

ISHQ MEIN MARJWAAN CONTEST ("Contest")

Terms and Conditions

The below terms and conditions are applicable for the Contest which is being conducted by Viacom18 Media Pvt. Ltd. ("Viacom18") for its channel Colors. The detailed terms are as follows:

1. Mechanism of Participation

- a) This Contest will be available on Colors social media handles on the platforms i.e. Facebook and Instagram.
 - b) The Contest is open for all individuals above the age of 18 and who are residents of India and holding a valid ID proof as required by Viacom18 ("**Participant(s)**"). Viacom18 shall have the unrestricted right and authority to disqualify any Participant, at any point of time, if it comes to Viacom18's knowledge that such Participants is in breach of any conditions or undertakings stated herein.
 - c) This Contest shall commence from 11 September 2020 and will end on 11 September 2019 (till midnight) ("**Contest Period**").
 - d) To participate in the Contest, Participants will have to answer questions asked by Viacom18 about the program "Ishq Mein Marjawaan" in the comment sections on such posts on the social media pages. ("**Entries**"). The Participants shall also need to adhere to certain additional rules as set out by Viacom18 on their social media pages.
 - e) The Participants who have submitted the Entries and have answered all the questions correctly and as per the terms herein within the Contest Period, will be eligible in the Contest. Out of all the Participants who have given all the right answers, Viacom18 shall choose 4 (Four) participants (i.e. 2 from Facebook and 2 from Instagram), on the random basis as the winners of the Contest ("**Winner(s)**").
 - f) The Winner(s) will be notified by Viacom18 or its authorized representatives in a manner as deemed fit by Viacom18. The name of the Winner(s) shall be shared across all social media platforms of Colors.
 - g) Each of the Winner(s) of the Contest shall win one Amazon India gift e-voucher worth Rs.5000/- (Rupees Five Thousand only) ("**Prize**"). It is expressly understood that the terms of the Amazon India e-voucher shall prevail over the terms herein and any dispute with regard to the Prize shall be directly dealt with Amazon India, without any claim and/or liability on Viacom18.
 - h) The Prize will be distributed within 90 days from the date of the declaration of the Winner.
2. By participating in the Contest, the Participant hereby represents and warrants that the Entries submitted by the Participant(s) are original, not in breach of any third party rights' and are not defamatory/offensive/hurtful to any person/sect/caste etc. 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 Viacom18. In the event of any violation to the aforementioned, Participant(s) shall stand disqualified from the Contest with immediate effect and Viacom18 shall have the right to reject the Entries.
 3. By participating in the Contest, the Participant hereby represents and warrants that he/she shall solely be liable for any and all action (criminal/civil) arising herefrom and shall also be liable to indemnify Viacom 18, for any loss, claim, dispute, disruption caused on ground of a default committed by the Participant.
 4. Viacom18 shall have the unrestricted right and authority to disqualify any Participant, at any point of time (including after the Participant has been selected as a Winner), if it comes to their knowledge that such Participant is in breach of any conditions or undertakings stated herein, including but not limited to, if Participants have supplied 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.
 5. The Participants shall be responsible to bear the cost charged by their respective network operator or the internet service provider for the usage of the services in connection with participation in this Contest. Viacom 18 shall, in no circumstances, be responsible to reimburse any such cost incurred by the Participant on account of such participation in the Contest. Any dispute between the operator or service provider shall be settled directly between the Participant and the service provider/operator.
 6. Viacom 18 shall further not be responsible in case of any kind of network problem, technical failure whatsoever and/or any other problems which may occur in connection with the Contest.
 7. The Participants hereby agree and undertake that mere announcement/declaration of being announced as Winner(s) shall not entitle them to the Prize. Only upon complying with all terms mentioned herein, to the satisfaction of Viacom18, shall the winning be validated.
 8. In case of any such dispute, the decision of Viacom18 shall be final and binding.
 9. Viacom 18 shall, in no event, be responsible or liable for any loss, damage, claim, dispute, disruption, etc. caused to the Participant in any manner whatsoever in connection with the Contest.

10. By participating in the Contest, the Participant hereby represents and warrants that he/she shall solely be liable for any and all action (criminal/civil) arising herefrom and shall also be liable to indemnify, defend and/or hold harmless Viacom for any loss, claim, dispute, disruption caused on ground of a default committed by the Participant.
11. If, in any State and/or territory or part thereof, the running of this Contest is prohibited, the Participants from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by Viacom 18, in this regard.
12. Participant acknowledges and understands that Viacom18 reserves the right to change or suspend the Mechanism for Participation and/or cease/discontinue/cancel/change/alter/modify these Terms and Conditions and/ or criteria of the Contest and/or the Prize and/or Contest Period, at any time.
13. The Winner will be required to provide valid identity proof and other documents ("**Contact Information**") to receive the Prize. If the Winner fails to provide the Contact Information within 24 hours of intimation, such Winner will be deemed to have refused the Prize and waived any and all rights to claim the receipt of the Prize.
14. In the event of unforeseen circumstances beyond the control of Viacom 18, the Contest cannot be conducted or the Prize is not made available to the Winner, or the Contest or Prize is cancelled, the Winner shall not have the right to claim any right or benefit or damages or monies from Viacom 18 and by participating in this Contest the Winner waives his/her right to make any such claims against Viacom 18.
15. In case the Participants/Winner fails to comply with the applicable law/s or pay the requisite taxes/costs/expenses, if any, the Winner shall indemnify Viacom 18 of any losses, expenses, costs etc. for the same.
16. The Winner hereby acknowledges that Viacom 18 shall not be liable for any loss, claim, dispute, concern, etc., caused to the Winner, at any time before or after the Contest/Contest Period. Viacom 18 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.
17. Employees, relatives or representatives of Viacom 18 and/or their associate and affiliate companies/ concerns as well as employees, relatives or representatives of other entities involved in the organization of the Contest will not be qualified for any participating in the Contest.
18. The Contact Information of the Winner may be provided to others assisting Viacom 18 in this regard, including agent(s), prize suppliers, Viacom' affiliates and to authorities that regulate this Contest. If Participants do not truthfully provide all requested Contact Information, Viacom18 may determine that such Participants are not eligible for the Prize. The Participants agree and permit Viacom 18 to use their name, image, likeness and publish their details in any medium to promote/advertise the Contests and any other promotions, contents etc. which may be run by Viacom 18. Additionally, Participants hereby expressly permits Viacom18 to use their Entries across properties like print, Facebook feed, media galleries on Facebook for marketing activities as Viacom 18 may deem fit in its sole discretion and Participant also undertakes to do any and/or all acts, deeds, matter or things and further execute any and all documents in such manner as may be required by Viacom18 in its sole and absolute discretion.
19. Further, Participant acknowledges and understands that the Prize may substituted with any other gratification and the Participant agrees to accept such gratification without any objection or demur. Further, Viacom 18 shall not be responsible for any Prize related application process and/or expense, including but not limited to the registrations, insurance, tax, etc.
20. Winners hereby understand and agree that the Prizes are not transferrable and cannot be exchanged, replaced and redeemed for cash when initially transferred to the Winners.
21. Viacom 18 shall not be liable for third parties' imitation of Viacom18 or the employee of Viacom18, fraudulency or asking for personal information of the Participants. It shall be the responsibility of the Participants to pay attention to the said behavior and accordingly take the necessary actions.
22. Viacom 18 shall not be liable for performance of these Terms and Conditions in the event of force majeure (such as natural disasters, acts of the government including any regulation or order of the Government of India or any State Government or any statutory or judicial authority, serious network attack, system error for suspension).
23. The Participants hereby agree and undertake that he/she shall not accept or undertake to accept / give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom 18 shall be entitled to take any/all action(s) against such Participants, as deemed fit by them.
24. Viacom 18 shall not be liable for any loss of earnings, employment or otherwise caused to the Participants (if any) even if such loss arises as a result of his/her being declared as the Winner of this Contest.
25. The Participants agree and confirm that by participating in the Contest, Participants are expressly consenting to receive acknowledgment/ messages about the Contest from Viacom18 and/or their authorized representatives (if any).
26. The Participants hereby agree and confirm that all decisions of Viacom 18 in connection with the Contest, are final and binding and are non-contestable. The Participants shall neither question such process nor dispute the same in any manner.
27. In the event of any violation of any Terms and Conditions or obligation or undertakings by the Participants/Winner as required by Viacom18, Viacom18 shall immediately disqualify the Participants/Winner.

28. The Participants/Winner hereby agrees and confirms that it shall fully indemnify and hold harmless Viacom 18 and its affiliates/group companies/ respective directors/ employees etc., against any loss, claims, dispute, disruption etc., caused due to any act or omissions or misrepresentations, or concealment of material facts or breach hereof by the Participants.
29. Viacom 18 shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest including but not limited to the grant of the Prize, mode and manner of the enjoyment of the Prize.
30. The Participants and Winner shall comply with all the terms and conditions associated with the Contest, including but not limited to the Terms and Conditions mentioned herein and associated with Prize.
31. By participating this this Contest, the Participants hereby acknowledge and agree that they have read, understood, accepted and agreed to abide with all the Terms and Conditions of the Contest.
32. 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.
33. These terms and conditions shall be construed in accordance with the laws of India and incase of any dispute or any other matter arising in reference to the Contest shall be subject to the exclusive jurisdiction of the Courts in Mumbai.