

EARNING POINTS ON WEBSITE CONTEST RULES AND REGULATIONS

Viacom18 is conducting a website only contest in English namely “**Earning Points on Website**” (“**Contest**”) in which a participant shall be required to take part in various interactive activities hosted on the Colors Website (“<https://www.colorstv.com/>”) as owned and operated by Viacom18 (“**Website**”).

The EARNING POINTS ON WEBSITE CONTEST RULES AND REGULATIONS as contained herein shall be binding on each and every individual, who participates in the Contest. The Contest shall be based on Participant’s (defined below) interaction/reaction to various activities/contest/polls hosted on the Website in relation to the programs (“**Program(s)**”) being primarily aired on “Colors”, (hereinafter collectively referred to as “**Channel**”), being the channel owned and operated by Viacom18 Media Private Limited (“**Viacom18**”). The Principal Rules and Regulations and General Rules (hereinafter collectively referred to as “**Rules and Regulations**”) are stated hereunder.

The Rules and Regulations in relation to the Contest 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 (as defined hereinafter) and Viacom18, that states the terms that govern the Participant’s participation in the Contest through the Website (as stated hereinabove) and/or any other platform as communicated hereunder. By participating in the Contest, the Participant hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein.

This Contest is open for all individuals who meet the following requirements for participation (“**Participants**”):

- a. All citizens of India residing in India;
- b. who are above 18 (Eighteen) years of age;
- c. Are users of the Website and have a valid account.
- d. Each Participant shall have in his/her possession any or all of the valid and subsisting legal documents as mentioned below to prove his/her age and shall also provide necessary documents (as listed below) as proof of Name/address/nationality/citizenship, if and as may be required by Viacom18 from time to time:
 - i. Driving license;
 - ii. Permanent Account Number (‘PAN’);
 - iii. Aadhar Card;
 - iv. Voters identity card;
 - v. School leaving certificate;
 - vi. Birth certificate;
 - vii. Ration card;
 - viii. Passport;
 - ix. mobile bill;
 - x. any other document as may be required by Viacom18 from time to time.
- e. 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 as may be required by Viacom18 from time to time to the satisfaction of Viacom18.

PRINCIPAL RULES AND REGULATIONS:

1. The Contest shall commence from 12:00 A.M. (IST) on 17th January 2022 and shall continue till 30th April 2022 or any other period as solely decided by Viacom18 ("**Contest Period**"). The Winner(s) (defined hereinbelow) shall be declared on the last day of each month or on such other date as decided by Viacom18 .
2. By participating in the Contest, the Participants agree to be bound by any rules; regulations, guidelines or policies ("**Rules**") associated with the Contest, including without limitation these terms and conditions, and agree to be bound by any decisions made by Viacom18, including any interpretations of such Rules by Viacom18.
3. The Participants shall participate in the Contest only during the Contest Period. Participation in the Contest after the Contest Period shall not be considered as valid and shall be deemed null and void.

4. **Mode of Participation:**

A Participant may participate in the Contest by following below steps, during the Contest Period (defined below):

- 4.1. A Participant needs to log into the Website through their account and follow the instructions.
- 4.2. Participants will be awarded points based on their performance in various Activities (defined below) hosted on the Website as part of the Contest as more particularly laid down in rule 6.
- 4.3. Leaderboard containing list of top 10 Participants with highest points shall be created at the end of the respective month. In the event, 20 Participants share the same score, then 10 Winner(s)(defined below) will be chosen from among them, using a randomiser.

5. **Activities:**

A Participant shall be required to participate in various contest/polls/games in the Contest ("**Activities**") to earn maximum points. Details of the Activities forming a part of the Contest shall as per the specifications furnished below, which include but not limited to the following:

- i. Login
- ii. Video like
- iii. Video share
- iv. Article like
- v. Article share
- vi. Submission of emojis on Emotion ka perfect dose (Sharing an emotion for contestants)
- vii. Sharing of Emotion ka perfect dose board on social media
- viii. Quiz played
- ix. Sharing of quiz score on social media
- x. Answering weekly poll question.

6. **Mechanism for Awarding Points:**

Participant shall be awarded points based his/her performance in various Activities of the Contest as per the following criteria:

Criteria: Each Participant in the Contest will be awarded points in the manner provided hereinbelow on completing a specific task and/or accomplishing a certain milestone in the Contest in the manner specified below:

Activities	Points
Each Login	15 points
Video like	5 points
Video share	10 points
Article like	5 points
Article share	10 points
Submission of emojis on Emotion ka perfect dose (Sharing an emotion for contestants)	5 points
Sharing of Emotion ka perfect dose board on social media	10 points
Quiz played	15 points
Sharing of quiz score on social media	10 points
Answering weekly poll question.	10 points

7. **Selection of Winner(s):**

- 7.1. Viacom18 shall select 10 (ten) Participants who have the highest number of points in leaderboard(as on the last day of the respective month) based on the internal evaluation and selection criteria of Viacom18 (as set out above), and declare them as the winners for that particular month of the Contest ("**Winner(s)**").

The announcement of all the Winner(s) shall be within a reasonable time as decided by Viacom18 and such Winner(s) shall be eligible for Gratification as per the terms detailed in rule 8.

8. **Gratification Details:**

- 8.1. **Gratification:** Each Winner shall win 1 (one) gift voucher from Amazon India worth INR 1,000/- (Indian Rupees One Thousand only) at the end of each monthly contest cycle. Viacom18 reserves the right to change the Gratification at any point during the Contest Period, at its sole discretion. It is understood that the terms of Amazon India shall prevail over the terms herein only with regard to the Gratification and any dispute with regard to the Gratification, shall be directly dealt by the Participant with Amazon India without any claim and/or liability on Viacom18.
- 8.2. Viacom18 shall send an email to the Winner(s) and such Winner(s) shall be required to communicate their acknowledgement on mail within 3 (three) days of such communication. Failure to respond may result in forfeiting the Gratification at the sole discretion of Viacom18.
- 8.3. A Participant shall be adjudicated as a Winner only once during the entire Contest Period.
- 8.4. Only the Winner shall be contacted directly by Viacom18 and all relevant details with respect to availing the Gratification shall be communicated by Viacom18 to the Winner directly. The Winner cannot, either directly or through any of his /her family member claim any monetary prize /cash in lieu of the Gratification.
- 8.5. Viacom18's decision in relation to the award of Gratification and all other matters associated with the Contest will be final and no correspondence will be entertained at anytime whatsoever. The Gratification is non-transferable, non-redeemable, cannot be en-cashed or exchanged. There will not be any additional/ alternative Gratification unless otherwise determined by Viacom18. If for any reason it is not possible to

provide the Gratification, Viacom18 reserves the right to substitute the Gratification for a prize and/or any other alternate (not to be awarded as Gratification) at Viacom18's sole discretion.

- 8.6. In the event of unforeseen circumstances beyond the control of Viacom18, and the Gratification not being made available to the Winner(s), the Winner(s) shall not have the right to claim any damages or monies from Viacom18 and by participating in this Contest the Winner(s) waive their right to make any claims against Viacom18.
- 8.7. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free prize/s, shall be borne and payable by the Winner of the respective prize/s.
- 8.8. Apart from the prospective entitlement to the Gratification, the Winner or his/her legal heirs will have no other rights or claims against Viacom18.
- 8.9. The Winner(s) will be required to submit such documentary proofs as may be required by Viacom18. The Gratification shall be awarded to the winner only post verification of the authenticity/credibility of the winner. Viacom18 may conduct any such background check of the winner(s) as it may deem fit and reserves all rights to forfeit the Gratification, without any liability, if Viacom18 identify any discrepancy in any of the documents as may be submitted by the Winner(s) and/or while conducting the background check of the Winner(s) and/or at any later stage.
- 8.10. Viacom18 reserves the right to refuse to accept any entry which, as determined by them, does not comply with the terms and conditions of the Contest or which contravenes the spirit of the Contest. Viacom18 further has an absolute discretion to disqualify any entry, or vary, amend the terms and conditions, rules of the Contest at any time without any liability towards the Participants and/or otherwise. Any site user or Participant is identified to be attempting or suspected of attempting to tamper with the systems / hack into any servers or systems in relation to the Website will be immediately removed from the system and all their entries will be terminated.
- 8.11. The Participants hereby agree and undertake that mere announcement/declaration of being announced as Winner(s) shall not entitle them to the Gratification. Only upon complying with all Rules mentioned herein, to the satisfaction of Viacom18, shall the winning be validated.
- 8.12. The Winner(s) agrees that besides the Gratification, Viacom18 shall not be responsible to provide the respective Winner(s) with any other benefits or perks, nor shall be liable to bear any costs and expenses.
- 8.13. The Winner(s) understands that Viacom18 shall not be responsible for any loss/theft of my belongings/harm/injury, etc., at any time.
- 8.14. The Winner(s) hereby acknowledges and agrees that Viacom18 shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to the Winner(s) including, either before, during or after availing the Gratification, if any; or before, during or after the Contest and Viacom18 shall not be held responsible or liable for the same nor shall Viacom18 be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
- 8.15. The Winner(s) understands that Viacom18 reserves the right to change, amend, cancel, extend, withdraw, alter the terms hereof and/or Gratification, at any point of time and that Winner(s) and/or any other party claiming on behalf of the Winner(s) shall not bring any claim against Viacom18.
- 8.16. The Winner(s) acknowledges that he/she is physically, mentally and emotionally fit to avail the benefits of the Gratification (as provided to the Winner).

- 8.17. Participant(s)/Winner(s) agrees and acknowledges that personal information of the Participant(s)/Winner(s) i.e., name, email id, etc., collected for this Contest by Viacom18 might be shared with the third-party entities in relation to the Gratification. The collection and use of such 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.
9. Participation in the Contest in any manner other than the Mode of Participation mentioned hereinabove shall be considered as an invalid and shall deem to be null and void.
10. 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 issue that happen during the course of participation in the Contest which would the result in Participant's inability to participate in the Contest and/or any other reason whatsoever and/or any kind of problems in connection thereto. Any dispute in connection to the same shall be settled directly between the viewer/subscriber and the operator(s) without involving Viacom18 in any manner and at anytime whatsoever.
11. The Participants hereby explicitly consent and provide permission to Viacom18 to collect, use, process, store and transfer the information including any and all personal information/data so collected through this Activity and hereby agree that they shall not file any claim against Viacom18 for use of such personal information. Any information shared by the Participant to Viacom18 shall be handled by Viacom18 in terms of its privacy policy available at <https://www.viacom18.com/privacy-policy/>. Please refer to the Company's privacy policy that governs the use of your personal information.
12. 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, contact numbers and/ or any other user related details.
13. In case of any network failure, technical problem and/or for any reasons whatsoever, Viacom18 reserves the right to change the Mode of Participation without any prior notice or intimation at its sole discretion.
14. Upon the participating in the Contest, the user id and email id from which the Participant has participated during the Contest Period will get registered with the respective network provider(s) who will collate the total number of interactions received for each Participant and send the same to Viacom18.

GENERAL RULES

1. Viacom18 reserves all rights to make any amendments to the existing Rules and Regulations of the Poll, and/or withdraw the Poll and/or, change the schedule of the episodes of the Program(s) and/or, Contestants of the Program(s) and/or the Voting Mechanism and/or any other details of the Program(s) etc., at any time, without any prior notice to the viewers. It shall be the sole responsibility of the viewers to check the Rules and Regulations of the Poll for the Program(s) on the Website of Viacom18 and all the viewers shall be bound by any such amended Rules and Regulations.
2. Viacom18 reserves its right to reduce / extend the Contest Period as per its discretion at any point of time. The Participant acknowledges, agrees and undertakes to abide at all times by all the rules, regulations, terms and conditions for this Contest as laid down herein and as determined / modified from time to time by Viacom18.

3. The Participant acknowledges that he/she has voluntarily chosen at his/her free-will to participate in the Contest and is willing to bear all risks, costs, liabilities consequences arising from such participation in the Contest.
4. The Participant grants Viacom18 irrevocable consent in perpetuity to the use his/ her name and photographs in relation to this Contest, in connection with the Contest, 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, newspapers and magazines at any time without the Participants further knowledge or consent.
5. Participation in this Contest implies acceptance of all the terms and conditions of the Contest. By participating in the Contest, Participant automatically grants permission for Viacom18, and its affiliates to edit and/ or use the Participant's name, photographs, likeness, etc for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any compensation of any kind whatsoever.
6. Viacom18 shall have the sole discretion to discontinue/cancel the Contest at any point of time and the Participant shall not raise any claim due to such discontinuation or cancellation at anytime whatsoever.
7. 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.
8. The Participant represents that he/she is medically fit and is not suffering from any ailment / disease (including without limitation heart ailment, blood pressure, mental illness, psychological problems, depression, and/or any other health problems, etc.). It shall be the sole responsibility of the Participant to be medically fit for participation in the Contest. The Participant represents that the Participant does not have any present and/or past psychological problems. If in the past he/she has had any psychological problems or physical challenges or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems the same has been disclosed to Viacom18 and /or Producer in writing along with a copy of the certificate from a certified medical practitioner declaring him/her to be fit for participation in the Contest.
9. The Participant will not be charged for login to Website to participate in the Contest, however, there will be cost levied, at the applicable rate, by the network provider for using internet connection which shall be checked by the Participant at his/her sole responsibility.
10. Viacom18 shall 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 Participant/s in any manner whatsoever, in connection to the Poll.
11. Viacom18 reserves the right to disqualify a participant from further participation the event Viacom18 observes any irregularity in the pattern of the participation by the Participant and/or if Viacom18 in its knowledge has reason to believe that the Participant has acted in a fraudulent manner and/or engaged in any deceitful activity in the course of his/her participation in the Contest.
12. Employees of and/or consultants of and/or persons hired on contract by Viacom18 and the main sponsors of the Program(s) , if any, and the members of their immediate family are ineligible from participating in the Contest.
13. By the act of participation in the Contest by the Participant it is deemed that the Participant has checked, read, understood and agree these Rules and Regulations and the Participant agrees to all the terms, Rules and Regulations stated herein and also agrees that he/she shall be bound by these Rules and Regulations

and further shall hold harmless the Viacom18 and its affiliates, and their 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 Program(s) and/or otherwise and 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 anywhere in the world against Viacom18 to claim any costs, damages and/or relief's and/or otherwise.

14. Taking part in the Contest shall be deemed to be consent by the Participant to receive promotional messages about the shows and programs of Viacom18 and messages relating to the Program(s) from Viacom18 or any third party so authorized by Viacom18.
15. The elimination of the Contestants and/or the decisions made by judges of the Program(s) , Viacom18 shall be final and binding and in no event shall the viewer(s) dispute the decision made by the judges of Viacom18.
16. If for any reason the Contest is not conducted in the manner planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Viacom18 reserves the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the Contest process, and to cancel, modify or terminate the Contest and/or any part of the Contest. 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.
17. Any images/photographs, footage, videos, audio visual recordings, audio video clips, bytes, recordings, performance executed (including audio and video), musical recordings including (audio and video) etc. provided/submitted by the Participants to Viacom18 and/or otherwise in relation to the Contest including the videos/content/materials sent /uploaded by the Participant on Colors' website/application and/or affiliate website if any ('Content') shall on submission/creation become the property of Viacom18 and accordingly all intellectual property rights including copyrights in the Content shall vest with Viacom18 and shall be available to Viacom18 for exploitation throughout the world in perpetuity. The Participants agree that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content and have all the rights to exploit, distribute, exhibit, sell, transfer, license, sub-license, monetize the Content and exploit the Content 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 works 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 (NVOD, SVOD, TVOD, AVOD, 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. The Participants further grant irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit all the Content, materials through any format and mode of exploitation including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or

hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and all forms of electronic/digital media, at any time without the Participants further knowledge and/or consent and without any compensation whatsoever.

18. The Participant hereby agrees and undertakes 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 their winning the Contest. 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.
19. Viacom18 shall not be held responsible in the case of a server shut-down or loss of Participant's Contest data.
20. Viacom18 shall not be responsible for any delay in receipt or non-receipt or incomplete receipt or corrupt receipt of Contest data or participation details of the Participant. Viacom18 shall not be responsible for any technical difficulties or data corruption that may arise during the Contest Period. 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 Contest due to failure on part of the internet service provider, facility provider, etc. Participants shall be intimated, if required, as per the contact details given. Viacom18 does not accept any responsibility for any incorrect and/or incomplete communication detail provided and/or delay in receipt of communication and/or non-receipt of communication.
21. Viacom18 reserves the right to change/ modify these terms and conditions and/ or criteria of the Contest, at any time at their sole discretion, without any prior notice and without assigning any reasons for the same.
22. The Participants/Winner(s) acknowledge that Viacom18 shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Participants/Winner(s) in participating in the Contest, and the Participants/Winner(s) shall be absolutely responsible and solely liable for the same.
23. The Participants shall not be entitled to win the Gratification simply by the reason of participating in the Contest. Further, the Winner(s) so selected shall be entitled to win the Gratification as set out hereinabove. The selection process may be revised and shall be as per Viacom18's sole discretion. The Participants or any third party shall have no right to question the process of selection.
24. Taking part in the Contest shall be deemed to be consent by the Participant to receive promotional messages about the shows and programs of Viacom18 and messages relating to the Program(s) from Viacom18 or any third party so authorized by Viacom18.
25. All decisions made by Viacom18 shall be final and binding on all the Participants and in no event shall the Participant dispute the decision made by Viacom18 and/or its employees in connection to the same.
26. The elimination of the Contestants and/or the decision(s) made by Viacom18 regarding the Program(s) shall be final and binding on all the Participants and in no event shall the viewer(s) dispute the decision made by Viacom18 and/or its employees in connection to the Program(s) and/or otherwise.
27. The Participant shall not and waives any right to question the selection/evaluation process, non-selection and/or the selection of any other Participant.
28. The Participant hereby agrees to indemnify Viacom18, the Producer and their respective affiliates, sponsors, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any misrepresentation, or concealment of material facts or breach of any representations, obligations or terms as stated herein.

29. The terms of this Rules and Regulations shall be construed in accordance with the laws of India and in case 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.