

**RULES & REGULATIONS GOVERNING PARTICIPATION IN BIG BOSS 13 PREM
JYOTISH CONTEST (“RULES”)**

A. BRIEF DESCRIPTION OF CONTEST:

Big Boss 13 Prem Jyotish contest is a question-answer based contest (“**Contest**”) organized during the Term (set out below).

The Contest will be conducted in English language and on the official website of the channel “*Aapka Colors*” (“**Channel**”) having URL address as: <https://www.aapkacolors.com/bb13uscontest> (“**Website**”) that is hosted by IndiaCast Media Distribution Private Limited (“**IndiaCast**”). For the purposes of these Rules, “**Organisers**” will mean IndiaCast and Viacom18 Media Private Limited (“**Viacom18**”).

Any participation in the Contest is governed by these Rules. Any individuals who participate in the Contest by providing answers to questions on the Website (“**Applicant**” or “**Participant**”) agrees to comply with these Rules.

B. CONTEST AND PARTICIPATION DETAILS:

1. Contest Details:

Contest shall be organised from 00.00 hours EST on December 26, 2019 and continue until 23.59 hours EST on January 1, 2020 (“**Term**”). Only one (1) Participant will be selected as the Winner of this Contest. Such winning Participant will have his/her question addressed in the form of an answer by Mr. Prem Jyotish, the Astrologer.

The Term is subject to change/modification without prior notice, in the sole discretion of the Organisers.

2. Participation Mechanism:

One (1) creative question will be asked by the Participant of his/her own choice in relation to his/her own life/future (“**Contest Question**”) during the Term.

In order to participate in the Contest, the Participant will be required to: (a) visit the Website (mentioned above); (b) post the Contest Question and hit ‘Submit’; (c) fill in the mandatory details namely Participant’s first and last name, email address, phone number, country of residence, city, date of birth (“**Information**”); (d) like and tag the Channel’s facebook page bearing URL: <https://www.facebook.com/aapkacolorsusa/> and share/repost the Contest post of such Contest on their own social media handles before submitting the entry; (e) Tick Box – Read carefully and agree to the Privacy Policy and Terms & Conditions during the Term.

Participant’s participation in the Contest shall only be considered if the Information submitted by the Participant is duly filed in with the correct and complete details. Any incomplete, erroneous and/or submission of answers/response submitted thereafter shall be considered null and void.

The Information collected by the Organisers is governed by applicable privacy laws of each state, province and zone in the territory of the United States of America.

C. GENERAL RULES FOR PARTICIPATION IN THE CONTEST:

1. The Contest is open to only to persons residing in United States of America provided they have attained 18 years of age.

2. Participation in the Contest is purely voluntary, and no registration fee is charged to the Participant in any manner whatsoever by the Organisers or any other person associated with the Contest.
3. Notwithstanding the foregoing, the Contest is not open to employees of the Organisers and its group and affiliated companies, subsidiaries, advertising promotional agencies, or any person associated with the organization of any Contest, their respective immediate families, or anyone with whom any of those persons are domiciled. The Organisers reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the Contest as a result of this rule. Further, in the event of any breach of the rules and regulations, the Organisers reserve the right, at its sole discretion, to initiate any legal action and/or seek reimbursement of the Prize from the Winner.

Participant agrees, acknowledges and permits to share Information which will be processed by the Organisers, their affiliates and vendors (including agency for website management) for the purpose of this Contest and in relation to Bigg Boss 13 (“**Show**”). The Organisers may enter into contractual obligations with such third parties in relation to processing and protection of the Information.

4. Prize / Gratification:

- (a) The Participant understands that answering the question creatively does not guarantee the Participant to receive any gratification. The Organisers expect several Participants to submit question/s on the Website. Hence, out of all the entries that the Organisers receive, only 1 (one) lucky winner shall be selected by the Organisers via random selection (“**Winner**”). The Winner will have his/her question addressed in the form of an answer by Mr. Prem Jyotish, the Astrologer (“**Prize**”). All decisions relating to shortlisting, selection and announcement of Winner of the Contest shall solely vest with the Organisers and such decisions shall be final and binding on the Participant. The Participants shall not dispute the decision of the Organisers at any point of time.
- (b) The Organisers will announce the Winner and post the answer/Prize on the social media handle/s of the Channel alongwith a congratulatory post on the Channel’s social media handle/s on such date as determined by the Organisers. The Organisers may further contact the Winner by email/phone as per the Information provided to the Organisers.
- (c) The Winner hereby permits the Organiser to contact him/her using the email/phone number as part of the Information provided to the Organisers. There is no cash alternative and the Prize must be taken as offered. The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or any other prize. Participants acknowledge that Organisers may be dependent on third parties to make available specified Prize to Winner(s), and that Organisers shall be within its rights to replace / substitute the Prize with any other award (including merchandize) selected by the Organisers in case the Organisers are unable to make available specified Prize to the Winner.
- (d) Any prize/ gratification(s) that will be made available by the Organisers will be purely on a reasonable effort basis.
- (e) The views/ opinions/ statements/ recommendations that may be expressed in the form of Prize are those of Mr. Prem Jyotish, Astrologer in his own individual capacity. They do not represent or endorse the accuracy, completeness, reliability of any advise, opinion, statement of the Organisers/Channel. The Participant acknowledges that any reliance upon any such opinion, advise, statement, or information shall be solely at the Participant’s own risk.
- (f) The Organisers or its affiliates or the Channel make no representation as to the suitability and extend no guarantee or warranty relating to the Prize. The Organisers shall not be responsible for any injury, loss, damage or other consequence whatsoever arising from, suffered or incurred by

the Winner from or in relation to Prize. The Winner hereby agrees that the Organisers and/or the Channel are not responsible for any queries / concerns / issues relating to the Prize(s) under any circumstances whatsoever.

5. Participants agree that no clarifications on the questions and the answers of / for in the Contest shall be entertained by the Organisers.
6. By submitting the Information and the Contest Question alongwith the Prize awarded to the Winner, the Winner/ Participant hereby waives all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations that the Participants/Winner will have with respect to the collection, usage, publishing, storage, transfer and retention of the Information, Contest Question and Prize. The Organisers will ensure that the other entity is processing Participant's Information under contractual obligation only for the purpose of Contest including marketing and promotion.
7. All entries, including copyright and all other intellectual property rights therein, shall become the sole and exclusive property of the Organisers. By submitting their entries and disclosing Information, Participants and/or Winner agrees to assign all such rights to the Organisers and identified Contest partners.
8. The Participant of the Contest agrees that it shall hold harmless the Organisers, its affiliates, the Channel, their employees, officers or any other person in relation to any injury/ damage/ harm/ loss suffered by it in any manner, whatsoever, in connection with the Contest and/or Prize, and that the Participant, shall also not file in person and/or through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum against the Organisers or its affiliates or the Channel to claim any damages or relief's or otherwise.
9. The Organisers reserve the right to disqualify any Participant if it has grounds to believe that the Participant has breached any of the Rules and/or terms and conditions applicable to the Contest.
10. Prize does not include costs / expenses / taxes on the Prize that are personal in nature, and that such costs / expenses / taxes shall be borne solely by the Winner themselves. The Winner understands and acknowledges that under no circumstances will any costs, expenses, fees, amounts, taxes etc. be reimbursed to the Winner by the Organisers. Further, all decisions of the Organisers shall be final, and binding and the Winner agrees to abide by the same.
11. Winner agrees and acknowledges that Information might be shared with the third party entities in relation to the Prize. The collection and use of this Information shared with them will be governed by the third party's privacy policy and Organisers shall in no way be held responsible for any aspect of the third party's services.
12. The Participant is obliged to ensure that the Information provided is accurate, current, honest and complete.
13. With respect to the Prize, under no circumstances the Organisers shall be held responsible for:
 - i. Personal injury, property damage or any loss resulting from any acts of God, act of public enemy, arrest or restraint of any government, seizure under legal process, quarantine, restrictions, riots, or civil commotions, strikes, war, act of terrorism, weather and any other natural or unnatural causes, lockouts, or labour stoppages, war hazards or dangers incident to a state of war, participation in sports activities;
 - ii. Insufficient personal funds;
 - iii. Loss of personal property, possessions, or monies;
 - iv. Any deviation, delay, or curtailment of any kind, however caused, and if beyond the control of the Organisers.

14. The Winner accepts and assume all the risks of accepting the Prize. The Winner (and his/her heirs assigns, executors and/or administrators) fully and finally release the Organisers its agents and contractors from any and/or all responsibility or liability for any loss of or damage to any of my property, or any injury or death to the Winner arising in any manner whatsoever (including by way of negligence of any other person or entity) out of my acceptance of the Prize.
15. The Winner acknowledges and accepts the risk stated above and gives the release of their own free will and confirms that they have not relied upon any verbal, written or visual representations or statements made by the Organisers its employees, agents and contractors.
16. Additional expenses, if incurred under any of these circumstances, will be borne by the Winner / Participant. The Participant / Winner agrees to abide and fulfil all the terms and conditions that the Organisers may, expressly or by implication, set out from time to time.
17. The Organisers assume no responsibility for any damage, loss, injury or disappointment suffered by any Participant entering the Contest or as a result of the Prize.
18. The Participant agrees that the Organisers or the Channel shall not be responsible in any manner whatsoever in the event the Contest/Show is delayed, rescheduled, or cancelled for any reason whatsoever.
19. The Organisers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line-failure, theft or destruction or unauthorized access to, or alteration of entries to the Contest. The Organisers shall not be responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Organisers on account of any technical problems or traffic congestion on the Internet or at any Website, or any combination of them, including any injury or damage to any Participant's or any other person's computer related to or resulting from participation in the Contest.
20. The Organisers reserve the right to modify, cancel, extend and/or discontinue the Contest or any part thereof without assigning any reason or notice.
21. The Participant agrees to abide and fulfil any other terms and conditions that the Organisers may set out or communicate hereinafter.
22. Participant hereby agrees to indemnify the Organisers in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by Organisers as a result of the breach of any of my warranties, representations, obligations or undertakings contained herein.
23. Participants shall not post any profanity or abusive comments on the respective Channel's Website/or in any other manner. In the event of any such profanity or abusive comments posted on foregoing pages, such Participants shall be disqualified forthwith and the Organisers reserves its rights, in addition to removing such post, to take a legal action against such Participant.
24. No group participation is allowed in the Contest.
25. Participant Rights:

Under the applicable privacy laws of each state, province and zone in the territory of the United States of America, the Participant is subject to certain rights with respect to Organisers processing Information which are illustrated below:

- (i) Managing Information: When the Participant provides Information to the Organisers, Organisers will make good faith efforts to provide Participant, as and when requested by him/her, with access to their Information available with the Organisers and shall further ensure that any personal information or sensitive personal data or information found to be inaccurate or deficient shall be corrected or amended as feasible.
- (ii) Data Retention and Erasure: The Organisers may retain Participant's Information only if necessary, for the Contest and to comply with legal obligations. The Organisers may also retain:
- Some of the Participant's Information as necessary for Organisers legitimate business interests;
 - Participant's Information to the extent necessary to comply with Organisers legal obligations;
 - Copies of Participant's Information as backup to protect from accidental or malicious loss and destruction.

The Organisers undertake to delete the Participant's Information after 6 (six) months from the date on which the Contest concluded. Participant may also request the Organisers to delete/erase their personal Information available with the Organisers. The Organisers may be able to process Participant's request for deletion subject to below:

- i. In case the data that Participant has requested for erasure has been shared with third party vendors (Contest partners such as courier agency, presenting sponsor, tour operators, airlines, hotels etc.), Participant shall directly consult the above-mentioned parties for the same. The Organisers shall not be responsible for the deletion of this data.
- ii. In case the data that Participant have requested for erasure has been collected and used only by the Organisers, the Organisers shall be responsible for the erasure of the personal information requested, subject to the above data retention conditions where the Organisers may have to retain some personal information.

(iii) Withdrawing consent and restriction of processing

For withdrawing Participant's consent or temporary restriction on processing Participant's personal information after the Contest, Participant may choose to do so by sending the Organisers an e-mail at DPT@viacom18.com.

To send us a request for any of the above please send us an e-mail to our support team at DPT@viacom18.com and for escalation to dpo@viacom18.com. The Organisers may take thirty (30) days from the date of receipt of request to complete such requests. However, if the nature of the requests is excessive in nature or would require significant effort then may ask for an extension of sixty (60) days by giving a prior notice with the reason for the extension.

Organizers may not charge Participants for fulfilling any of the above requests. However, if the fulfilment of any such request leads to certain costs to the Organisers, then the same shall be notified to you prior to processing such request.

26. Limitation of Liability:

- a) The Participant categorically agrees that subject to limitation of liability, in the event any damage or imminent damage to the Participant (if any) is estimable, then damages shall be adequate relief in law. Accordingly, the Participant also agrees that it shall not be entitled to any (temporary or perpetual) injunctive relief (including preventive injunction) against the Organisers, even in the event of any breach (actual or threatened) by the either of the Organisers.

- b) To the extent permitted by law, the Organisers shall not be liable to the Participant in contract, tort or otherwise, whatever the cause thereof, for any loss of use, data, profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with the Contest. Further, the Organisers collective and cumulative liability shall not exceed any damage suffered by any Participant proven and quantified by the competent court or United States Dollars 500, whichever is lesser.

27. Governing Law and Dispute Resolution:

- a) Governing Law: These rules and regulations and Contest shall be governed by and construed in accordance with laws of India and subject to sub-section (b) below, the Participant submits irrevocably to the jurisdiction of the courts in Mumbai.
- b) Arbitration: If any dispute arises between the Participant and the Organisers hereto, in connection to any aspect of the Contest (“**Dispute**”), either party may give forty-five (45) days’ notice of invocation of the arbitration provisions contained herein (“**Arbitration Notice**”), to the other party in writing.

The arbitral proceedings shall be governed by (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time and the Parties hereby agree to resolve their Dispute(s) by an arbitral tribunal consisting of a single arbitrator. In the event the Parties are unable to mutually agree upon a single arbitrator within thirty (30) days from the Arbitration Notice, either party may approach the competent court who shall appoint such single arbitrator. The venue of the arbitration shall be Mumbai (India). The proceedings of arbitration shall be in English language.

The costs of arbitration proceedings shall be borne equally by the parties during the arbitral proceedings. However, the court or the arbitral tribunal (as the case maybe) shall have the discretion to determine as part of the award or the final order terminating the arbitral proceedings as to which party will pay the costs thereof.