist from any of the shows of the Channel shall share a post regarding winning a meet & greet opportunity with them (“Post”). In reply to such Post, the Participants shall then be required to state as to why their loved ones deserve a date with such artist who has shared the Post on the Pages. (“Submissions”).

d) The Participant/s whose Submissions are the most unique and wittiest will be declared as the winner/s.

- e) The Submissions send by the Participants for each week during the Contest Period are required to reach the Company on or before every Wednesday by 23:59 pm during the Contest Period (**‘Due Date’**). Any Submission(s) received after the Due Date shall not be considered and only entries received before the Due Date shall be considered valid.
- f) 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.
- g) A reasonable level of skill is required. Participants can send only one Submission per Day. However, the Participant can submit one Submission on each day of the Contest Period.
- h) 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.
- i) 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.
- j) The Company shall not be responsible for any entries submitted but not received or recorded due to any reason whatsoever.
- k) The Participants shall not digitally alter or morph the images in any manner for Submissions. Any kind of enhancements made to the original images shall disqualify the Submissions.
- l) 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.

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

- a) After the Contest Period, Company will review all the eligible Submissions which will be scrutinized by the Company. The Company will select a total of 2 (2) eligible Submissions for every week of the Contest Period i.e. one from the facebook page and one from the twitter page. Thus, a total of 8 eligible Submissions shall be selected after the end of the Contest Period as Winners of the Contest Period (**“Winner(s)”**). The Company may in its sole discretion increase the number of Winners at its sole discretion.
- b) The Winners(s) will be randomly selected by the Company, on the basis of most unique and wittiest Submissions.
- c) In the event that the Company is of the opinion none of the Submissions are eligible to be selected, then the Company may exercise its discretion not to select any participant as Winner(s).

- d) The Company will have the right to verify the authenticity of each images uploaded as part of the Submissions and the Participants are required to comply with the requests of the Company to verify the authenticity of images submitted to the Company.
- e) 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).
- f) Each Winner along with his/her One(1) loved one shall stand a chance to meet the artist in response to whose Post the Winner had made his Submissions (“**Prize**”).
- g) A Participant once chosen as a Winner will be entitled to only one Prize. Mere participation in the Contest does not entitle the participants to win any prize.
- h) The Company shall announce the Winners on the Pages of the Channel. The Winners shall be required to send his/her contact details and such other details (“**Personal Information**”) as required by the Company via a Facebook/Twitter message to the Company on its Pages or on such e-mail ID as mentioned on the Pages. In the event the Winner(s) fail(s) to successfully inform the Company in the manner stated hereinabove, alternative Winner(s) will be selected.
- i) The contact details submitted must be accurate and complete and are subject to proof upon request by the Company. Any inaccurate or incomplete information found in the Submissions will result in disqualification from entry into the Contest and the receipt of the Prize
- j) All decisions of the Company shall not be subject to any appeal of any nature whatsoever. Submissions in the Contest shall be construed that the Participant has waived his/her right to dispute any decision(s) made by Company.
- k) Each Participant consents to the use of 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 payment or other compensation to the participant by the Company and its affiliates.
- l) The Winners shall not in any circumstances make any claims against the Company or the Viacom18 Entities 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 Submission will not be considered further.

If the Company so elects, Winner will be required to submit to a confidential background check to confirm eligibility and help ensure that the Winner will not bring Viacom18 Entities into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Company as determined in their sole discretion.

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

- (a) The Company reserves the right, in its sole discretion, to change the Prize at any time.

- (b) The dates and venue for the greet and meet opportunity will be intimated to the Winner(s) in advance.
  - (c) The Winners are required to bear all travel expenses for themselves and their respective companions for travel to Kolkata and to the venue to avail the Prize.
  - (d) 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.
  - (e) The Winner(s) understand that the date of the meet and greet are final and not changeable hence the Prize must be availed on such date as communicated by the Company failing which the Prize shall stand cancelled. However, the dates are subject to change in the event of some unforeseeable event not in 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 Winners.
- (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) **OTHER TERMS**

- a) **Proprietary Rights in the Submissions:-** You hereby grant to the Company the non-exclusive, perpetual, royalty-free, worldwide license to use, copy, sublicense, adapt, transmit, distribute, publicly display, modify such Submissions. You represent and warrant that: (i) you own the Submissions posted by you for the Contest (ii) your Submissions does not violate the privacy rights, publicity rights, copyright rights, intellectual property rights, or any other rights of any person, and (iii) the posting of your Submissions for the Contest does not result in a breach of any contract between you and a third party. You agree to pay for all royalties, fees and any other monies owing any person by reason of any Submissions you post for the Contest.
- b) **Prohibited User Content.** The following is a partial list of the kind of Submissions that is illegal or prohibited on the Page. The Company reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending Submissions from the Page on Facebook. Prohibited Submissions includes content that you should not host, display, upload, modify, publish, transmit, update or share including information that:
  - Relates to personal or sensitive personal information about yourself or any third party;

- is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- contains nudity, violence, or offensive subject matter;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- exploits people in a sexual or violent manner;
- solicits personal information from anyone under 18;
- provides any telephone numbers, street addresses, last names, URLs or email addresses, including in your account profile;
- violates the copyright, trademark or other intellectual property rights of any other person;
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, solicitation of donations, barter, advertising, or pyramid schemes;
- belongs to another person and to which the user does not have any right to;
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- interfering with, disrupting, or creating an undue burden on the site or the networks or services connected to the Contest;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation

**c) Representation and Warranty**

By posting the Submissions, you represent and warrant to the Company that you are aware that the Submissions shall be accessible by public at large and there is no obligation on the Company to keep the Submissions confidential;

You shall participate in the Contest in a manner consistent with any and all applicable laws and regulations.

Company may use the Submissions for such purpose as it deems fit, including informing any third party such as press or the local authorities for further investigation into the content of the Submissions that the Submissions is in compliance with all the terms and conditions of this Terms and Conditions;

**d) Your account information**

You agree that you (a) have provided true, accurate, current, and complete information to Facebook/Twitter, and to the Company in connection with the Contest; and (b) will maintain and update this information to keep it true, accurate, current, and complete. We reserve the right to terminate your access to the Page in the event we learn or believe any information provided may be false, inaccurate, not current, or incomplete.

If any unauthorized person obtains access to your account or the Page as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly brief us. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

**e) Limitations**

You agree to abide by all applicable local, state, national, and international laws and regulations in relation to the Contest, and not to act in any manner that is prohibited by the Terms and Conditions. You agree not: to (a) resort any illegal means which violates the rights of a third party, including without limitation intellectual property rights; (b) post or otherwise communicate material which is unlawful, grossly harmful, harassing, blasphemous defamatory, pedophilic, libelous, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, pornographic, obscene, indecent, confidential, proprietary or otherwise objectionable along with the postcards, (c) participate in the Contest for any commercial purpose; (d) post any links to any external Internet website that are obscene or pornographic or to post or otherwise communicate commercial advertisements, chain letters, pyramid schemes, encoded binary files, job offers or listings or personal ads; (e) post such materials which contain viruses or other contaminating or destructive features; (f) impersonates any person or entity, including any employee or representative of a third party; (g) cheat or copy in any form with respect to the Contest; (h) create an account or provide any other information under false pretenses, with false or incomplete information, or to mislead others; (i) post anything which harm minors in any way; (j) post anything which deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (k) post or otherwise communicate material contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or (l) post or otherwise communicate material threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

Additionally, you shall not:

- (a) modify, alter or distort the Submissions in any manner, wholly or partly, which will be derogatory or offensive to any person/ entity either featured in the Program or any other person;
- (b) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure which would result in the disruption in the Contest;
- (c) interfere or attempt to interfere with the proper working of the Contest or any activities conducted in connection with the Contest;
- (d) bypass any measures the Company may use to prevent or restrict access to the Contest; or

- (e) provide any information, including but not limited to email addresses or telephone numbers of friends, if you do not own or have permission to use.

**f) Participants Rules and Regulations**

Acceptance of Company's Terms and Conditions constitutes your agreement to abide by any conduct rules or regulations posted, as well as the restrictions and responsibilities outlined in these Terms and Conditions. The Company is not responsible for and is not liable for the accuracy and appropriateness of any of the posted content, and any consequences that may arise from participating in the Contest.

The Company reserves the right in its sole discretion to delete, move, or edit any the content that it may determine, in its sole discretion, violates these Terms and Conditions or is otherwise unacceptable. The Company may delete, edit, or reject the content at any time for any reason without notice to you. In particular, the Company reserves the right to remove content at the request of a third party copyright or other intellectual property owner. **Any content you transmit or post for the Contest will be treated as non-confidential.**

The Company will not be held liable for any damages of any kind, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages (a) related to its use or rejection of any content posted by you; (b) arising from the use of the public posting areas of this Contest; and (c) related to your viewing of any content for the Contest that you may find offensive.

Although the Contest has been organized/ created in good faith, no representation is made as to the completeness or accuracy of the information it contains. The information contained on the Page/Terms and Conditions may be incomplete, may contain errors, or become out-of-date. The Company makes no commitment and expressly disclaims any duty to update any of its content. Company reserves the right to add, modify, or delete any information in the Terms and Conditions at any time.

**g) Indemnification**

Your participation in the Contest constitutes your agreement to defend, indemnify, and hold harmless the Company and its affiliated entities, and their employees, contractors, officers, directors, agents and representatives, from any claim or demand, including reasonable attorneys' fees, caused due to any act or omissions or misrepresentations, infringement of any third party rights or concealment of material facts or breach hereof by You or even by a third party by using your password.

**h) Our Intellectual Property**

Except as provided below, the Company and its affiliates and licensors retain all right, title and interest in the Website and the Page ("VIACOM18 Intellectual Property"). You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display, or in any way exploit the VIACOM18 Intellectual Property, in whole or in part, except as expressly permitted in these Terms and Conditions or with the prior written consent of the Company.

Recognizing the global nature of the Internet, you agree to comply with all applicable local rules and regulations regarding your online conduct. We make no representation that the content

available at or through the Contest or any other program or service offered on or through the Contest is appropriate or available for use in other locations, and access to them from territories where the content may be illegal is prohibited.

## VI **GENERAL TERMS:**

- a) The viewer(s) interested in participating in the Contest must be above the age of 18 years 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) 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).
- c) 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 the rules and regulations of the Contest on the website of the Company.
- d) 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.
- e) Each participant hereby acknowledges and agrees that the relationship between the Participant and the Company and its affiliated companies is not a confidential, fiduciary, or other special relationship.
- f) 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.
- g) All Submissions/entries for the Contest shall become the property of Company and/or its affiliated companies. By entering the Contest, the Participant grants Company and their affiliated companies 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.
- h) 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.
- i) Neither the Company nor their employees have given any guarantee and/or warranty regarding quality, brand, value, durability etc. of the Prize. The Company Entities 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.



- j) 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,
- k) The Winner 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.
- l) 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.
- m) 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.
- n) 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.
- o) The Winner 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 agrees that the footage of any nature with regard to the Winner shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- p) By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner has waived his/her right to raise any dispute with regard to the Contest and/or the Prize, in any manner whatsoever.
- q) All and any incidental costs direct and/or indirect, in relation to the Prize including the travelling costs incurred by the Winners to collect the Prize, shall be borne by the Winner and in no manner whatsoever shall the Company, be responsible or liable for the same in any manner whatsoever.
- r) 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.
- s) We reserve the right, at our discretion, to update or revise these Terms and Conditions at any time. We will post such changes to these Terms and Conditions, and these additional or revised terms will become part of the agreement which shall be bound to be adhered and accepted by You. Please check this Terms and Conditions document periodically for changes.

- t) This Terms and Conditions constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.