

## **BIGG BOSS- SEASON 14 - JAWAAB DO GHAR DEKHO ("ACTIVITY")**

### **TERMS AND CONDITIONS**

This Activity is organized by Viacom 18 Media Private Limited ("Viacom18") for the promotion of its program "Bigg Boss- Season 14" ("Program") being telecasted on its channel 'Colors' ("Channel").

The Activity is open for all individuals who are residents of India and are above or equal to 18 years of age as on the date of their participation ("Participant(s)").

The Activity's Principal Rules and Regulations and General Rules and Regulations (collectively referred to as "Rules and Regulations") shall be binding on each participant ("Participant(s)") in the Activity using the Mechanism. The aforesaid Rules and Regulations are set out hereunder as follows:

#### **PRINCIPAL RULES AND REGULATIONS:**

1. Viacom18 is desirous of giving an opportunity to the viewers of the Program to feature their voice/audio in the promotion of the Program. For the sake of the same, Participant(s) shall be required to submit 1 (one) audio message as direct message on the Instagram page of 'Colors India' answering on what they want to see in the Bigg Boss 14 House, which shall be less than or equal to 20 seconds per audio entry ("Audio") and such Audio shall be submitted by Participant(s) in the manner laid hereinbelow.
2. The Activity requires every Participant to log on to the "Instagram" application/website and send an audio message as a direct message to the Colors India - Instagram page ("Entries"). The Participant(s) shall have the right to submit multiple Entries for the Activity.

The above shall hereinafter collectively be referred to as "Mechanism".

3. The Activity period begins from 15 September 2020 at 19:00 PM and shall continue till 22 September 2020 midnight ("Activity Period"). Entries sent by the Participant(s) after the Activity Period, shall not be considered and shall be deemed null and void.
4. Participant(s) interested in participating in the Activity, shall be subject to the following:
  - 4.1. The Participant(s) shall enter details on to the Instagram app or Website and as per the details mentioned therein and shall login by using his/her valid user ID. If a Participant(s) does not have an existing user ID and password, he/she shall create a new valid email ID by entering the mandatory fields required. The Participants agrees that the terms and conditions of Instagram shall be applicable to the Participants.
  - 4.2. Once the Participant(s) successfully logs on to the Instagram app or Website, he/she can send his/her Entries on the Colors Instagram page as a direct message.
  - 4.3. The Participant(s) hereby understands that any and all cost applicable (if any) for log-in on the Instagram app or Website and/or rate levied by the respective network provider for using internet connection shall be the sole responsibility of Participant(s).
5. The Participant(s) understands that the Entries 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 Viacom18 or in contravention of any law (which term shall carry the same meaning as assigned to it in Article 13(3) of the Constitution of India) in force in India. The Entries should 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. The Entries should not contain content which depicts alcohol or tobacco or violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising). The Entries should 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.

6. The Entry through the Mechanism shall be deemed to have been casted only when such Entry reaches Viacom18's internet/network provider's server. Any unclear/incorrect/incomplete Entry, including wrong characters or absence of valid user and e-mail id, incomplete keyword of team (if required), shall be considered invalid Entry and deemed null and void.
7. Viacom18 shall not be responsible in case of any kind of network problem, technical failure whatsoever and/or the data charges/costs charged by the network operator(s) and/or any other problems which may occur due to the failure of the Mechanism or misuse of the Mechanism or any kind of problems in connection thereto. Any dispute in connection to the same should be settled directly between the Participant(s) and the operator(s) without involving Viacom18, in any manner.
8. Viacom18 shall not be responsible for any unauthorized access to user data and/or for any compromise on private / confidential user related, or any other data, including but not limiting to user ids, email address, names, or any other user related details.
9. In case of any network failure, technical problem and/or for any reasons whatsoever, Viacom18 reserves the right to change the Mechanism and/or cease from accepting the Entries of the persons, or take such necessary steps as it may deem fit.
10. By participation in the Activity, the Participant(s) agrees that he/ she has no objection in receiving communication from Viacom18 and/or its authorized representative on his/her registered email id and/or contact number through which the Participant(s) participated in the Activity.
11. The Participants shall sign/execute declaration cum consent forms in relation to the Activity and/or such other document as required by Viacom18 and/or its authorized representative. Viacom18 shall, at its sole discretion, exploit the Entry on any of its platforms including but not limited to collating/mixing various videos/audios/other content along with various audios of Participants, as per Viacom18's sole discretion. Such montage/mashup shall be the sole property of Viacom18 and Viacom18 shall be the sole and exclusive owner thereof in accordance with Section 14 (1) (d) of the Copyright Act, 1957 or any other equivalent provision thereof, in perpetuity, throughout the world. Viacom18 shall have rights in all derivative and underlying rights in the montage/mashup/videos. Viacom18 or its assignees shall have the absolute power and authority to use and exploit and license and syndicate, etc., the montage/mashup in any and all manners, modes, media, format, as it may deem fit, without any consideration/benefit/credit to any Participant(s) whose audio form part of the montage/mashup. Viacom18 shall have the right to create and/or exploit the montage/mashup but not an obligation.
12. Viacom18 shall have the sole and exclusive right to select/shortlist such number of Participant's Entries on a random basis, subject to the Participant(s) of such respective Entries being in complete adherence of all Rules and Regulations herein ("**Shortlisted Entries**"). Subject to Viacom18's sole discretion, the Shortlisted Entries and/or their audio message may feature in the promotions of the Program and in the mode and manner as decided by Viacom18.

13. For the sake of clarity, Viacom18 has the right but not an obligation to shortlist and select the Shortlisted Entries for the purposes of this Activity. Viacom18 shall have the right not to select any Participant(s) for the purpose of this Activity and no Participant shall question the decision of Viacom18.
14. The selection of the Entries mode of acceptance either in full or in part and or selection of the Shortlisted Entries shall be the sole discretion of Viacom18. The decision of Viacom18 shall be final and binding and in no event shall the Participant(s) dispute the decision made by Viacom18 and/or the Channel.
15. It is hereby expressly stated all intellectual property in the Entries shall belong solely and exclusively to Viacom18 in perpetuity and Viacom18 may exploit the same in any manner at its sole discretion. The Participant(s) hereby also agrees and confirms that any and all revenue or benefit arising from such exercise and/or exploitation of the Entries shall solely vest with Viacom18 and the Participant(s) shall have no right in such revenue or benefit nor shall claim any title nor create any dispute of whatsoever nature. It is agreed that Section 19(4) of the Copyright Act, 1957 shall not apply to any assignment of rights contained herein.
16. The Participant(s) represents and warrants that he/she shall (either through him/herself or through its representatives or legal heirs) in no circumstances claim the right to have the credit/right/title/interest/benefit, for the Entry, in any form whatsoever. For the sake of clarity, by participating in the Activity, it shall be deemed to be construed that the Participant(s) have waived his/her right to any title/interest/benefit (if arising), whether monetary or non-monetary, including but not limited to in the form of credits, display of name, etc.

#### **GENERAL RULES**

- (a) Viacom18 reserves all rights to make amendments to the existing Rules and Regulations of the Activity, and/or withdraw the Activity and/or, and/or the Mechanism and/or any other details of the Activity etc., at any time, without any prior notice. It shall be the sole responsibility of the viewers/Participants to check the rules and regulations of the Activity for the Program on the website of Viacom18.
- (b) The Participant(s) hereby agree(s) and confirm(s) that mere announcement/declaration of being selected as a Participant(s) will not entitle the Participant(s) to any selection in any promotion.
- (c) The Participant(s) of the Activity agrees that by the act of participating in the Activity, he/she agrees to fully indemnify and hold harmless Viacom18, its employees, officers or any other person in relation to any injury/damage/harm/loss suffered by him/her, in any manner, whatsoever in connection with the Activity and shall also not file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum anywhere in the world against any of the sponsor(s) of the Program and/or Viacom18 to claim any damages or reliefs or otherwise.
- (d) Viacom18 is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the viewer/ Participant(s) in any manner whatsoever, in connection to the Activity.
- (e) Viacom18 reserves the right to disregard the Entries in the event Viacom18 observes any irregularity in the pattern of the Entries sent by the Participant(s) and/or if Viacom18 in its knowledge has reason to believe that the Participant(s) has acted in a fraudulent manner and/or engaged in any deceitful Activity in sending the said Entries.
- (f) It is hereby clarified that the Shortlisted Entries shall not be entitled to any sum/reward of any kind whatsoever, monetary or otherwise, save and except for the chance to feature in the promotions, which shall be given to the Shortlisted Entries only upon fulfillment of the Rules and Regulations to the complete satisfaction of Viacom18. In the event that it comes to the knowledge of Viacom18 that the Participant(s) of Shortlisted Entries has violated the Rules and Regulations contained herein, Viacom18 shall immediately disqualify such Participant(s) and the Shortlisted Entries without prejudice to any other rights that may be available to it at law.

- (g) Employees of and/or consultants of and/or persons hired on contract by Viacom18, Viacom18 and the main sponsors of the Program, if any, and the members of their immediate family are ineligible for participating for the Program through this Activity.
- (h) The Participant(s) hereby agree and confirm that he/she/they shall, at all times, keep any information/details etc. disclosed by Viacom18 while selecting such Participant(s), strictly confidential including but not limited to the selection procedure, details of the Entries details regarding the Program etc.
- (i) In the event of any violation of any terms and conditions or obligation or undertakings by the Participant(s) as mentioned herein and/or as required by Viacom18, Viacom18 shall immediately disqualify such Participant(s).
- (j) To enable registration of a Participant(s) personally identifiable information which shall include without limitation name, complete address, date of birth, citizenship details, email id, etc. of the Participants/Shortlisted Entries ("**Personal Information**") will be collected by the Viacom18 to enable the Viacom18 to administer and promote this Activity and the Shortlisted Entries. If Participants do not truthfully provide all requested Personal Information, the Viacom18 may determine that such Participants are not eligible to feature in the promotions as per this Activity.
- (k) The Personal Information of the Shortlisted Entries shall be provided by Viacom18 to others assisting Viacom18 in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, prize suppliers, distributors, deliverers and service providers (as applicable).
- (l) Viacom18 shall in no manner reimburse/incur any cost, expense, losses including but not limited to loss of employment opportunity, loss caused due to absence, etc. arising out of the participation in the Activity, and the Participant(s) shall solely bear/incur the same.
- (m) All decisions made by Viacom18 and/or the Channel shall be final and binding on all the viewers/ Participant(s) and in no event shall the viewer/ Participant(s) shall dispute the decision made by Viacom18, Channel and/or its employees in connection to the same.
- (n) The selection of the Entries and/or the decision(s) made by Viacom18 regarding the Entries and the Program shall be final and binding on all the viewers/ Participant(s) and in no event shall the Participant(s) dispute the decision made by Viacom18 and/or its employees in connection to the Entries or the Program or otherwise.
- (o) By participating in the Activity, it is deemed that the Participant(s) have read, understood, accepted and agree to abide with all the Rules and Regulations of the Activity.
- (p) The Participant(s) shall also read, understand, accept and agree to abide with the rules and regulations of the Instagram app and/ or Website.
- (q) Viacom18 is not responsible for any errors or omissions in the Terms & Conditions contained herein. The Participants acknowledge that all information provided in the Activity is provided "as is" without warranty of any kind.
- (r) Viacom18 may at anytime, at its discretion, change these terms and conditions, the Rules as mentioned herein, without prior notice. Participants acknowledge that such change shall be binding upon them.
- (s) Viacom18 reserves the right to terminate, alter, change, modify, curtail or extend this Activity, and its Terms & Conditions, at any time at its absolute discretion, without assigning any reason whatsoever and without any prior notice by merely posting such revised and updated Terms & Conditions on the Page. Participants acknowledge that they have no objection to such right of Viacom18.
- (t) The Terms and Conditions and participation 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 as stated herein and through the social media platforms and/or any other 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 respective terms and conditions of the social media accounts and/or any other accounts/ modes through which they have chosen to participate. These terms and conditions contained herein shall

subsist until the telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by Viacom18 and hence, the rules shall continue to apply on the Participants

- (u) The terms of this Rules and Regulations shall be construed in accordance with the laws of India and incase 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.