## **Terms & Conditions**

## Mirchi Hot Diwali Dhamaka 95% Discount Campaign Contest - Guwahati

Entertainment Network India Limited ("**ENIL**") is holding a Contest known as "MIRCHI HOT DIWALI DHAMAKA 95% Discount Campaign Contest" on its Radio Channel Mirchi 95 FM at Guwahati.

By reading this Contest terms and conditions AND participating in the "MIRCHI HOT DIWALI DHAMAKA 95% Discount Campaign Contest" (hereinafter referred to as the 'Contest') you irrevocably and unconditionally accept the same and you undertake to be bound by all the conditions contained therein without any kind of contestation and/or demur.

By participating in the Contest, you accept and agree to the following:-

- The Contest shall be known as MIRCHI HOT DIWALI DHAMAKA 95% Discount Campaign Contest shall commence at ENIL's radio station Mirchi 95 FM at Guwahati, on 17<sup>th</sup> October ,2016 to 29<sup>th</sup> October , 2016 (both days inclusive)
- **2.** This Contest is open only to Indian Citizens resident in Guwahati only.
- 3. Only one entry per participant, per question is permitted. Multiple entries will result in disqualification of the participant for the Contest.
- 4. To participate in the Contest, the participants need to Whatsapp on the number 9085959595.
- 5. Participants to give full details of their name, permanent address, Income Tax, PAN, phone number, age and such other details as may be prescribed by ENIL and it is to be understood that the Prizes will

- be given to the winner only upon furnishing of the prescribed details and supporting documents thereto.
- 6. The Contest will be promoted on air by on air promos or any other means deemed fit by ENIL at its sole discretion.
- 7. Any entries sent beyond the designated time period allocated to each contest question will not be considered for the Contest.
- 8. At the end of the Contest Period, ENIL shall select by a process of random selection, from amongst the correct answers received during the Contest Period and in accordance with these terms and conditions approximately a total of Two hundred eighty eight only (288) winners (the "Prize winners"). The Prize winner whose name is selected shall be eligible to win vouchers.
- 9. ENIL would announce the winners on air on Mirchi 95 FM at its Guwahati station. The decision of the Management of ENIL is final and no correspondence or any other claims whatsoever, in this regard will be entertained.
- 10.Only one attempt will be made to contact the winner at the Telephone number available with ENIL, thereafter the prize shall lapse unconditionally and irrevocably without further notice in this regard at the sole discretion of ENIL and the winner shall have no claim whatsoever on the Prize.
- 11. Winners will have to collect their respective prizes from a location that will be intimated to the Winners by ENIL.
- 12. Winners have to arrange their own travel arrangement and any expenses incurred in that regard shall be solely borne by them and

- ENIL shall not be liable to reimburse any expenses whatsoever, including but not limited to the travel expenses.
- 13. The Prize cannot be exchanged /redeemed for cash or any other non-monetary consideration and the prize is not transferable.
- 14. The Prize is subject to the laws of India and deduction of taxes, levies and other statutory payments shall be as applicable and borne solely by the Winner and paid solely by the Winner. The Prize would be delivered/ handed over to the Winner on proper identification and verification and also on providing proof of payment of all applicable taxes and levies. The Winner shall pay all taxes as may be applicable to redeem the Prize.
- 15.ENIL provides the Prize "as is basis" and without any warranty or guarantee concerning the quality, suitability or merchantability of any prize and ENIL or its management, directors, officers, agents, representatives shall not be responsible for or liable (including but not limited to the Product and Service Liabilities) for deficiency and/ or defect of any product/service or any kind of consequential damages/ loss, in any manner whatsoever.
- 16.Minors below the age of 18 years are entitled to participate in the Contest. However, in the event that a minor below the age of 18 years participates and wins in the Contest he/she shall not be entitled to the Prize unless, he/she is represented by the parent/guardian, and the parent/guardian completes all necessary formalities on his/her behalf.
- 17.If the Winner does not collect the Prize, in case they are required to collect the prize as mentioned hereinabove for one month from the

- date when she/he was intimated, the prize shall unconditionally and irrevocably lapse without further notice in this regard.
- 18. ENIL reserves its right to select and declare or not to declare the Prize winner if number of Entries submitted for the Contest is not up to the satisfaction of ENIL. Decision of ENIL in this regard is final and no correspondence in this regard will be entertained.
- 19.Employees and family members of ENIL, Bennett, Coleman & Company Ltd.("BCCL"), Times Infotainment Media Ltd.("TIML"), Times Innovative Media Pvt. Ltd.("TIMPL") and the Sponsors/Partners are not eligible to participate in the Contest.
- 20. All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) / the Contest and in any and all entries received shall vest solely and exclusively with ENIL at all times. ENIL or any person or entity permitted by ENIL in this regard shall be entitled to use the entries received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant.
- 21.ENIL reserves the right to change, defer, alter or cancel this Contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Decision of ENIL in this regard and in general with respect to this Contest and the Terms & Conditions thereto shall be final, binding and non-contestable.
- 22. Nothing contained herein amounts to a commitment or representation by ENIL to conduct further or other contest/schemes.

- 23. The decision of ENIL shall be final in all regards and no communication shall be entertained in this regard.
- 24. While accepting the Prize, the Prizewinner may be required to sign an "indemnity and release of claims" form provided by ENIL, as the case may be, which shall release ENIL of all liability in connection with the Contest and the Prize. Failure to complete and sign any documents requested by ENIL may result in disqualification of such Participant and selection of an alternate Prizewinner. All decisions of ENIL are final in this regard.
- 25. Any unclear/incorrect/incomplete Whatsapp messages including with wrong characters shall be considered invalid entry and deemed null and void. ENIL shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network etc.
- 26. ENIL or any of the sponsors makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participants and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- 27.Under no circumstance, shall ENIL and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if ENIL has been advised of the possibility of such damages. The Participant /Prize Winner 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 ENIL and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest and shall hold harmless ENIL, its affiliates, its group companies, their employees, officers, directors or any other person and/or sponsors from any claim/liability/losses (including out of and in legal fees) arising relation to any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the participant(s) in any manner whatsoever in connection with the Contest and /or the Prize.

- 28.ENIL shall not be liable to perform any of its obligations under the Contest or in respect of the Prize where it is unable to do so as a result of unforeseen circumstances or circumstances beyond its reasonable control.
- 29. The Prize Winner or the Participant waives his/her/their right to 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 ENIL and/or any parties related to the Contest to claim any damages or any reliefs or otherwise.
- 30.ENIL excludes all liability whatever for any costs, expenses, damages, liability, injury or disappointment suffered by you arising out of or in any way connected with the Contest.
- 31.ENIL is empowered to take a decision on any case not covered under these Terms and Conditions
- 32.By participating, all participants and winner(s) grant ENIL exclusive permission to use their names, characters, photographs, voices, videotape, and likenesses in connection with promotion of this and

other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that ENIL may disclose personal information obtained from Participants in the Contest to third parties and use such information for marketing and other purposes.

- 33. The Contest and the terms and conditions shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the exclusive jurisdiction of the Courts at Mumbai only. The contest is void where prohibited by law.
- **34.**A copy of these Terms and Conditions are being made available on the website www.radiomirchi.com. Additionally, a printed copy is available at the front office of ENIL at Guwahati.