

TERMS AND CONDITIONS FOR PARTICIPATION

KISMAT KA SHUBHARAMBH ("ACTIVITY")

1. **Viacom18 Media Private Limited** (hereinafter referred to as the "**Organizer(s)/Viacom18**") is conducting the on-ground Activity(ies) (as elaborated hereinafter).
2. This Activity will invite participation in the events across the following cities ("**Event(s)**"), i.e. total of four Events in four cities on the below mentioned dates (tentative):
 - (a) Varanasi – 30 November 2019;
 - (b) Agra – 1 December 2019;
 - (c) Lucknow – 7 December 2019;
 - (d) Kanpur – 8 November 2019.

The venue of the Event(s) in each of the city(ies), shall be as solely decided by Viacom18.

3. The participation in the Activity shall be on a first come first serve basis at the venue of the Event(s) and the registration shall take place at the venue of the Event(s). The Activity shall be played by a couple/pair ("Participant Pair").
(The participants will be selected through a chit system after they have registered themselves on first come first serve basis).
4. **Eligibility criteria to participate:** Any individual person meeting the following criteria as stated below can participate in the Activity at the venue of the Event(s):
 - (i) An individual person aged 18 (eighteen) years or above and
 - (ii) The person should have a partner – either married or unmarried.
 - (iii) who is an Indian national(s) residing in India.
 - (iv) The Participant agrees that he/she will be required to submit all valid proofs of name/ age/ address/ nationality/citizenship and/or any other document if and as may be required by Organizer from time to time.
5. **By virtue of registration, the Participant hereby agrees to the following conditions and undertakes as follows:**
 - (i) The Participant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Participant.
 - (ii) The Participant confirms that he/she is an adult and is entitled to enter into a valid agreement. The Participant acknowledges that he/she has voluntarily chosen at his/her free-will to participate in the Activity and is willing to bear all risks, costs & consequences arising from such participation in the Activity and/or the Program.
 - (iii) Employees of Organizer and/or their associates and affiliate companies/ sponsors / associates of Organizer, will not be qualified for the participation in the Activity and requested not to register for the same.
 - (iv) The registration does not guarantee the selection of the Participant as a winner and such selection including the selection criteria /process shall be as per the sole discretion of Organizer, at all times. The Participant shall not and waives any right to question the selection/evaluation process, non-selection of the application / entry and/or the selection of any other applicant/participant.
 - (v) The number of Participants to be selected shall be at the sole discretion of Organizer at all times and decision of Organizer shall be final and binding.
 - (vi) No requests for participation shall be entertained by Organizer after the Activity period. Organizer reserves its right to reduce / extend the Activity period and amend the terms stated herein, as per its discretion at any point of time. The Participant acknowledges, agrees and undertakes to abide at all times by all the rules, regulations, terms and conditions for this Activity as laid down herein and as determined / modified from time to time by Organizer.
 - (vii) The Participant will be required to sign / execute a declaration form for participation in the Activity and these terms and conditions along with the terms of the declaration form, if any as required by Organizer, both of which shall govern the Participant's participation in the Activity.
 - (viii) The Organizer shall have the sole discretion to discontinue/cancel the Activity at any point of time and the Participant shall not raise any claim due to such discontinuation or cancellation at any time whatsoever.
 - (ix) Taking part in the registration process shall be deemed to be consent by the Participant to receive promotional messages about the shows and programs of Organizer and messages relating to the Program from Organizer and/or any third party so authorized by Organizer.
 - (x) In the event of any violation to the aforementioned or in case it comes to the knowledge of Organizer that the details submitted by the Participant in the application are not correct, the Participant may immediately

be disqualified from being considered to be a Participant for the Activity and shall solely remain liable for any action (criminal/civil) arising therefrom.

(xi) The Participant hereby agrees to indemnify Organizer and its respective affiliates, sponsors, associates, partners, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any misrepresentation, or concealment of material facts or breach of any representations, obligations or terms as stated herein.

6. **Mechanism for Activity:** The rules of the Activity(ies) are as more particularly set out in **Schedule I** annexed hereto.

7. **Gratification:**

(i) The top 3 Participants Pair(s) at each of the Event(s) ("**Winner**"), in each of cities shall be gratified as per the below ("**Gratification**"):

(a) The 1st Participant Pair will win a television set, worth **Rs.30,000/- (approx.)**

(b) The 2nd Participant Pair will win mobile phone(s), worth **Rs. 16,000/- (approx.) i.e. 2 units each of Rs. 8,000 each (approx.)**.

(c) The 3rd Participant Pair will win a gift voucher, worth **Rs. 1,000/- (approx.)**

(ii) The Winner(s) shall be announced at the Event(s), post the completion of the Activity and the Gratification shall be distributed at the end of the Event(s).

(iii) The Participants acknowledge and agree that the Gratification shall be provided on an as is basis and the Participant further undertakes to agree that the Participant shall be responsible and liable to avail the Gratification within the validity period and in the manner and as per terms stated therein if any. The Participant who wins the Gratification shall be solely responsible and liable at his /her cost to collect the same. The Organizer, its affiliates, agents/representatives do not give any guarantee/warranty with respect to the items being provided as Gratification.

(iv) The Gratification cannot be replaceable, exchangeable, refundable, en-cashable at anytime whatsoever. Only the Winner(s) and no other person /party can claim the Gratification for or on behalf of the Winners upon submission of such details and/or documents as required by Organizer to the satisfaction of Organizer. Organizer reserves the right to substitute the Gratification with any other product / item at its sole discretion, in case of non-availability / non-feasibility of the Gratification as stated above. The Participants / Winners understands and agrees that Organizer reserves the absolute right to change, amend, cancel, extend, withdraw, alter the terms hereof and/or Gratification, at any point of time alongwith increasing / decreasing the Activity Period and /or changing the rules / criteria of selection and/or changing the Gratification and /or amending any of the terms hereof at anytime and the Participants shall be solely responsible to check and keep themselves updated with respect to any change in the terms and conditions and all the updated terms and conditions shall continue to apply to all the Participants.

(v) Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, arising out of Gratification, if any, shall be borne and paid by the respective Winners and no monies will be reimbursed by Organizer at anytime whatsoever. In case the Winners fail to comply with the applicable laws or pay the requisite taxes, duties or levies, if any, such winning Participants shall indemnify Organizer of any losses, claims, expenses, costs and actions for the same.

(vi) The Participant / user agrees to indemnify and hold Organizer, its affiliates, their directors, officers, employees, agents, partners, representatives, contractors, sponsors, and licensors/licensees harmless with respect to any claims arising out of Participant's breach of any of these Terms and Conditions. The Participant /user agrees that he / she cannot sue or recover any damages from Organizer and/ or any of its directors, officers, employees, affiliates, agents, contractors, partners, representatives, and licensors/licensees as a result of Organizer's decision to remove or refuse to process any Gratification/prize.

(vii) The Participants give the Organizer absolute and irrevocable right to use and publish the Participant's photographs, video(s), names and city in the manner as deemed fit by Organizer and exploit the same in all modes, medium and manner and in perpetuity.

(viii) Mere participation in the Activity, does not / shall not entitle the Participants to win this Activity or any prize / or Gratification/other gratification.

8. **General Terms**

(i) By participating in this Activity, the Participants hereby acknowledge and agree that they have read, understood, accepted and agreed to abide with all the Terms and Conditions of the Activity.

(ii) These terms and conditions shall be construed in accordance with the laws of India and in case of any dispute or any other matter arising in reference to the Activity shall be subject to the exclusive jurisdiction of the Courts in Mumbai, Maharashtra, India.

SCHEDULE I

RULES OF THE ACTIVITY

- (a) The Emcee of the Event(s) will select couples/pairs based on the chit system.
- (b) The game is divided into 4 zones A, B, C, D with 13 blocks each. Each block represents certain amount (virtual) / points which will be either added or subtracted from their kitty (virtual) basis on which block the couple is in at the end of every dice roll.
- (c) The couple/pairs will be moving & playing on the boardgame blocks whereas the rest of the audience is to be seated, within the 4 zones surrounding the stage area.
- (d) Every couple/pair will be given 10 lakh worth virtual points initially.
- (e) The Emcee of the Event(s) will roll the dice on stage and the Participating Pair will move in their respective zones as per the number on the top surface of dice. As the boardgame begins the Participating Pair may either gain or lose points.
- (f) Participating Pairs must move in dedicated zones and complete the risks/ tasks associated to win points.
- (g) Whenever a Participating Pair gets 1/5, they will be asked, if they want to pick a 'risk card' to get a 25% hike in their current kitty. If the answer is no, the player moves on in the game, whereas, if the answer is 'Yes', they will have to take the risk.
- (h) Kismet ki Chakri – There is a block named kismet ki chakri in each zone. If the Participating Pair happens to come at a station in this block, they will have to elect a 'TG' from their zone who shall be called on stage to spin the wheel i.e. 'kismet ki chakri'. The wheel has certain virtual amount (points) ranging from 0 to 50 lakh virtual points. Wherever the wheel comes to rest that the points shall be added to the Participating Pairs kitty and the 'TG' shall be gifted with voucher.
- (i) Double bonanza risk - There is a block named Double bonanza risk in each zone. If any one of the playing Participating Pair happens to come at a station in this block, the Emcee of the Event, shall call upon all the playing Participating Pairs on stage and make them do a activity. 25% of their virtual amount / points will be added to the Participating Pair who does the activity successfully while 10% shall be reduced from the rest of the Participating Pairs' kitty. Post which they shall be told to go their respective zones in playing area and continue the game.
- (j) The Participating Pair whose kitty amount reaches 0 shall be disqualified and a new Participating Pair will be selected through chit system by the Emcee, who will be starting the game from the beginning with 10 lakh virtual amount/ points in its kitty.
- (k) The Participating Pair to finish the first won't be selected as winners instead winner would be the one who not only completes the whole round but also, they should have maximum amount in their kitty.