

TERMS AND CONDITIONS PLEASE READ THROUGH BEFORE ACCEPTING

GENERAL:

1. Viacom18 Media Private Limited (hereinafter referred to as “**Viacom18**”) is a romantic television show “Harphoul Mohini: Two Opposites, One Love Story” (“**Program**”) that will be broadcasted in India and /or abroad, as required by Viacom18. These terms and conditions are applicable to the application form (the “**Application**”) for the Contest which is being conducted by Viacom18 for the purpose of telecast on Viacom18’s channel namely: (i) For Singapore, Bangladesh, New Zealand, Australia, United Arab Emirates (UAE), and South Africa: “**COLORS**”, and (ii) For USA and Canada: “**AAPKA COLORS**”(hereinafter collectively known as “**Channel**”).
2. The Contest (*defined hereinafter*) is organized by IndiaCast Media Distribution Private Limited for selection of winners of the Contest, which will be conducted online, at the sole discretion of Viacom18 (“**Contest(s)**”). IndiaCast and Viacom18 are jointly referred to as “**Organizers**”.
3. The terms and conditions of 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 Participation Mechanism stated hereinbelow. By clicking on the ‘Submit’ icon, the Participant agrees to have read and understood the terms and conditions, the Privacy Notice for Contest and the privacy policy clearly and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein.
4. Viacom18 will have the sole discretion to discontinue and or cancel the Contest at any point of time and the Participant shall not raise any claim due to such discontinuation or cancellation at any time whatsoever.
5. The Participant agrees and acknowledges that the terms and conditions, may be changed at any time by Organizers including but not limited to cancelling the Contest, subsequent rounds of Contest and/or introducing new rounds/levels at any stage, and/or changing the format of the Contest and the Participant agrees that the Participant will be bound by such altered / changed /new Rules at all times. The Participant shall be responsible to make himself /herself aware about the altered / modified Rules (as set out in section 14, below) / terms and conditions and shall continue to be bound by the same and Organizers’ decisions shall be final in matters concerning the same.
6. If for any reason the Contest 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 Colors’ Website 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 entry /Contest process, and/or to cancel, modify or terminate the Contest and/or any part thereof. Further, the Organizers reserve the right to take legal action against such Participant who has committed a breach under the Information Technology Act, 2000 including all its amendments thereof and/or any other laws as may be applicable from time to time and Organizers shall be entitled to such remedies in law as applicable.
7. **Eligibility Criteria:**
 - 7.1 This Contest is open for all individuals residing in United States of America, Canada, Singapore, Australia, New Zealand, Bangladesh, United Arab Emirates, and South Africa regions who are minimum eighteen (18) years of age at the time of registering for this Contest, (“**Participant**”). No Application, images or information will be accepted from those below the age of 18 or minors; and
 - 7.2 The participation of the Participant in the Contest shall only be considered if the Application is duly filled in with correct and complete details, and such details are in no way misleading or incorrect; and

- 7.3 All terms and conditions must be properly accepted by the Participant, and the Participant will render and submit specific consents as per the prescribed submission mechanism/ guidelines on the Participation Mechanism (*defined below*); and
- 7.4 The Participant hereby agrees, undertakes and acknowledges that there is no documentation/ undertaking signed/ confirmed by them in the past which contradicts or is in conflict with your ability to participate in the Contest; and

8. Participation

- 8.1. The Participant can participate in the Contest in the following manner:

8.1.1. By visiting the respective website(s): For USA and Canada: www.aapkacolors.com/lovestories; For Singapore, Australia, Bangladesh, New Zealand, United Arab Emirates, and South Africa: www.colorstv.com/lovestories;

8.1.2. Filling in the online registration form submitting their: (i) First and Last Name, (ii) Country of Residence, (iii) E-mail Address (iv) upload the Contest Data (defined hereinafter), (v) Partner's First and Last Name, (vi) Partner's Country of Residence, (vii) Partner's E-mail address, (viii) Age above 18 (Yes / No), collectively the "Information"

8.1.3. Accepting terms and conditions, and consent to collect, use and store the Information for the purposes of this Contest.

The Participation through Colors and/or Aapka Colors Website will be referred to as 'Participation Mechanism'.

- 8.2 The Participant shall be bound by all the terms and conditions, the privacy policy [(i) For USA and Canada: <https://www.aapkacolors.com/us/privacy-policy/>; (ii) For United Arab Emirates : www.colorstv.com/mena/privacy-policy; (iii) For Singapore, New Zealand, Australia, Bangladesh and South Africa : www.colorstv.com/ap/privacy-policy] as stated herein and as uploaded on the Colors website (www.colorstv.com) and/or Aapka colors Website (www.aapkacolors.com) (collectively known as "Website(s)") 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 and subsequent rounds of Contest thereof.(if any). Our privacy policy may change from time to time and the last updated policy shall be displayed on the Website(s). 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.
- 8.3 By participating in the Contest in accordance with the requirements and criteria as laid down for the Contest herein, the Participant confirms that he/she has read and understood all the terms and conditions, including the privacy policy for participation in the Contest and hereby agrees to abide by the same.
- 8.4 The Participant completely understands the nature of the Contest and has voluntarily chosen to participate in it. The Participant is willing to bear all risk, costs and consequences arising from such participation.
- 8.5 The Participant shall accept/ sign and submit all such necessary documents, release letters, declaration letters, no objection letters, certificates, agreements, as required by Organizers and their authorized representatives from time to time, in relation to the Contest and/or for participating in the Contest and/or any related promotional activities (if selected) and/or otherwise, either with Organizers directly or any other party, as Organizers may require at any time.
- 8.6 The registration does not guarantee the selection of the Participant's Contest Data (*defined hereinafter*) to be displayed and/or exhibited in the Program and /or on the Website and/or otherwise and such selection including the selection criteria /process shall be as per the sole discretion of the Organizers at all times. The Participant shall not dispute the decisions of the Organizers and waives any right to question the selection/evaluation process, non-selection of the application / entry and/or the selection of any other participant.
- ## 9. Contest Period:
- 9.1 The Contest Period shall commence from 7 June 2022 at 12:00 am IST and shall tentatively conclude on 24 June 2022 at 11:59 pm IST or such other date as may be decided and updated by Organizers and/or modified at the sole discretion of Organizers and the same shall be updated on the Website. The winners shall be notified via email between 14 June 2022 to 1 July 2022.

9.2 It shall be the responsibility of the Participants to keep themselves updated with respect to any change/modification in the terms and conditions, including the privacy policy and/or as informed by Organizers and any such modification shall apply to all the Participants and the Participants shall be bound by the amended / modified terms and conditions. The Contest Period depending on the Participation Mechanism shall be construed accordingly.

10. Requirements of the Contest Data:

10.1 1 (one) high resolution (HD quality) photograph/image of the Participant with their partner/spouse/significant other (“**Partner**”) in JPEG format. The maximum permitted size of the couple photograph is between 7-15MB, and the maximum length of the story will be less than 150 words. The Participant understands and confirms that if the Contest Data is more than the permitted specifications, then the Contest Data exceeding the aforesaid criteria shall be rejected.

10.2. The love story of the Participant in less than 150 words about their Partner who is from a different background, or personality, or culture, or states, (must be submitted by the Participant (“**Contest Data**”). The Participant understands and confirms that if the Contest Data is more than the permitted specifications, then the Contest Data exceeding the aforesaid criteria shall be rejected.

10.3. The Participants shall be solely responsible and liable at his / her sole costs for Information shared by the Participant in the Application.

10.4. The Participant may upload and/or submit his/her Contest Data through any of the Participation Mechanisms, only 1(one) time before the Closing hours of the Contest Period. Contest Data must be uploaded via the Participation Mechanism, Contest Data uploaded through any third-party applications will not be considered as valid submissions.

10.5. Organizers at their sole discretion may select the Contest Data as submitted on the Participation Mechanisms by the Participant as an entry for the purpose of Contest and subsequent selection.

11. Details Required at Various Stages:

11.1 Participant information to be submitted by the Participant through the Participation Mechanism shall be limited to such Participant’s (a) Full legal name, (b) city and/or country of residence, (c) e-mail address, and (d) photograph with their partner and their love story in order to meet the legal requirements, assess the eligibility and contact the shortlisted Participants in connection with the Contest.

11.2 In the event the Participant is declared as one of the winners of the Contest, the Participant may be required to provide additional details / documents related to including photographs, valid documentary evidence of residence and age, medical fitness, local law compliance (if any) documentation, waivers, social media handles and background details like hometown or any other document as may be required for participation in the Contest, in consonance with the applicable laws of and/or any other documents as may be required by the Organizer from time to time. Such details shall be referred to as “**Additional Information**”.

11.3 The Organizer shall have the sole and unfettered right / authority (at its discretion) to disqualify any Participant from Contest (at any point) if the Participant fails to comply with any of the terms and conditions stated herein.

11.4 The Participant hereby consents and permits Organizers, their affiliates and vendors (including agencies for website management and event management) to collect, store, use the Information only as may be necessary for the purpose of the Contest and any other lawful purposes connected thereto for a period of 3 months from the end date of the Contest.

11.5 If selected as a winner, the Participant hereby consents and permits Organizers, their affiliates and vendors (including agencies for website management and event management) to collect, store, use the Information and Additional Information only as may be necessary for the purpose of the Contest and any other lawful purposes connected thereto.

11.6 By entering this Contest, you agree that if selected as winner, any Contest Data you submit may be used by the Organizers solely for marketing and promotional purposes of this Contest and/or the Program. These uses include displaying the entries on the

Contest website, gratification and/or promotion of the Contest and the winner Participants, cropping and re-sizing the photos as necessary to fit pre-defined formats for the purpose.

12. **Term:** The Application and all Rules (as defined hereinafter) contained herein shall subsist until the end date of the Contest or its gratification and /or any such extended duration as may be deemed fit by Organizers and hence, the Rules shall continue to apply to the Participant.
13. **Content:**
 - 13.1 The Participant acknowledges and agrees that the Participant's participation and Contest Data, or parts thereof may be edited and/or recorded at any stage to be included in the Program and/or its promotional content (if selected) and shall be telecast as a part of the Contest and/or Program and/or for promotion of the Program and/or on a stand-alone basis, at Organizers sole discretion, as required by Organizers (**"Recording"**).
 - 13.2 The Participant agrees that the Participant's images, comments, remarks, views, opinions (written or recorded) bytes, etc. (if any) in relation to Participant's participation / Contest may / shall also be recorded and the same may be made a part of the Recording at Organizers sole discretion and the Participant shall not have any objection against the same.
 - 13.3 The Participant does not and shall not have any right to receive or claim any remuneration / compensation, royalties, fees and/or any other amounts at any time whatsoever, towards the usage / exploitation of the Contest Data by Organizers and /or any party authorized by Organizers.
14. **Rules:**
 - 14.1 The Participant acknowledge, agree and undertake to abide at all times by all the rules, regulations, terms and conditions, privacy policy for this Contest as laid down herein and as determined from time to time by Organizers (the **"Rules"**).
 - 14.2 The Participant agrees and acknowledges that the Rules, may be changed at any time by Organizers including but not limited to cancelling the Contest, subsequent rounds of Contest and/or introducing new rounds/levels at any stage, and/or changing the format of the Contest and/or the Program and the Participant agrees that the Participant will be bound by such altered / changed /new Rules at all times. The Participant shall be responsible to make himself /herself aware about the altered / modified Rules / terms and conditions and shall continue to be bound by the same and Organizers decisions shall be final in matters concerning the same. The Participant will not raise any claim or dispute due to such change. Further the instructions of the Organizers shall be adhered to strictly. Any Applicant/Participant who acts in contravention to the instructions of Organizers or is identified creating nuisance either to Organizers or the other Participants shall immediately be disqualified from participating in the Contest and/or subsequent rounds of Contest (if selected). You agree that only the final shortlisted Participants/Winners will be contacted directly by Organizers / Organizer's authorized representatives for the subsequent round of Contest and Organizers shall not entertain any correspondence by any Participant in this matter at any time whatsoever.
 - 14.3 The Participant shall comply with all the applicable laws of India and /or any other applicable laws, rules and regulations in relation to his /her acts/participation/performance in the Contest, subsequent rounds of Contest and/or the Program and shall solely be responsible for the same at all times.
 - 14.4 Further, Organizers reserves the right to take legal action against such Participant /person /party who has committed a breach under the applicable laws and all its amendments thereof) and/or any other laws as may be applicable from time to time and Organizers shall be entitled to such remedies in law as applicable.
15. **Other Terms:**
 - 15.1. The Participant further agrees that it shall abide by all the guidelines, advisories, directives, regulations and other laws laid down by the Governments of United States of America (USA), Canada, Singapore, United Arab Emirates (UAE), and South Africa and any other laws laid by the relevant states/city of USA. The Participant fully understands the risks associated in the participation in the Contest and is voluntarily agreeing to be participate in the Contest and willing to bear all risks, & consequences arising from his /her participation in the Contest, subsequent rounds of Contest and/or the Program, at his/her sole expense and that the Producer and/or Viacom18 shall not be responsible for any medical problems suffered by the

Participant and that the Participant shall not raise any claims/suits/litigation of any nature against Viacom18, its employees, officers, directors, representative(s).

- 15.2. Organizers shall not be held responsible in case of a server shutdown or loss of Participant's Contest Data
- 15.3. The Participant agrees that they shall be charged for internet usage / mobile data usage at such rates as levied by its internet service provider / mobile service provider and the same shall be checked and shall be borne by the Participant at their sole responsibility.
- 15.4. Organizers shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the Contest Data / other details of the Participant. Organizers shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Contest Data /content. Further, Organizers 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. Shortlisted entries, as selected by Organizers shall only be intimated as per the contact details provided on any of the Participation Mechanisms and/ or in any other manner as deemed fit by Organizers /representative of Organizers does not accept any responsibility for any incorrect and/or incomplete contact detail provided and/or delay in receipt of contact details and/or non-receipt of contact details.
- 15.5. The Participant hereby represents that the Participant is not under any exclusive contracts with any other third party/ agency or not under any kind of disqualification under any law to enter into an agreement with Organizers (as may be required) as the case may be and/or to participate in the Contest, subsequent rounds thereof (if selected).

The Participant represents and undertakes that the Information and Additional Information submitted by the Participant in the Contest (if selected) shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence and/or against the public policy of Country of their residence and/or in violation of any of the applicable laws.

- 15.6. Organisers reserves the right to disqualify such Participant immediately from the Contest if it is found that the Participant has supplied untruthful, inaccurate and/or misleading details and/or Information, of any nature, have failed to abide by the Rules and/or are in breach of the terms hereof.
- 15.7. Apart from the prospective entitlement of the Contest Data of the selected Participant to be declared as winner and/or being selected to be played /telecasted during the Program and/or published on Website(s) and/or otherwise, as per the sole creative discretion of Viacom18, subject to selection and written intimation by the Organizers to such selected Participant(s) (as decided by Organizers as per their sole discretion), the Participant/selected participant or his/her legal heirs will have no other rights or claims against Organizers /Producers and their respective affiliates/sponsors, etc. Further, Viacom18 has the sole, unfettered and absolute discretion to select the Participants for participation in the Contest and that Viacom18's decision in this regard is final and absolute.
- 15.8. The Participant acknowledges and confirms that they have not relied upon any verbal, written or visual representations or statements made by the Organizers its employees, agents and contractors, the Participant 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 Organizers its employees, agents and contractors.
- 15.9. The Participant shall not, without Organizers prior written consent, disclose/ publicize in any manner including on social networks /social media platforms and/or any other platform nor discuss with any person/party, including without limitation the press, about any Information relating to this Application, the Contest, the Program, Participant's participation/appearance, the production team and/or any other participants in the Program or any other information which may come to the Participant's (including without limitation in relation to Organizers or any of its employees, consultants or vendors), etc., and the Participant shall ensure that the Participant shall maintain strict confidentiality in this matter at all times and in event of failure to comply with the confidentiality obligations, Organizers may/shall, at its option take legal action against the Participant as it may deem fit.

- 15.10. The Participant hereby represents and warrants that the Participant has not been accused or convicted or are otherwise involved in any offence and/or are not under inquiry or trial by the police or judiciary and that there are no criminal/civil actions pending (actual or threatened) against, and/or served against the Participant of whatsoever nature, and that there is no other disability which would prevent the Participant's participation in the Contest, subsequent rounds of Contest (if selected).
- 15.11. The Participant shall ensure that the Participant has shared Contest Data and/or Information and/or Additional Information in the Contest which shall in no manner infringe any rights including the copyright of a third person/party. In the event of any violation to the aforementioned, the Participant understands and agrees that the Participant shall be disqualified from the Contest and/or the Program immediately, without any prior notice of the same to. The Participant shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify Organizers, its affiliates/group companies/employees, the Producer, agents, representatives, etc., for any loss, claim, dispute, disruption, demands, actions, liability, damage caused to Organizers and / or Organizer's representatives /agents. 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 Organizers, its affiliates/Producer and/or their directors, employees, officers, or subsidiaries to claim any damages or relief of any nature in any manner in connection with the Contest/Program. However, in the event the Participant is found to be causing any disturbance or disruption before, during or after the Contest then Organizers shall have the right to immediately remove, disqualify, failing which Organizers and/or Producer's representative shall forcefully remove the Participant. Any claim/damage for the same will neither be entertained nor compensated by Organizers.
- 15.12. Organizers shall not be liable for any loss of earnings, loss of opportunity, employment and/or otherwise caused to the Participant and/or any other person, even if such loss arises as a result of the Participant's participation in the Contest, subsequent rounds of Contest (if selected).
- 15.13. The Participant hereby agrees and undertakes that the Participant 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 his/her selection or participation in the Contest, subsequent rounds of Contest. It is hereby clarified and stated that Organizers does not charge any money/participation fee for the Contest/hence, the Participant is requested not to entertain any calls or agents in this regard.
- 15.14. Employees and/or their relatives of Organizers consultants of Organizers, and/or persons hired on contract by the Organizers, and/or their associate and affiliate companies, the respective sponsors of the Program on the Channel and their employees/relatives will not be qualified for the participation in the Contest and/or the Program.
- 15.15. Gratification:

The Participant understands that the submission of Contest Data does not guarantee the Participant to receive any gratification. The Organisers expect several Participants to submit such forms on the Website. Hence, out of all the entries that the Organisers receive, only a total of 4(four) lucky participants i.e., 1 (one) participant each from United States of America (USA) OR Canada, APAC Region (Singapore or New Zealand or Australia or Bangladesh), United Arab Emirates (UAE), and South Africa respectively, who have been selected by the Organisers at their sole discretion will be declared winners ("**Winners**"). The Winners would be announced between 14 June 2022 to 1 July 2022 and the Winners will be notified on the email id they have submitted. The Winners will be selected as per the Participation Mechanism as laid above. The organizers shall gratify the Winners by packaging and showcasing their story along with their photograph on-air as bumpers("**Gratification**") which may be aired on the official Colors' channel and/or its official social media platforms, viz., Facebook, Instagram, Twitter, etc.

- 15.15.1. The Participants/Winners permits the Organisers to contact them personally on the email address provided by the Participants/Winners and/or through the Official Social Media Platforms. Winners would have to claim the gratification by sharing requested details and/or confirmation, etc., when contacted by the Organisers within 48 hours from the date of announcement of the Winners. If any of the Winner fails to do so, then a new winner shall be selected.
- 15.15.2. 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.

- 15.15.3. There is no cash alternative, and the Gratification must be taken as offered. The Gratification is non-exchangeable, non-transferable, and is not redeemable for cash or any other Gratification. Participants acknowledge that Organisers may be dependent on third parties to make available specified Gratification to Winner, and that Organisers shall be within its rights to replace / substitute the Gratification with any other award (including merchandize) selected by the Organisers in case the Organisers are unable to make available specified Gratification to the Winner.
- 15.15.4. Gratification(s) that will be made available by the Organisers will be purely on a reasonable effort basis.
- 15.15.5. The Organisers or its affiliates or the Colors Channel make no representation as to the suitability and extend no guarantee or warranty relating to the Gratification. 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 Gratification. The Winner hereby agrees that the Organisers and/or the Channel are not responsible for any queries / concerns / issues relating to the Gratification(s) under any circumstances whatsoever.
- 15.15.6. 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 Gratification in this Contest.
- 15.15.7. 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.
- 15.15.8. Participants agree that no clarifications on the questions and the answers of / for in the Contest shall be entertained by the Organisers.
- 15.15.9. 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 Gratification. 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.
- 15.15.10. 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.
- 15.15.11. 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 Gratification, 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.
- 15.15.12. 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.

- 15.15.13. Participants/Winner agrees and acknowledges that Information might be shared with the third-party entities in relation to the Gratification. 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.
- 15.15.14. The Participant is obliged to ensure that the Information provided is accurate, current, honest and complete.
- 15.15.15. With respect to the Gratification, 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.
- 15.16.17. The Winner accepts and assume all the risks of accepting the Gratification. 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 Organisers' 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 the acceptance of the Gratification.
16. The Participant, expressly agrees to indemnify and agree to keep harmless Organizers, the Producer, their affiliates, employees, officers, directors, agents, contractors, representatives, or any other person, directly or indirectly connected to the Contest / Program, against any and all claims, demands, direct or indirect losses (physical, mental, emotional, medical), damages, actions, liability arising as a result of any untruthful, inaccurate or misleading Information, or concealment of material facts provided by the Participant any failure on the Participant's part to abide by the Rules, any breach of the terms and conditions hereof including terms and conditions of any agreement entered into with Organizers and/or any terms and conditions otherwise stated / prescribed, any act including any unlawful act, omissions, misconduct, performance, harm caused to any person / party during the Contest any violation of any applicable laws by the Participant and/or any such claims, losses, damages and liabilities arising out of the Participant's participation in the Contest and/or in relation to the Contest / Program. In the event of any claim, the Participant will promptly adjust, settle, defend or otherwise dispose of such claim at his/her sole cost. If the Participant is not diligently and continuously pursuing this matter, Organizers may take such action on behalf of itself and/ or as attorney on behalf of such Participant, to adjust, settle, defend or otherwise dispose of such claim, in which case such Participant shall, reimburse Organizers for any costs and penalties incurred thereof or such other indemnity in the amount thereof.
17. The grant of rights, representations, warranties, indemnities given by the Participant, 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.
18. The Participant hereby agrees and confirms that any and all decisions of Organizers in connection with selection, disqualification, participation, for/in the Contest, subsequent rounds of Contest (if selected) is final and binding and is non-contestable. The Participant shall neither question the process /eligibility criteria nor dispute the same in any manner at any time whatsoever.
19. In case of any dispute or difference in respect of above, decision of Organizers shall be final and binding on all parties/persons.
20. 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 Organizers, even in the event of any breach (actual or threatened) by the either of the Organizers.
21. To the extent permitted by law, the Organizers 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 / Program. Further, Organizers' cumulative liability shall not exceed any damage actually suffered by any Participant proven and quantified by the competent court or USD 300 whichever is lesser.

22. If any dispute arises between the Parties hereto during the subsistence of this Application or thereafter, in connection with the validity, interpretation, implementation or alleged breach or material breach of any provision of this agreement or regarding a question, including the questions as to whether the termination of this agreement by one party hereto has been legitimate (each a "Dispute") either party to the Dispute may give ten (10) days' notice of invocation of the arbitration provisions contained herein ("Arbitration Notice"), to the other party in writing. The arbitral proceeding shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and the parties to this agreement 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 7 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 may be) 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 of arbitration and the proportion of such costs to be paid by such party. The parties hereto shall submit to the arbitrator's award and the same shall be binding on the parties. Subject to the arbitration agreement as above, the courts in Mumbai shall have exclusive jurisdiction.

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, THE PRIVACY NOTICE FOR CONTEST, THE PRIVACY POLICY FOR MY APPLICATION/PARTICIPATION AND I HEREBY CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME/US, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY ORGANIZER, IT'S AFFILIATES, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME/US AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.