

RULES AND REGULATIONS
GOVERNING PARTICIPATION IN BIGBOSS 14 CONTEST (“RULES”)

A. BRIEF DESCRIPTION OF CONTEST:

BIGBOSS 14 CONTEST is a question-answer based contest (“**Contest**”) about the Bigg Boss-14 reality television programme (“**Show**”) aired on Aapka Colors Channel (“**Channel**”) organized during the Term (set out below).

The Contest will be conducted in English language as set out on Channel’s website bearing URL: www.aapkacolors.com/BB14contest (“**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 answer to question on the Website (“**Applicant**” or “**Participant/s**”) agrees to comply with these Rules.

B. CONTEST AND PARTICIPATION DETAILS:

1. **Contest Details:**

Contest shall be organised from 12:00 A.M. (EST) on November 14, 2020 and shall continue till 11:59 PM EST on December 6, 2020 (“**Term**”). Only one (1) Participant will be selected as the Winner of this Contest. The winning Participant will get a unique opportunity to have a conversation with a Big Boss Contestant over video call for 15 (fifteen) minutes subject to Rules set out herein. (“**Winner(s)**”)

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

2. **Participation Mechanism:**

The Participant will be required to visit (a) **Aapka Colors website bearing URL: www.aapkacolors.com/bb14contest** (“**Website**”) (b) Participant needs to fill in their details such as: (a) name (b) current valid email address (c) Date of Birth (d) Phone Number (e) Country of Residence (f) City any other contact details as may be required for participation in the Contest, answer the question, accept the privacy policy, give consent to receive marketing messages and accept the Terms & Conditions provided on the Website.

The Participant(s) shall not have the right to submit multiple entry(ies) for the Contest.

C. GENERAL RULES FOR PARTICIPATION IN THE CONTEST:

1. The Contest is open only to legal residents of the United States Of America having 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. The entry through the Participation Mechanism shall be deemed to have been casted only when such entry reaches Organiser's internet/network provider's server. Any unclear/incorrect/incomplete entry, including wrong characters or absence of valid user id, shall be considered invalid entry, and deemed null and void.
4. 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 terms and conditions, the Organisers reserve the right, at its sole discretion, to remove the post and/or initiate any legal action and/or seek reimbursement of the Prize from the Winner.
5. Participant agrees, acknowledges and permits the Organisers to collect their personal information viz. first name, last name, email address etc., which is made available by the Participant on the Website along with such other information as may be required for the purpose of the Contest ("**Information**") which will be processed by the Organisers and affiliates, for the purpose of this Contest/Show and for limited marketing and promotion of their services.
6. Prize / Gratification:
 - 6.1. The Participant understands that answering the question correctly does not guarantee the Participant to receive any gratification. The Organisers expect several Participants to submit the correct answers of all the question on the Website. Hence, out of all the entries that the Organisers receive, only 1 (one) lucky Winner who have answered the question correctly shall be selected by the Organisers via random selection. The Winner would be announced within period of a 1 (one) month of the contest ending and the Winner will be notified on the email id they have submitted. The Winner will be selected as per the Participation Mechanism as laid above, The organizers shall gratify the Winner with an unique opportunity to have a conversation with a their favourite contestants (subject to the availability of the contestant) or any other contestant on the Show, over video call for 15 (fifteen) minutes. The gratification would be valid till 30th April 2021. The Winner would also get a screenshot of the video call. The Participant/Winner permits the Organisers/ to contact them personally on the email address provided by the Participant/Winner. Winner would have to claim the prize when contacted by the Organisers within 48 hours from the date of announcement of the Winner if the Winner fails to do so then a new winner shall be selected. ("**Prize/Gratification**").
 - 6.2. 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.
 - 6.3. 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, 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.
 - 6.4. Any prize/ gratification(s) that will be made available by the Organisers will be purely on a reasonable effort basis.
 - 6.5. The Organisers or its affiliates or the Aapka Colors 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.

- 6.6. To enable participation of a Participant(s) and/or to make the Gratification available to the Winner, Information will be collected by the Organisers to enable the Organisers to administer and promote this Contest and to contact the Winner. If Participants do not truthfully provide all requested Information, the Organisers may determine that such Participants are not eligible to win the Prize in this Contest.
- 6.7. 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 the Gratification.
- 6.8. Participants agree that no clarifications on the questions and the answers of / for in the Contest shall be entertained by the Organisers.
- 6.9. By submitting the Information by the Winner, the Winner/ Participants 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 limited marketing and promotion.
- 6.10. 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.
- 6.11. The Participant of the Contest agrees that it shall hold harmless and indemnify 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 as a result of the breach of any of its warranties, representations, obligations or undertakings contained herein.
- 6.12. 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/Show.
- 6.13. Prize does not include costs / expenses/ refunds/ 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, refunds 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.

For the sake of illustration:

- i. The applicable internet charges for the video call shall be borne solely by the Winner;

- 6.14. Participants/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.
- 6.15. The Participant is obliged to ensure that the Information provided is accurate, current, honest and complete.
- 6.16. 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.
- 6.17. 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.
7. 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.
8. The Organisers 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 Participation Mechanism or misuse of the Participation 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 Organisers , in any manner.
9. The Organisers 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.
10. By participation in the Contest, the Participant(s) agrees that it has no objection and consent to receive communication from the Organisers and/or its authorized representative on his/her registered email-id via direct messages, from which the Participant(s) participated in the Contest.
11. 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.
12. The Participant agrees that the Organisers or the Channel shall not be responsible in any manner whatsoever in the event the Contest is delayed, rescheduled, or cancelled for any reason whatsoever.
13. 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.

14. The Organisers reserve the right to modify, cancel, extend, and/or discontinue the Contest or any part thereof without assigning any reason or prior notice by merely posting such revised and updated Terms & Conditions on the Website. Participants acknowledge that they have no objection to such right of the Organisers and shall abide by the same.
15. The Participants understand that the entries should not in any manner be obscene, abusive, vulgar, defaming, denigrating women, artist, celebrity or children, hurting religious sentiments, depicting violence or against the public policy of United States of America or/and the internal policies of Organisers or in contravention of any law in force in United States of America. 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.
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 and/or inclusion of his/her/their name in the Footages, in any form whatsoever. For the sake of clarity, by participating in the Contest, 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., in the Footages.
17. The Participant / Winner agrees to abide and fulfil all the Rules and terms and conditions that the Organisers may, expressly or by implication, set out from time to time.
18. No group participation is allowed in the Contest.
19. The Participant/Winner shall be bound by all the terms and conditions, the privacy policy [<https://www.aapkacolors.com/privacy-policy-in/>] as stated herein and as uploaded on the Company's Website including without limitation any and all representations, warranties, undertakings, terms as laid down herein and/or communicated by the Organizers in relation to the Contest, subsequent rounds of Contest and the Program. Our privacy policy may change from time to time and you will be made aware of this by the last updated date that is displayed at the bottom of this document. It is your responsibility to ensure You stay informed and up to date with our policy, so we recommend you visit this page on a regular basis
20. 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 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 100, whichever is lesser.

21. 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 Singapore and India and subject to sub-section (b) below, the Participant submits irrevocably to the jurisdiction of the courts in Mumbai only.
- 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.
