

TERMS AND CONDITIONS

The following are the terms and conditions governing the contest “Happy Marriage Stories” (“Contest”) hosted by Viacom18 Media Private Limited (“Viacom18/Company”) for the purpose of promotion of its program “Chhutta Chheda Season 2” airing at _7pm_ every Mon to Sat on its channel “Colors Gujarati” (“Channel”).
Thess

The Contest shall commence from December 5th, 2016 at _8 am hrs Indian Standard Time (“IST”) and shall end on January 15th, 2016 at _12am_ hrs IST (“Period”). Viacom18 may at its sole discretion extend or curtail the Period of the Contest or may suspend or abandon the same at any time without any prior notice of the same.

The Contest shall be governed the Principal Rules and General Rules stated herein below and all person’s participating in the Contest and performing any act/s as required by the Contest terms stated herein, unconditionally accept and agree to comply with and abide by the same.

For the avoidance of doubt, the privacy policy shall govern all usage of any personal information gathered under or pursuant to this Contest by Viacom18.

Principle Rules

1. All participant(s) must be Indian, citizen residing in the state of Gujarat, should be eighteen (18) years and above and married (“Participant/s”).
2. In order to participate in the Contest the Participant shall share stories of their happy marriages with the Viacom18 at ChhutaChhedaS2@viacom18.com
3. Viacom18 reserves the right to disqualify any Participant(s) from participating in the Contest without assigning any reason. The decision of Viacom18 in this regard shall be binding upon the Participant(s).
4. All the entries should state all the required information, which have been asked from them and the story as required by them “Entries”.
5. The Participant(s) shall ensure that the entries/ registrations posted is decent and is not immoral, defamatory, abusive, offensive, insensitive, libelous or blasphemous to any person, religious sect or section of the society, or infringe the rights of any third party including intellectual property etc. Participant shall not

host, display, upload, modify, publish, transmit, update or share any information that –

(a) belongs to another person and to which the user does not have any right; (b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (c) harm minors in any way; (d) infringes any patent, trademark, copyright or other proprietary rights; (e) violates any law for the time being in force; (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (g) impersonate another person; (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; (i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. For avoidance of doubt, Nominator and/or Participant(s) agree that Star has the right to remove any such material/Entry which may not be in consonance with applicable law

6. Entries sent after the Period will not be considered for the Contest and shall be deemed null and void.
7. Each Entry shall be judged inter alia, on the basis of its relevancy to the Contest, its originality, uniqueness, innovativeness, quality of writing and creativity. The decision of Viacom18 is final and binding in this regard.
8. At the end of the Period, out of all the Entry/ies received within the Contest Period, two (02) Participant(s) whose Entries are valid and compliant on the aforesaid parameters shall be eligible to win the Contest ("Shortlisted Participant(s)"). Such Participant(s) from the Shortlisted Participant(s) who fulfill all of the requirements set out in these terms and conditions including submitting of valid Documents (defined herein below) to the satisfaction of Viacom18 shall be entitled to win.
9. The Shortlisted Participant(s) will be contacted via email to provide their name, age, email id and phone number ("Contact Details") to ChhutaChhedaS2@viacom18.com within 24 hours of such message failing which their Entry shall be invalidated.

10. Upon receipt of the Contact Details, viacom18 shall contact the Shortlisted Participants via email to submit (including but not limited to) scanned copies of their identity proof, age proof and address proof (eg. Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/any other valid ID for verification) (“Documents”) within twenty-four (24) hours of such email. In the event, any Shortlisted Participant(s) fails to submit the Documents his/her participation shall be invalidated and shall forfeit his/her chance to win the Prize. It is clarified that Viacom18 shall not be obligated to shortlist another Participant(s) in place of such forfeited Participant(s) and such decision shall be final and binding.
11. Viacom18 shall make only one (1) attempt to reach the Shortlisted Participants. In case such Shortlisted Participant(s) fails to revert, his/her selection shall be invalidated and Viacom18 shall not be liable to such Shortlisted Participant(s) in any manner whatsoever.
12. Upon verification of the credentials Shortlisted Participant(s) that are in compliance with Terms and Conditions requirements stated herein, shall be contacted via email, informing them that they are the winner(s) (“Winner(s)”).
13. Communication to the Winner(s) shall be done on or before_15th Jan 2017 _. In case the Winner announcement is postponed for whatsoever reasons, Viacom18 will not be held responsible.
14. Viacom18 reserves the right to decide the Winner(s) of the Contest.
15. The short stories of the Winner shall be published in one Sandesh, Divya Bhaskar, Phulchab(Rajkot), Jai Hind, Gujarat Mitra Gujarat Darpan, Loktej, Gujarat Today, Abhiyaan & Chitralkha. (“Prize”)

General Rules

1. The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.
2. Proof of age is a must for the Participant (s)and must be submitted to Viacom18 (i.e., Birth Certificate/ electricity bill/ ration card/ driver’s license / passport/ an affidavit signed by a magistrate).

3. Viacom18 reserves all rights to make amendments to the existing rules without prior notice or withdraw the Contest without giving prior notice in connection thereto. The viewers shall be solely responsible to check the rules and regulations of this Contest on www.colorsgujarati.com & Colors Gujarati facebook page from time to time.
4. Non-conformance by any Participant(s) and/or the Winner(s) of the rules of the Contest will disqualify them from participation or winnings, immediately, as the case may be.
8. The Participant(s)/Winner(s) agrees and consents to the use by Viacom18 of the text forming part of the Entry or as it may deem fit for the purpose of promotion of the Program and/or any other purpose that Viacom18 deems fit in its sole discretion. In consideration of the opportunity to participate in the Contest, Participant(s)/Winner(s) hereby irrevocably, exclusively, perpetually and for the entire world assigns all rights, titles and interests including rights in any form of intellectual property thereof in and to the text of the Entry or any parts thereof submitted with the Entry including any rights of Exploitation thereof, to Viacom18, during or pursuant to the Contest and/or any product or output of any Promotional Activity (*as defined below*) that the Participant(s)/Winner(s) may be required to undertake (hereinafter collectively referred to as "Materials"). The Participant(s)/ Winner(s) agrees and confirms that the Materials shall be owned by Viacom18 from the moment of creation throughout the world and in perpetuity.

For the purpose of these Terms and Conditions, "Exploitation/Exploit" shall mean the exploitation of the Materials including the text and/or any part thereof of the Entry including along with its cognate forms and grammatical variations, and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation adaptation, publication, cutting, editing, and packaging of the intellectual property vested in the Materials including the text and/or any part thereof of the Entry, either in whole or in part, in any form/format or language, as well as (i) the conversion of the Materials including the text and/or any part thereof of the Entry from one form/format to another and in relation to the Materials including the text and/or any part thereof of the Entry, making of a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any all languages/dialects in the world, converting the Materials in to a film for theatrical

exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. The capitalized terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film', 'Performance /Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.). To the extent that the assignment of all rights, title and interest including rights in any form of intellectual property in the Materials including the text and/or any part thereof of the Entry if any subsisting in favor of the Participant(s)/Winner(s), in relation to future medium or mode of exploitation of the Materials including the text and/or any part thereof of the Entry is not held valid by operation of law, notwithstanding the assignment of such rights in favor of the Viacom18, Participant(s)/Winner(s) hereby also grants an irrevocable, exclusive, sub-licensable, perpetual license to the Viacom18 for such future medium or mode of exploitation of the Materials including the text and/or any part thereof of the Entry as may be developed in the future, for the entire world. Notwithstanding the foregoing, the Participant(s)/Winner(s) hereby agrees that the Participant(s)/Winner(s) shall not assign or in any other manner transfer the Materials including the text and/or any part thereof of the Entry for such means and modes of Exploitation of the Materials including the text and/or any part thereof of the Entry, which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to Viacom18 without offering for assignment such modes or means of Exploitation of the Materials including the text and/or any part thereof of the Entry for the entire world and perpetuity to Viacom18 ('Offer'). The Participant(s)/Winner(s), agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of Exploitation of the Materials including the text and/or any part thereof of the Entry to any third party in breach of the such obligation herein, anywhere in the world shall be null and void. Further, Viacom18 may Exploit the Materials including the text and/or any part thereof of the Entry at any time it chooses, and it is expressly agreed by the parties that Section 19(4) of the Indian Copyright Act, 1957 does not apply to this Terms and Conditions. The Participant(s)/Winner(s) waves off his "Moral

Rights" with respect to the Entry including the text and/or any part thereof as required.

9. The Winner(s) cannot exchange the Prize for another item of any nature. If the Winner(s) refuses to accept the Prize awarded to them, the Channel and/or Viacom18 shall be released from all obligations towards the Winner(s) in connection to the Prize won by the Winner(s). Further, after forfeiting the Prize, Viacom18 and/or the Channel shall be entitled to randomly select and declare another Winner(s), as it deems fit, and award the Prize, to that Winner(s).
10. Any and all taxes and/or levies applicable under the laws of India shall be borne by the Winner(s) in relation to the Prize.
12. By participating in the Contest, it shall be deemed to be construed that the Participant(s)/Winner(s) has waived his/her right to raise a dispute in connection to the Prize so awarded to the Participant(s) upon winning the Contest.
13. By participating in the Contest, it shall be construed that the Participant(s) has agreed that the Participant(s) shall hold harmless Viacom18, its employees, officers or any other person in relation to any injury/damage/harm/loss suffered by the Participant(s), in any manner, whatsoever in connection with the Contest and/or the Prize and that the Participant(s) has waived all rights to file in person or through any family member or third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Channel and/or Viacom18 to claim any damages or reliefs or otherwise.
14. The Winner(s) agrees that if due to any reason, whatsoever, beyond the control of the Channel and/or Viacom18, the Prize and/or anything in connection to the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, the Channel and/or Viacom18 cannot be held responsible for the same.
15. The Channel and/or Viacom18 is 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 Winner(s) in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or Prize.
16. Employees of the Channel or Viacom18, and the members of their immediate family, persons with criminal convictions, persons other than citizens of India, are ineligible to enter the Contest.

17. The Participant(s) agrees to all the decision(s) made by Viacom18 and/or the Channel that all the decision shall be final and binding upon them.
18. Viacom18 and/or the Channel reserve the right to forfeit the Prize in the event it is found by Viacom18 and/or the Channel that any information provided by the Participant(s) or the Winner(s) is wrong or any misrepresentation is made by the Participant(s) or the Winner(s). Viacom18 or the Channel shall have the right to declare another Participant(s) as the Winner(s) of the Contest and transfer the Prize to that person.
19. All Participant(s), the Winner(s), shall do any and all acts and execute any and all documents in such manner and at such location as may be required by the Channel and/or Viacom18 in its sole discretion to protect, perfect or enforce any of the rights granted or confirmed to Viacom18 and/or the Channel herein.
20. The participation of the Participant(s) in the Contest shall mean that the Participant(s) has read, understood, accepted and agrees to abide with all the rules including the General Rules of the Contest.
21. The Participant(s) shall comply with the laws of India.
22. The Contest shall be governed by the laws of India.
23. The terms of this rules and regulations shall be construed in accordance with the laws of India and incase of any dispute or other matter arising in reference to the Contest shall be referred to a sole arbitrator appointed by Viacom18 and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participant(s) who has raised the dispute.
24. Subject to rule 23, only the courts in Mumbai shall have the sole and exclusive jurisdiction to decide on any dispute relating to the Contest.