

## **TERMS AND CONDITIONS**

### **CALL FOR PARTICIPATION**

Viacom18 Media Private Limited (hereinafter referred to as "Organizer(s)" / "Viacom18") is the owner and broadcaster of the program provisionally titled "Colors Ka Salaam, Aapke Hauslon Ke Naam" ("Program"). This Program shall be produced by a third-party production house ('Producer') for and on behalf of Viacom18.

**Activity:** Viacom18 will select certain Participants (as defined hereinafter) to have a video interaction with certain actors in the television industry (as decided by Viacom18) and to tell the story of the families of a frontline worker working during the COVID-19 pandemic situation in India ("Frontline Worker").

The Participation is open for all Participants who comply with the eligibility criteria listed below and the participation shall be governed by the terms and conditions as detailed hereinafter and further Rules (defined hereinafter) determined and intimated from time to time at sole discretion of Viacom18.

- **Call for Nominations**

Individuals are invited to nominate the Frontline Workers or the family members of the Frontline Workers ("Nominees") on the link [www.colorstv.com/salaam](http://www.colorstv.com/salaam) ("Weblink") and fill the nomination forms ("Nomination Forms").

The following individuals are invited to nominate:

- a. A Frontline Worker his family member on the Weblink.
  - b. Any acquaintances of a Frontline Worker ("Acquaintance") may nominate a Frontline Worker and/or a family member of a Frontline Worker.
- The above-mentioned individuals need to fill the form set out in the Weblink as per the below:

**(I)** If the individual filling the nomination is a Frontline Worker himself/herself, then he/she needs to fill the following:

- Name of the Frontline Worker :
- Profession:
- Mobile Number of the Frontline Worker:
- Nominee's Name:
- Nominee's Age:
- Relationship with the Nominee:
- Mobile Number of the Nominee:
- If in case the Nominee is a child below the age of 18 – please provide the mobile number of the parent/legal guardian –

It is expressly agreed by that he/she has duly informed the concerned person before nominating.

**(II)** If the individual filling the nomination is NOT a Frontline Worker and is an Acquaintance, then he/she needs to fill the following:

- Name of the Acquaintance:
- Mobile Number of the Acquaintance:

- Frontline Worker's Name:
- Frontline Worker's Professions:
- Nominee's Name:
- Nominee's Age:
- Relationship with the Nominee:
- Nominee's Mobile Number:

It is expressly agreed by that he/she has duly informed the concerned person before nominating.

**Background Verification:** Once Viacom18 receives the list of nominations, Viacom18 and/or the Producer shall contact the Nominees through the mobile number and/or email IDs provided above. The Nominees who fulfil the eligibility criteria as set out below, shall further be taken up as the Participants for the Activity to be conducted herein as per the terms below.

- **Eligibility of the Participants:**

Participation is open to all individual participants who ("Participants"):

- (a) Who is a Frontline Worker; or who are the immediate family members of a Frontline Worker; and
- (b) Are citizens of India and hold valid proof of citizenship;
- (c) Have and are able to provide a valid mobile number and/or email address to Viacom18 when required.
- (d) If selected to participate, they would be required to download, if not already available, a third-party internet-based application to interact with the Actors on video.
- (e) If in case any of the Participant(s) are below the age of 18, then the parent/legal guardian of such Participants are also required to be present at all times.

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 Viacom18 from time to time. The Participant(s) shall also be required to expressly agree to the T&Cs as set out herein. It is agreed by the Participants, in the event, any family member and/or other friend appears in the Meeting(s), then such a family member and/or friend has also agreed to the T&Cs as listed herein.

The Participation by minors will be deemed as participation with the prior unconditional consent and knowledge of the Participant's parents/guardian. It is made abundantly and evidently clear that such Participants are participating in the Activity with the consent and assistance of their parents/guardians. The Parents expressly give consent for the children participating in this Activity and being recorded for the purposes hereof. Accordingly, the Participants shall provide all the necessary documents/proof as required by Viacom18 upon its request in this regard. The validity of such proof shall be determined by Viacom18 at its own discretion. All the Terms and Conditions, Rules applicable on Participants shall deemed to also apply on the parents/guardians of such Participants.

- **Nomination/Participation Period:**

The Nomination Period shall commence on 6<sup>th</sup> June , 2020 at 00:01 Hrs and shall be concluded on 19<sup>th</sup> June 2020, at 23:59 Hrs or on such date as may be determined by Viacom18 at its sole discretion, collectively referred to as "Participation Period".

Entries received after the Participation End Date and/or end hours for participation requirements during the Participation Period, if any, as might be intimated by Viacom18 at its sole discretion, shall not be entertained. The Participation End Date or the Participation Period may be extended and/or modified at the sole discretion of Viacom18 and the Participants shall be responsible to keep themselves updated by checking the terms and conditions / any amended terms and conditions with respect to

any change /modification made in the terms thereof and any and all such modifications shall apply to all the Participants.

- **Selection:**

Among the list of the Nominations received and providing the information as per the above and fulfilling all the eligibility requirements and post the Background Verification done by Viacom18, Viacom18 shall select a maximum of 10 Participants on a random basis ("**Selected Participants**") to have the video interaction with the Actors. The no. of Selected Participants can be changed at the sole discretion of Viacom18.

The Participant may upload and/or submit his/her Participation information, multiple number of times before the Closing hours of the Participation Period, however, only one Participation information shall be considered for purpose of further screening for next round.

By submitting the information on the Website and /or otherwise, the 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 Participant may have with respect to the use of the information furnished by the Participant in any manner. Viacom18 and/or Producer may use the information for sending out commercial information and/or for other commercial, publicity or promotional purposes and the Participant shall not raise any objection against the same.

- **Video Interaction with Actors:**

The Selected Participants shall be invited to have one-on-one video interactions with the Actors (as solely decided by Viacom18), on the platform and at the time as required by Viacom18. The timings can be changed at the sole discretion of Viacom18 and the Selected Participants agree to adhere to the revised timings.

The Selected Participants would be required to download, if not already available, a third-party internet-based application ("**Meeting Platform**") to interact with the Actors on video ("**Meeting**"). And each such Meeting shall be either simultaneously or in deferred manner streamed on by Viacom18 on its official Facebook/Instagram Page, and/or any other manner of exploitation., with or without any edits, solely determined by Viacom18 at its sole discretion.

The Participants expressly provide their consent to Viacom18 to record their video interaction with Actors during the Activity through the Meeting Platform(s). For the sake of clarity, any other family member and/or person appearing along with the Participants in the Activity also provide for their consent to Viacom18 to record their video interaction in the Activity.

For purpose of these participations, each Selected Participant shall be required to mandatorily have the following and agree to strictly adhere to below:

- (a) Uninterrupted internet access;
- (b) Registered account with the Meeting Platform, if required by the Meeting Platform as per its terms and conditions or any other rules applicable to conduct such online meeting;
- (c) Agree to adhere to all terms and conditions of such third-party Meeting Platform, as might stipulated on such respective platforms and may be communicated by them from time to time.
- (d) Agree to adhere to the S&P guidelines as set out in Annexure A below.
- (e) Agree to participation on any medium being recorded in both audio-visual and/or only audio recording, determined by Viacom18 at its sole discretion and Grant of Rights to all such recording.
- (f) The Meeting shall be suitable for presentation in a public forum, in sole determination of Viacom18;
- (g) The Meeting(s) shall not contain information known by the Participants to be false, inaccurate or misleading, of any nature;

- (h) The Meeting(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 Viacom18;
- (i) The Meeting(s) shall not contain content that could be construed as defamatory, libellous, or slanderous;
- (j) The Meeting(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;
- (k) The Meeting(s) shall not contain any third-party music or any other third-party material in any manner whatsoever and without any prior approved written permissions/ licenses.
- (l) The Meeting(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);
- (m) The Meeting(s) shall not contain any discussions about any current political, religious, pandemic, etc situations local, country-wide and/or global, including but not limited to CAA, etc, including but not limited to such discussions/ information being untrue, false, inaccurate, misleading, malicious, against public interest, of any nature.
- (n) The Meeting(s) shall not include any desecration of the national flag, emblem or anthem or anything which is against public policy and /or interest.
- (o) The Meeting(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;
- (p) The Meeting(s) shall not promote or advertise any product(s), service(s) or brand(s);
- (q) The Meeting(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;
- (r) The Meeting(s) shall not contain material or content for which a Participant was compensated or granted any consideration by any other third party;
- (s) The Meeting(s) shall not contain content that depicts alcohol, tobacco or narcotics;
- (t) The Participants understand that once the Meeting(s) has been conducted as per this terms and conditions herein, all rights (including intellectual property rights) in and to the participating content shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Viacom18.

#### **Grant of Rights and License to Viacom18:**

By participating herein and participating in Meeting(s), the Participant acknowledges, agrees and confirms as follows:

The Participants agree that the Participation in this Activity implies acceptance, without protest, of all the rules set forth by Viacom18 for the Activity and the terms and conditions herein contained. Acceptance of the terms and conditions by the Participant irrespective of such participation leading to final selection or not, constitutes permission for Viacom18 and/or Producer including any party authorized by Viacom18 to click photographs, call and/or record videos of the Participant through any mode/medium and use the Participant's name, photographs, likeness, voice, audio-video, comments for advertising and promotional purposes in any mode, media, format, medium for worldwide territory for purposes of advertising and trade without any compensation whatsoever.

By participating in the Meetings and accepting and agreeing to the terms and conditions herein and as part of the submission and participation process, the Participant hereby exclusively, irrevocably and

unconditionally assigns all copyrights and other intellectual property rights relating to all recordings from each such Meeting(s), arising due to participation under this Activity, (including without limitation grant of all exploitation rights thereof across all modes, mediums, formats, platforms and technologies, whether in existence now; or in existence now, but not in commercial use on the date of execution hereof; or are developed in future), for the territory of the entire world in perpetuity, in favour of Viacom18, on and with effect from the date of submission of the first entry, for usage, exploitation and/or promotion in the manner determined by Viacom18 at its sole discretion. 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 all third person/ parties for any existing works used by Participant in the Participation during the Meeting(s).

The Participant hereby agrees that the provisions of Section 19(4) of the Copyright Act shall not apply to the above assignment by Participant.

By participating in the Meeting(s), each Participant unconditionally acknowledge and confirm that: (a) Viacom18 shall have complete rights (as described above including but not limited to download the Meeting(s) to edit, alter and/or modify the Meeting(s) or any parts thereof, to ensure that the Meeting(s) complies with the Technical Specifications, creative requirements, and is otherwise suitable for exhibition to the general public, and for ensuring compliance with any applicable censorship or other laws anywhere in the world and to store the Meeting(s) on its server or such other servers as may be authorized by Viacom18; and (b) in lieu of the license of the rights in the Meeting(s) as aforesaid, Participant shall not claim any payments or raise dispute on usage by Viacom18 of same. Any breach or violation of sub-clause (b) above by the Participant shall amount to breach of terms and conditions and entitle Viacom18 for all such rights and remedies as mentioned in this terms and conditions and as under applicable laws.

The Participant grants to Viacom18, its irrevocable consent in perpetuity to use his/ her name, photographs, social media details, links, other personal details therein 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 requiring Participant's and any third person/ parties further knowledge or consent. Further, acceptance of terms and conditions constitutes permission for Viacom18, its affiliates, promoters and all related entities to shoot videos, click photographs of such Participant and use the Participant' 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.

Any photographs, Meeting(s), audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings (audio and video), content, materials, audio / video clips, bytes, etc. provided/uploaded/submitted by the Participants and/or otherwise available with the Organizer ('Content') shall upon creation /submission/ receipt/ availability be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Viacom18 and shall become the property of Viacom18 and accordingly all intellectual property rights including copyrights as per the Copyright Act, 1957 and/or any other equivalent provision thereof under applicable laws, in the Content shall vest with Viacom18 and Viacom18 shall have unfettered exploitation rights in and to the Content, through any and all modes and medium of exploitation, throughout the world in perpetuity. The Participant expressly agrees to his /her subsequent participation, if any being recorded and telecast as a part of any program and/or for promotion of the program and/or on a stand-alone basis, as required by Viacom18 through any mode, mediums and formats, whether existing now, or developed in future ("Recording") and all the all rights (including intellectual property rights) in and to such Recording shall be deemed to have been assigned

exclusively, in perpetuity, and throughout the entire world, in favor of Viacom18. The Participant hereby grants to Viacom18/ its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the universe, the content and /or Recording, and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use the Participant's name, photographs, likeness, voice, audio visual / videos, photographs, videos, content, recording, etc. provided/submitted as aforesaid to Viacom18 and/or recorded by Viacom18 / Producer during the Activity and/or during the Program through all media including without limitation television, radio, print, mobile, internet and/or any other such media, technology in existence, whether now known or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as Viacom18, may deem fit. Viacom18 shall not be obliged to exploit the Content /Recording (if made), into the final version of the Program. The Participant agrees that on submission/creation of the Meeting(s), all intellectual property rights including copyrights in the Content/Recording/ Meeting(s) shall vest with Viacom18 and shall be available to Viacom18 for exploitation through any and all modes, mediums, platforms, throughout the world in perpetuity. The Participant hereby agrees that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content /Recording and have all the rights to exploit, edit, integrate other content with Content/Recording, distribute, exhibit, sell, transfer, license, sub-license, monetize and exploit the Content/Recording on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Content /Recording via terrestrial, satellite television, MMDS,SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (SVOD, TVOD, AVOD, NVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non-linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

Its submission of the Meeting(s) to/with Viacom18 is voluntary, is not solicited by Viacom18, and not in confidence.

There is no agreement between Viacom18 and the Participant or any third party, express or implied, relating to Viacom18's use or failure to use the submission (photographs), recordings, or any part thereof.

The Participant shall not assert against Viacom18, its affiliates, licensees, assigns, officers, agents or employees any claim of any nature arising out of any alleged use by Viacom18 of the Meeting(s) and photographs or any part thereof.

The Participant will not hold Viacom18 responsible for any loss, theft of the personal information, or any part thereof, including without limitation, the name, photographs, etc.

The Participant hereby agrees to indemnify and keep indemnified Viacom18, officer, employee, affiliates, promoters, etc from any and all claims in respect of any aspect of the Meeting(s) including the photographs of themselves and their friends submitted by the Participant, or any of the intellectual property rights thereof, or the assignment thereof, or privacy or publicity, property rights or of any

other claims, as well as claims from any third person(s) associated in any manner with the Meeting(s), or any claims arising from the breach/ violation of any of the foregoing terms and conditions.

The Organizer reserves the right to disqualify the Participant immediately from the participation if Participants have supplied untruthful, inaccurate or misleading details and/or information, of any nature and/or have failed to abide by the rules and/or are in breach of the terms hereof.

**Cancellation:** Viacom18 reserves the right to cancel the Participation, remove a Selected Participants even after announcement of such Selected Participants for further participation and announce another Participant in place of the originally announced Participants, irrespective of any stage of the Activity, if:

- (a) The documents or details of the Participant are not correct in the opinion of the Organizer; or
- (b) The documents so required are incomplete, misleading or untrue; or
- (c) The Participant do not sign the release letter/ NOC/ long form agreement/ forms required, if any, by Organizer; or
- (d) the Participant do not comply with the requirements and instructions of Organizer.
- (e) if the Participant do not approach the Organizer within requisite time frames/ hours of the announcement of selection;
- (f) If it comes to the notice of the Organizers that the details are not original and/or the Participant has breached the representations and warranties provided herein including infringement of copyright/ non-compliance of third-party platform.
- (g) The Selected Participant understand and acknowledge that in the event that he/she cannot comply with any of the requirements indicated by the Organizer for any reason, such Selected Participants shall not be considered as a eligible and such Selected Participants hereby waives all the rights to claim participation or make any other claims against the Organizer.

**Gratification:**

It is expressly agreed that the gratification in this Activity for the selected Participants is to meet and greet/interact with the Actors on video through any third-party platform ("**Gratification**").

It is hereby clarified that the Selected Participants shall not be entitled to any sum/reward of any kind whatsoever, monetary or otherwise, save and except for the Gratification, which shall be provided only upon fulfillment of the terms and conditions to the complete satisfaction of Viacom18. In the event that it comes to the knowledge of Viacom18 that any Selected Participants has violated any of the terms contained herein, Viacom18 shall immediately disqualify the Selected Participants without prejudice to any other rights that may be available to it at law.

**Other Terms:**

- (a) The Participants undertake not to divulge, publicize or disclose any details whatsoever, with respect to the Activity, to any other person or on any media platform, including on-air, on-print and/or online.
- (b) The Organizer shall have the right, at its sole discretion, to change/ modify/ replace or omit the Activity and the Selected Participant shall not have the right to claim any damages or monies from the Organizer. By participating in this Activity, the Selected Participant waive their right to make any such or other claims against the Organizer.
- (c) The Organizer takes no responsibility, liability or any other expenses for the Selected Participant and does not take any responsibility or liability in case the video interaction with the Actor(s) is cancelled or re-scheduled for any reason whatsoever.
- (d) Notwithstanding anything contained herein, Organizer shall not be responsible to bear or reimburse any costs and expenses incurred by the Participants in availing/ participating in the Activity and/or incurred otherwise. All such costs/ expenses incurred by the Selected

Participant in availing/ participating in the Activity and/or incurred otherwise shall be borne solely by the Selected Participant.

- (e) The participation shall be governed by the terms and conditions as detailed hereinafter. Upon submitting the information on the Website in accordance with the requirements and criteria as laid down herein, the Participant hereby agrees to have read and understood all the terms and conditions stated herein and agrees to abide by the same.
- (f) The Terms and Conditions of and in relation to this Activity as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This is a legal and binding agreement between the Participant and Viacom18, that states the terms that govern the Participant's participation in the Activity through the website and/or any other third party platform as communicated hereunder. By clicking on the 'Submit' icon, the Participant agrees to have read and understood the terms and conditions and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein and made applicable to users/ participants of each such platform. These terms and conditions contained herein shall subsist until the first telecast of the last episode of the Activity and /or any such extended duration as may be deemed fit by Viacom18 and hence, the rules shall continue to apply on the Participants.
- (g) 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.
- (h) 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 participate in the Activity and is willing to bear all risks, costs & consequences arising from such participation in the Activity and/or the Program.
- (i) The Participant represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to Viacom18 and /or Producer. That the Participant is not required to be present before any authority including police or any court of law for a term of twelve (12) months from the date of application and has no other disability which would prevent his/her participation in the Activity.
- (j) All participation, and if selected to participate in the Program shall at all times be subject to technical and creative discretion of the Organizer.
- (k) Employees of Viacom18 and /or Producer and/or their associates and affiliate companies/ sponsors of Viacom18, will not be qualified for the participation in the Activity and requested not to register for the same.
- (l) The registration does not guarantee the selection of the Participant for the next round or participation in the Activity and/or otherwise and such selection including the selection criteria /process shall be as per the sole discretion of Viacom18 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.
- (m) The number of Participants to be selected through any participation mechanism and the number of Participants who shall be finally selected for the Program shall be at the sole discretion of Viacom18 at all times and decision of Viacom18 shall be final and binding.
- (n) Viacom18 reserves its right to reduce / extend the hours, days, dates, Participation Period or any other aspects of mechanism for this Activity as per its sole discretion at any point of time. Viacom18 reserves the sole discretion to change/modify the terms of this Activity at any time without prior intimation.
- (o) 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 Viacom18.



- (p) 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 the Viacom18 and messages relating to the Program from Viacom18 and/or any third party so authorized by Viacom18.
- (q) In the event of any violation to the aforementioned or in case it comes to the knowledge of Viacom18 that the details submitted by the Participant in the application/ Meeting(s)/ or otherwise are not correct or in case the Participant does not meet the criteria mentioned in these Terms & Conditions, the Participant may immediately be disqualified from being considered to be a Participant for the Activity and/or the Program and shall solely remain liable for any action (criminal/civil) arising therefrom.

### **General Terms**

If for any reason the Activity is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical failure in transmission, on the Meeting(s) Platforms, and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Activity, Viacom18 reserves the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the entry / Activity process, and/or to cancel, modify or terminate the Activity and/or any part thereof. Further, Viacom18 reserves the right to take legal action against such Participant who has committed a breach under the Cyber laws (Information Technology Act, 2000 including all its amendments thereof) and/or any other laws as may be applicable from time to time and Viacom18 shall be entitled to such remedies in law as applicable.

Viacom18 shall not be held responsible in the case of a server shut down or loss and/or data and/or on-going Meeting(s).

Viacom18 shall not be responsible for any delay in receipt or non-receipt or incomplete receipt or corrupt receipt of details of the Participant. Viacom18 shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Meeting(s), or otherwise. Further, Viacom18 shall not be responsible and/or liable in any manner whatsoever in case the Participants are unable to register their entry and participate in the Activity due to failure on part of the internet service provider, facility provider, etc. Selected Participants shall be intimated as per the contact details given. Viacom18 does not accept any responsibility in case the Selected Participants do not respond to the calls (maximum one call attempts shall be made) or communication from Viacom18 and/or its representatives or Viacom18 is unable to contact the Selected Participants due to any any incorrect and/or incomplete communication detail provided by the Participant and/or delay in receipt of communication and/or non-receipt of such communication due to technical reasons (such as network errors) or Selected Participants is unable to respond for any reason whatsoever.

The Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with Viacom18 as the case may be and/or to participate in the Activity if selected.

Viacom18 reserves the right to change/ modify these terms and conditions and/ or criteria of the Activity, at any time at their sole discretion, without any prior notice and without assigning any reasons for the same. The Participants shall make themselves aware of any change in the terms and conditions/rules of the Activity and the Participants shall be bound by any such revised /amended terms and conditions/amended rules. Viacom18 shall not be responsible and/or liable towards any Participant and/or any third party in relation to the same.

The selected Participants whose Meeting(s) has been selected to be telecasted / exhibited in the Activity and /or otherwise shall not be intimated by Viacom18. The decision of Viacom18 on all matters relating to all aspects of the Activity, shall be final and binding and Viacom18 shall not entertain any questions,

correspondence, and enquiries on the manner of conduct /evaluation and/or selection criteria of the Activity from any person /party whatsoever.

The Participant/selected participant or his/her legal heirs will have no other rights or claims against Viacom18/Producer and their respective affiliates/sponsors, etc. Further, Viacom18 has the sole, unfettered and absolute discretion to select the Participants for participation in the Activity and that Viacom18's decision in this regard is final and absolute.

Viacom18 shall not be liable for any loss, damage, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Participant during his/her participation in the Activity during the Participation Period and /or any time thereafter.

Viacom18 will also not be liable for any loss of earnings, employment, opportunity and/or otherwise caused to the Participant and arising as a result of his/her participation in the Activity.

The Participant agrees and acknowledges that Viacom18 has exclusive creative prerogative in respect of the Activity, participation requirements and all aspects of the Program including all rights to edit/modify the Content and integrate other content /materials for the purpose of exploitation and/or for creating promos for marketing and promotional purposes.

The Participant does not and shall not have any right to receive or claim any remuneration/compensation, fees at any time whatsoever, towards the usage /exploitation of the Content/ Meeting(s) recording from the Meeting(s) by Viacom18 and/or any party authorized by Viacom18 and further the Participant hereby irrevocably grants and assigns to Viacom18, free and clear of any and all claims, all of the Participant's rights and interests in such Content / Recording exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised.

Under no circumstance, shall Viacom18 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. 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 Viacom18 and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Program.

The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate in the Activity. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom18 shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.

The grant of rights, representations, warranties, indemnities given by the Participant and the Participant's confidentiality obligations contained herein and any such provision that is intended to survive and/or by its very nature should survive, shall survive the expiration of the term as contained herein.

The terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and the Courts of Mumbai, India shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this terms and conditions.

I HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION I HAVE PROVIDED / SUBMITTED HEREIN IS TRUE AND CORRECT AND I FURTHER AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR MY APPLICATION/PARTICIPATION AND I HEREBY CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY VIACOM18, IT'S AFFILIATES, ITS LICENSORS,

PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME AND /OR ANY ACT AND/OR OMISSION ON MY / PART AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.

#### **Annexure A**

#### **S&P GUIDELINES**

1. Avoid false or fake or rumoured content related to COVID19 and do not share any false, fake or rumoured information.
2. Critical and/or sensitive information of the Frontline Workers are to be avoided. For eg. the place of work and/or stay should not be discussed.
3. In case any kid/children below the age of 18 are appearing in the Meeting(s), then the Participant and/or an adult/parent needs to be present with the kid while appearing in the Meeting(s), who can see or hear the interactions.
4. Ensure the Meeting(s) do not denigrate or defame Viacom18.
5. Ensure that the Meeting(s) do not contain threats or threatening language towards any person especially women.
6. Ensure that the Meeting(s) do not disrespect or desecration of national flag, national emblems, national anthem, any government office or office bearers, political parties or leaders or any discussions on any matters CAA, because or related to migrant crisis.
7. Ensure no abusive language, nudity or obscene gestures are permitted in the and no direct abuses towards the contestants are contained therein.
8. Ensure no brands or sponsors are defamed.
9. Ensure there is no mention of any religion, caste or community.
10. Avoid content related to sub-judice cases from public domain.