TERMS AND CONDITIONS

For Participation In The

"MTV presents NESCAFÉ LABS Contest" ("CONTEST")

- This Contest is organized by Viacom 18 Media Private Limited (hereinafter referred to as "Organizer(s)" or "Viacom18") in association with Nestle India Limited.
- 2. The Organizer is organizing this Contest in association with Nestle India Limited, wherein the Organizer is providing a platform specifically meant for experimental, unique and fresh talent ("**Theme**") where a participant gets to showcase either talent as an individual or as a group of individuals in various Categories (defined below) and the best entries determined by the jury comprising of representatives of Organiser ("**Jury**") may become entitled to win the Gratification (defined below) as per terms as more particularly provided herein.
- 3. To participate in the Contest, a Participant needs to send the Organizer his/her entry based on the Theme and other details mentioned on the Site (defined below) as per the Terms and Conditions herein and any other rules that may be mentioned on the Site or announced by the Organiser, sponsors or related entities.

4. ELIGIBILITY

The Contest is open to all applicants for participation who comply with below conditions ("Participants"):

- (i) residents and citizens of India; and
- (ii) above age of 18 years;
- **PERIOD OF THE CONTEST:** The Contest shall commence from 15th September 2015 at 00:00 hours and shall conclude on 15th February, 2017 at 00:00 hours ("**Contest Period**").

This Contest shall be organized on monthly basis during the entire Contest Period. Every month during the Contest Period the Contest shall begin at the start of such month and conclude on 15th of such month. Only entries received within such dates per month shall be considered eligible and every month on the 20th of such month, Organiser shall shortlist total 5 (five) Entries from each Category (defined below) as more particularly described below who may become eligible to win Prize (defined below) for such respective month during the Contest Period. Out of the total 15 (fifteen) Entries shortlisted i.e. 5 from each Category, only 1 (one) Winner shall be declared as Grand Winner (defined below) who shall become eligible to win the Grand Prize (defined below).

6. PARTICIPANTS:

- (i) The Participants may participate in their individual capacity and/or in a group of two or more persons working collectively as a team without any restriction on gender, nationality, religion, or any other geographical or socio-economic or ethnical barriers or conditions.
- (ii) Provided however, in case of a Participant that is a team, each such team shall be represented by one single individual who shall be considered to the author and the owner of the Entry, and who shall fill up the Entry Form and submit the Entry, in order to participate in the Contest.
- (iii) For the purpose of further clarification, in case of a Participant that is a team, all the members of such team participating shall be considered as 1 (one) Entry for the purpose of Gratification.

7. PARTICIPATION IN THE CONTEST:

(i) To participate in the Contest, a Participant needs to log on to http://www/mtvindia.com/labs ("Site") to register themselves in the Contest in their selected Category (defined below) and register as more particularly described on the Site.

(ii) A Participant may register in any one of the below categories and/or more than one category as per their choice:

a) Music:

In this category a Participant with any talent related to music such as music composer, singers, guitarist, drummer, sound reformists, arranger, disk jockey, bands, instrumentalists, beat boxers, lyrics writer, etc may choose to participate.

b) Film:

In this category a Participant with any talent related to films such as directors, script-writers, cinematographer, visual effects artists, actors, producers, ad film-makers, etc may choose to participate.

c) Others:

In this category a Participant with any other talent which does not fit in above two categories of Music and Film such as a graphic artist, web jockeys, model, fashion designer, skateboarder, stand-up comedians, etc. may choose to participate.

All above (a), (b) and (c) shall hereinafter collectively be referred to as "Categories"/ "Category" and individually as "Music Category", "Film Category" and "Others Category".

- (iii) To participate in any of the above mentioned Categories, a Participant shall be required to submit their entry by either uploading an audio visual content, images, sound files, youtube links, sound cloud links, we transfer files link, etc depending upon the Category chosen by such Participant on the Site in such format and as per requirements and instructions mentioned on the Site ("Entry").
- (iv) Along with the Entry, each Participant shall also be required to submit their basic details as per the entry form on the Site.
- (v) Each Participant shall ensure that Entry submitted by them as per above shall be either original unpublished work created by the Participant and that it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party and if the Entry is not original unpublished work created by the Participants, then such appropriate approvals, permissions and clearances must have been procured by each such Participant to perform, record and submit as an Entry for the Contest and for the purpose of the Contest as more particularly mentioned herein and all such Entries shall subject to terms and conditions herein.
- (vi) A Participant may register and submit an Entry only once in one Category. However, such Participant may choose to participate more than one time in more than one Category and each such Entry shall be considered valid for the purpose of this Contest. Each Participant, if not already declared Winner during the Contest Period, may also choose to Participate again in any Category of its choice during the Contest Period.
- (vii) Any Entry received after the Contest Period for respective month shall not be entertained and shall be considered ineligible for the Contest.

8. **SELECTION OF WINNERS:**

- (i) The Contest shall be organized on monthly basis during the entire Contest Period. All entries received by the Organizer till 15th shall be considered eligible for such month. On 20th of such respective month of the Contest Period, Viacom18 shall shortlist total best 5 (five) Entries from each Category which complies with all the Criteria's (defined below) mentioned herein in point 8 (ii) below and further instructions, if any, as may be mentioned on the Site from time to time and adjudged as the best Entry by the Jury. Such 5 (five) shortlisted Entries shall be declared as the "Winning Content of the Month" and each such Participants in respective Categories shall be adjudged as the "Winners of the Month". Such Winners of the Month shall become eligible to win Prize as defined below.
- (ii) The criteria for adjudging the Winning Content of the Month by Jury shall be based on following:
 - a) Online Votes: Each Entry submitted on the Site shall available for public voting and each like received by each Entry on Site shall be considered as 1 (one) vote. Participants may choose to promote their Entries on various modes and platforms such as facebook, Instagram, youtube

- channels, twitter, etc at their discretion, however only the likes received by each such Entry which is uploaded on the Site shall be considered for online voting.
- b) Rating by Jury/ Organizers: In addition to the Online Voting, Jury shall adjudge each Entry based on criteria such as technical specifications, correctness, quality, validity, uniqueness and creative aspects of each Entry and give each Entry a rating which shall be considered towards selection of the Winning Content of the Month. Such Rating by Jury/ Organizers shall be determined at the sole discretion of Jury and Viacom18 whose decision shall be final and binding on all Participants.
- (iii) The members and composition of the Jury, and/or the entire evaluation process may be revised at any time, as determined by the Organizer at its sole discretion, from time to time. Neither the Participant nor any third party shall have any right to question the process of evaluation followed/ adopted by the Organizer, or the Prizes (as defined hereinafter) to be awarded by the Organizer. No correspondence, clarification, explanation in this regard shall be entertained by the Organizer, and the Participant shall not have any claim, or raise any claim, objection or question with regard to any of the foregoing.
- (iv) The Organizer shall, on the basis of the decision of the Jury, by or before 15th every month declare the best 5 (five) Entries in each Category to be the Winning Content of the Month and such Participants whose Entries have been declared as "Winning Content of the Month" shall be declared as the "Winner of the Month" (each a "Winner" and collectively, the "Winners"). Provided however, the Organizer shall not be held liable for any failure or delay in the declaration of the Winners beyond such date.
- (v) Each month, there will be 15 (fifteen) Winner of the Month from all categories who shall become eligible to win the Prize (as more particularly described below).
- (vi) Out of the total 15 (fifteen) Winners of the Month only (1) one Winner of the Month shall become eligible to win the Grand Prize based on MTV Jury assessment (as more particularly described below).

9. PRIZE/GRATIFICATION:

(i) PRIZE:

Total 15 (fifteen) Winners, with 5 (five) winners in each Category, shall be announced every month during the Contest Period as the Winners of the Month who might as a part of the gratification become eligible for below prizes:

- a) Each such Winning Content of the Month shall be featured on the "Wall Of Fame" section on the Site;
- b) Each such Winner of the Month shall get a certificate from the Organizer determined at the sole discretion of the Organizer.

(ii) **GRAND PRIZE:**

Out of the total 15 (fifteen) Winners of the Month, 1 (one) Winner of the Month shall be announced every month during the Contest Period as the "Grand Winner" who might as a part of the gratification become eligible for below prize ("Grand Prize"):

- a) Organizer might grant one time opportunity to each such Grand Winner being declared every month during the Contest Period either by promoting such Winning Content on such modes, media, platform determined at sole discretion of Organizer and/or producing a new content by providing one time opportunity to such Grand Winner and providing platform to such Grand Winner to promote his talent on Organizers platforms determined at sole discretion of Organsier.
- b) Each Grand Winner understands and acknowledges that such Grand Prize shall be subject to terms and conditions herein (specifically clause of said terms and conditions), any further instructions, rules and regulations as may be informed by Organizer from time to time.
- Organizer shall not bear any expenses incurred with respect to participating and availing the Prize and Grand Prize.
- 11. After the Winner and Grand Winner is announced, the Winner and the Grand Winner is required to approach the Organizer, in a manner, determined and informed by the Organizer, within 24 hours of announcement

and confirm the acceptance of the Prize/ Grand Prize along with providing requisite details, copy of citizenship proof, identity proof and address proof, copy of valid passport, etc. of the Winner/ Grand Winner. The Winner/ Grand Winner shall necessarily be required to be (i) above 18 (eighteen) years of age; (ii) a citizen of India; (iii) holding a valid proof of citizenship and meet any other requirements/ documents stipulated by the Organizer. The Winner and the Grand Winner shall also be required to sign a release letter in the format required by the Organizer and/or any other party on behalf of the Organizer and any confidentiality and release agreement and/or any other documents and writings, as may be required by the Organizer and/or its parent, subsidiary, and affiliate companies and Sponsors in relation to the Prize/ Grand Prize.

- 12. Organizer reserves the right to cancel the Prize/ Grand Prize and announce other Winner(s) and Grand Winner(s) in place of the originally announced Winner(s) and Grand Winner(s), if:
 - a) the documents or details of the Winner(s)/ Grand Winner(s) are not correct in the opinion of the Organizer; or
 - b) documents so required are incomplete, misleading or untrue; or
 - c) the Winner(s)/Grand Winner(s) do not sign the release form required by Organizer; or
 - d) if the Winner(s)/ Grand Winner(s) do not approach Organizer within 24 (hours)/ or such other working days of the announcement as may be instructed by the Organizer; or
 - e) if the Winner(s)/ Grand Winner(s) do not comply with the requirements and instructions of Organizer.
 - f) if it comes to the notice of the Organizers that the Winning Content is not original and has breached the representations and warranties provided herein including infringement of copyright.
- 13. Winner(s)/ Grand Winner(s) expressly confirm that author's royalty and/or any other royalty, if any payable, for utilization of the Winning Content in terms herein, is included in the Prize/ Grand Prize and the Organizer shall not be held liable for same.

14. SPECIFIC REPRESENTATION AND WARRANTIES OF PARTICIPANTS:

The Participants **represent and warrant** the following:

- (i) Entry(s) shall be suitable for presentation in a public forum, in sole determination of the Organizer.
- (ii) Entry(s) shall be original unpublished work created by the Participant and that it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party.
- (iii) Entry(s) shall not contain information known by the Participants to be false, inaccurate or misleading, of any nature.
- (iv) Entry(s) should not be obscene, vulgar, defaming, denigrating women, artist, celebrity or children, hurting religious sentiments, depicting violence or against the public policy of India or/and the internal policies of the Organizer.
- (v) Entry(s) shall not contain content that could be construed as defamatory, libelous, or slanderous.
- (vi) Entry(s) shall not contain content which infringes any third party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, and/or any other applicable personal or proprietary rights.
- (vii) Entry(s) shall not contain content which violates any Indian or international law, statute, ordinance, regulation, rule, policy, guidelines, etc. (including, but not limited to, intellectual property rights, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising).
- (viii) Entry(s) shall not contain content that engages in, encourages, advocates, discusses with the intent to commit, or provides instructions for conduct that would constitute a criminal or civil offense or would otherwise violate any local or international law or rule.
- (ix) Entry shall not promote or advertise any product(s), service(s) or brand(s).
- (x) Entry(s) shall not contain material or content that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body.
- (xi) Entry(s) shall not contain material or content for which you were compensated or granted any consideration by any other third party.
- (xii) Entry(s) shall not disparage any person or party.
- (xiii) Entry(s) shall not contain content that depicts alcohol or tobacco.
- (xiv) Entry(s) shall not in any manner depict or encourage harm or injury to any person, party, animal.
- (xv) Entry(s) shall not contain text, images or artwork not created by the Participant.
- (xvi) It understands that once an Entry has been submitted as an entry to this Contest, all rights therein shall be deemed to have been assigned in favor of the Viacom18 or any of its Affiliates.

- (xvii) No license fee, royalties, charges, etc. are payable to any person/party/copyright society anywhere in the entire world, in relation to the Entry including the music(s), performance etc as a part of the Entry and same are rights clear.
- (xviii) The Entry(s) are not and will not be uploaded/ publicized by Participants in any manner including on social networks/websites/blogs nor be discussed with any party, including without limitation the press, about any information relating to this Contest, the video, participation/appearance, or any other information which may come to the knowledge of the Participants, including without limitation in relation to the Organizer or any of its employees, consultants or vendors.

In the event of any violation to the aforementioned, the Organizer may in its sole discretion disqualify the Entry from the Contest with immediate effect. By participating in the Contest, the Participants also represent and warrant that he/she shall solely be liable for any and all action (criminal/civil) arising therefrom, whether in India or internationally, and shall also be liable to indemnify the Organizer, Sponsors, and any of its licensees etc. for any loss, claim, dispute, disruption caused to them.

15. GRANT OF RIGHTS

By participating in the Contest and submitting an Entry, the Participants acknowledge, agree and confirm as follows:

- (i) Entry is an original work produced by the Participant. The Participant is the author and exclusive owner of the copyright and all other intellectual property rights in the said Entry, including all rights, title and interest in and to the said Entry. The Entry (including the underlying works or other contents thereof), or any part thereof does not infringe or violate the copyright or other intellectual property rights or moral rights of any third party (ies).
- (ii) The Participant has the exclusive, unconditional right and authority to participate in the Contest and submit the Entry.
- (iii) The Participant licenses the same to the Organizer for free exhibition to the general public on the Organizer's Site and other modes, media and platforms of the Organizer and its promoter, on and with effect from the date of submission of the Entry. The Participant acknowledges and confirms that it shall, at its own cost and expense, obtain all requisite assignments, licenses, permissions, authorizations, no-objection certificates, written arrangements, etc., from the artists, authors of the artistic, literary, musical and dramatic works, photographs and other materials included in the Entry.
- (iv) The Entry or parts/excerpts thereof may be used in creating an official vignette for any property of the Organizer and the Winner(s)/ Grand Winner(s) and the official vignette containing the Winning Content will be promoted by the Organizer at its sole discretion, in any manner whatsoever and on any on its television channels and/or other platforms or third party platforms across the world in perpetuity ("Promotion"). Credit, if any, to the Winner(s)/ Grand Winner(s) might be given in the manner solely determined by the Organizer. Winner(s) expressly confirm that author's royalty and/or any other royalty, if any payable, for utilization of the Winning Content in any vignette in accordance with the terms herein, is included in the Gratification.
- (v) It is in Organizer's sole discretion to use/not use the Entry or parts/excerpts in the vignette. Winner(s) shall not have the right to claim any damages or monies from Organizer and by participating in this Contest the Winner waives their right to make any such claims against the Organizer whether or not credit if provided to the Winner or the Winning Content are not included in the vignette.
- (vi) As a part of the Prize and/or Grand Prize, the Organizer may record the Winner(s)/ Grand Winner(s) experience, performances and journey as per its creative requirements and the Winner/ Grand Winner hereby understands and undertakes to co-operate with same and participate as required for the shoot of the Winner. Further, as a part of the Grand Prize, Organizer may record and produce new content with the Grand Winner ("Recorded Content") which shall be produced at sole discretion of Viacom18 and final creative decision shall be of Viacom18. The Recorded Content if produced shall be at the instance of Viacom18 and Viacom18 shall be the sole author and owner of the Recorded Content including the underlying works. The Winner hereby expressly agrees to assign in perpetuity all rights with respect to all Recorded Content by the Organizer its parent companies, affiliates, brands, subsidiaries, successors, licensees and agents and such third parties that they designate and the Prize/ Grand Prize is good, full, complete, total and valuable consideration for the rights assigned by the

Winner/ Grand Winner to the Organizer herein, the receipt and sufficiency of which the Winner(s)/ Grand Winner(s) hereby acknowledge. The Organizers shall have the right to license to use, assign, issue copies, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, transmit, display, communicate to the public, perform, sell, license, sub-license, assign, and exploit (commercially or otherwise) such Recorded Content, in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from the Winner. Without limitation of the foregoing, submission of Entry constitutes the agreement from the Winner/ Grand Winner that the Licensed Entities have absolute rights (but are not obligated) to broadcast the Entry or any part thereof on any platform whatsoever, (whether now existing or launched in the future) and for any purposes whatsoever, and to reproduce, adapt and distribute the video(s) in all media whether now known or later developed.

- (vii) Without limitation of the foregoing, in no event will the Winner be entitled to, and the Winner shall waive any right to, enjoin, restrain or interfere with:
 - a) use and exploitation of such Entry and recorded content as permitted hereunder; or
 - b) the exploitation of any of the licensed entities' rights hereunder.
- (viii) The Participant(s) grants to the Organizer, its irrevocable consent in perpetuity to use his/ her name, photographs, video taken during the Prize distribution, if any, in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, internet, newspapers, magazines and such other modes, media and platforms (whether existing at present, or which may be developed at any time in the future) at any time without the Participants' further knowledge or consent. Further, acceptance of a Prize/ Grand Prize by a Winner/ Grand Winner constitutes permission for Organizer, and its affiliates to shoot videos, click photographs of such Winner/ Grand Winner and use the Winners' 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.
- (ix) The Participant shall be responsible to pay any and all necessary fees, costs and charges, including without limitation, license fee, public performance fees/royalties to the copyright management societies, authors, owners or assignees of any underlying works/performances for the exhibition or exploitation of the Entry and Recorded Content including without limitation any of the underlying literary or musical works used therein and fee for inclusion of sound recordings, music, lyrics, performances and other underlying works, as per applicable law, or otherwise (collectively, "Royalties"). The Participant agrees that the Organizer shall have no responsibility for payment of such Royalties or fee or for procurement of such rights. Notwithstanding anything contrary herein, the Participant shall indemnify and pay the Organizer for any damage, loss, or reasonable expense or the like that the Organizer incurs as a result of the Participant's delinquency in paying the Royalties or other costs or fee, securing any license or otherwise as set forth herein.
- (x) In submitting the Entry to the Organizer, the Participant recognizes that the Organizer engages in extensive activities in creating, acquiring and developing literary, artistic, musical and other material, including stories, ideas, themes, plots, titles, screenplays, and concepts for television, motion pictures and other developments, which are called "Materials". The Participant recognizes that the Materials which the Organizer may use in the future may have originated or may have been acquired from its own employees or others, and may duplicate or resemble elements of the Entry. The Participant appreciates the Organizer's concern that any examination of the Entry, without a full release of liability, might expose the Organizer to a claim of plagiarism, or such other claim or threat of litigation. Therefore, as an inducement for the Organizer's examination and evaluation of the Entry, and in consideration of such examination, and without prejudice to the declarations provided under the Entry Form, the Participant hereby acknowledges and agrees as follows:
 - a) Its submission of the Entry to the Organizer is voluntary, is not solicited by the Organizer, and not in confidence. There are no materials being submitted to the Organizer other than the Entry, including all the underlying literary, musical, dramatic and artistic works comprising the Entry.
 - b) There is no agreement between the Organizer and the Participant, express or implied, relating to the Organizer's use or failure to use the Entry, or any part thereof, or any of the underlying works thereto, including without limitation, the idea, concept, story, etc., thereof.

- c) The Participant shall not assert against the Organizer, its affiliates, licensees, assigns, officers, agents or employees any claim of any nature arising out of any alleged use by the Organizer of the Entry or any part thereof, or any of the underlying works thereto, including without limitation, the idea, concept, story, etc., thereof.
- d) The Participant (and in case of a team, the individual representing the team and submitting the Entry Form) represents and warrants that it is the author of the Entry, and that the Entry is its original creation, and that it has full power and authority to participate in the Contest and submit the Entry, and that it has the exclusive right to grant all rights in the Entry or any part thereof, including any of the underlying works thereto, and that it binds itself to adhere fully to the terms and conditions provided herein.
- e) The Participant will not hold the Organizer responsible for any loss, theft of the Entry, or any part thereof, or any of the underlying works thereto, including without limitation, the idea, concept, story, etc., thereof.
- (xi) The Participant hereby agrees to indemnify and keep indemnified the Organizer from any and all claims in respect of any aspect of the Entry submitted by the Participant, or any of the intellectual property rights thereof, or privacy or publicity, property rights or of any other claims, as well as claims from any person(s) engaged and/or associated in any manner with the Entry, or any claims arising from the breach/violation of any of the foregoing terms and conditions.
- (xii) The Winner understand that the Organizer is relying upon the foregoing representations and warranties, grants of rights and licenses, and releases in permitting the Winner to submit Entry(s) providing Prize/ Grand Prize. The Winner(s) acknowledge that they shall not terminate or rescind the grants of rights and licenses and/or the releases contained herein.

16. GENERAL TERMS AND CONDITIONS:

- Mere participation in the Contest or being announced as Winner does not entitle the Participants to win the Prize.
- (ii) The Participants acknowledge that they do not have any medical/physical/emotional condition which can jeopardize their eligibility for participation in the Contest.
- (iii) Participants/Winner(s) expressly acknowledge that the names, marks, logos, brands and trademarks of the Organiser respectively (including its trademark MTV) are the sole and exclusive property of the Organiser are well-known by the general public, are associated in the public mind with the Organiser, and the Organiser has acquired considerable and valuable goodwill in and to its trademarks. Participants/Winner(s) shall not obtain any right, title or interest in the foregoing by virtue of Participants/Winner(s) use of the trademarks under this Contest, and any goodwill associated with the trademarks shall inure solely to the benefit of owner. Additionally, Participants/Winner(s) shall not use, or apply to register any trademarks, service marks, or URLs, that include any of the Organiser's trademarks and/or is similar to the Organiser's trademarks.
- (iv) For the purpose of this Contest, a Participant is required to submit personally identifiable information which shall include without limitation name, complete address, date of birth, citizenship details, email id, etc. of the Participants/Winner(s) ("Personal Information"). If Participants do not truthfully provide all requested Personal Information, the Promoter may determine that such Participants are not eligible to for the Contest.
- (v) The Personal Information of the Winner(s) shall be provided by the Organiser to others assisting the Organiser in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, developers, distributors, deliverers and service providers (as applicable).
- (vi) The Prize/ Grand Prize shall not be transferable/ redeemable for cash. No request shall be entertained by the Organiser in this behalf.
- (vii) The Winner(s) acknowledge that the Organiser 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, either before, during or after the Contest; and the same shall not be attributed to the Organiser and the Organiser shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.

- (viii) Any Participants found manipulating using any means considered unfair by the Organizer shall be penalized or disqualified in the sole discretion of the Organiser. No Participant shall associate themselves with any advertisers, brands or be seen as promoting any product or brand and any Participant indulging in this shall be liable to be disqualified at the option of the Organiser and Organiser shall also reserve its right to seek damages on account of the same. No Participant shall show the Organiser or MTV or Viacom18 or any channels of Viacom18 in bad light. Entry shall be original and shall not be in any manner breach of any third party rights. In the event any Entry is not original or are in breach of any third party rights, the Participant shall be responsible for indemnifying the Organiser or Viacom18 on account of any losses, damages, expenses, costs, loss of face and goodwill on account of the same.
- (ix) All incidental costs, if any, that may arise from participating in the Contest will be borne by the Participants.
- (x) The Organizer shall not be responsible for any loss of Entry for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the Contest Period or for any reasons beyond the control of the Organizer.
- (xi) In the event there is a tie between two Participants as final winner, then the same shall be resolved through a random draw. The selection process may vary and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection.
- (xii) The Organizer shall not be responsible for the quality or deficiency of the Prize/ Grand Prize and no claim or request, whatsoever, in this respect shall be entertained by the Organizer.
- (xiii) The Winner shall be contacted and informed by the Organizer directly. Organizer shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest, or the results of the Contest, and the distribution of Prizes, from any party whatsoever.
- (xiv) Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize/s, shall be payable by the Winner/s of the respective prize/s. In case the Winner fails to comply with the applicable law/s, the Organizers will be entitled to select another winner at their own discretion.
- (xv) The Prize(s) shall not be transferable. No request shall be entertained by the Organizers in this behalf.
- (xvi) Employees of the Organizers and/or their associate and affiliate companies/ concerns and/ or sponsors will not be qualified for entering the Contest and Program or winning any Gratification in the Contest.
- (xvii) The Organizers reserve the right to change/ modify terms and conditions and/or criteria of the Contest and/or the Prize for the Contest and/ or the duration/ timing of the Contest, at any time at their own discretion and without any prior notice and without assigning any reason.
- (xviii) The decision of the Organizers in connection with the Contest will be final & binding and is non-contestable.
- (xix) In case of any dispute or difference in respect of this Contest, the decision of the Organiser shall be final and binding on all concerned.
- (xx) The Winner(s) shall be intimated by the Organizers directly or in such manner as may be determined by the Organiser from time to time. The Organizers shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/s from any party whatsoever.
- (xxi) Apart from the entitlement to the Prize/ Grand Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizers.
- (xxii) The Participant acknowledge that he/she will not hold the Organizers and/ or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
- (xxiii) The Organizer is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Viewer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- (xxiv) Under no circumstance, unless due to wilful misconduct, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Participant specifically agrees 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 the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
- (xxv) All Participants grant the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the prize distribution in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast

- and television, newspapers and magazines at any time without the Participants further knowledge or consent.
- (xxvi) In case of any dispute or difference in respect of this Contest, the decision of the Organizers shall be final and binding on all concerned.
- (xxvii) Participation in this Contest implies acceptance of all the terms and conditions of the Contest. Acceptance of the Prize/s by the Winning Teams constitutes permission for Organizers, and its affiliates to shoot videos, click photographs of the members thereof and use their 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.
- (xxviii) It is the participants' responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate in order to be able to receive the gratification/notification in time.
- (xxix) It is the participant's responsibility to ensure that their personal information is always updated and accurate in order to be able to receive the gratification/notification in time.
- (xxx) The Organizer shall not responsible for any Participant not being able to understand the Contest dynamics, or any of the Terms and Conditions hereunder, or for misinterpretation of the same. No correspondence, clarification, explanation in this regard will be entertained by the Organizer.
- (xxxi) The Organizer may at any time, at its discretion, change these Terms & Conditions, the contest site, the rules and/or the Prize mentioned herein, without prior notice, and the Participant's acknowledge that such change shall be binding upon them.
- (xxxii) The Participants and the Winners acknowledge that they will not hold the Organizer and/or any of its affiliates or agencies engaged by it with regard to this Contest liable for any loss of opportunity and/or monetary loss due to their participation in the Contest.
- (xxxiii) By participating in the Contest and accepting the Prize/ Grand Prize, the Winners waives all copyrights and any related rights and consents to the Organizer's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray him/her as the Contest Winners and/or publish any content submitted by him/her. The Winners further grants 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 Winner's further knowledge or consent and without any compensation whatsoever.
- (xxxiv) The Participant shall indemnify the Organizer against any claims from any party and consequent losses, damages, compensation, whatsoever, that may arise from, or be related to the participation of the Participant in the Contest. Notwithstanding anything contained herein, the aggregate liability of the Organizer in case of any damage, loss, cost, claim, liability or expense (including legal costs and expenses) caused to or incurred by any act, omission or representation in respect of the Prize of this Contest to any Winner, shall not exceed the value of Prize.
- (xxxv) Organizer shall not be liable for any failure to comply with its obligations or due to the inability of the Participant to participate in the Contest, or submit its Entry in a timely manner, due to events of force majeure. Further, the Organizer shall not be responsible for any loss or damage if it has to discontinue or cancel this Contest in compliance with any law, ruling, order, regulation, requirement or instruction of any Central/State Government or for any other unavoidable reason beyond its control. Participants shall be informed of such discontinuance/cancellation as soon as reasonably possible, on the Contest page, or through email or such other manner as determined by the Organizer, from time to time.
- (xxxvi) The Organizer reserves the right to terminate, modify or extend this Contest, and its Terms and Conditions, at any time at its absolute discretion, without assigning any reason whatsoever. In case of any dispute or difference in respect of this Contest, decisions of the Organizer shall be final, binding and irrevocable.
- (xxxvii) 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.
- (xxxviii) No waiver of any rights by the 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, it does not prevent the Organizer from objecting to any other breaches by that Participant or any other Participant.
- (xxxix) The Contest shall be subject to the exclusive jurisdiction of competent Courts at Mumbai alone and the law applicable shall be Indian Law.