

## **“RumZum NavratriContest” Rules And Regulations**

The following are the rules for "RumZum Navratri Contest" ("**Contest**") which will be held during the program "RumZum Norta" ("**Program**") which shall be aired on ColorsGujarati ("**Channel**"). These Rules set forth the terms of the agreement between Prism TV Private Limited ("**Company**"), and each participant in India who participates in the Contest.

By entering the Contest, the entrant ("**Participant(s)**") unconditionally accepts and agrees to comply with and abide by the terms and conditions herein ("**Terms**"). The decisions of Company for all matters relating to the Contest shall be final and binding in all respects.

### **(I) PARTICIPANT'S ELIGIBILITY**

- A. The Contest is open only to the citizens of India who residents of Gujarat ("**Territory**") and are 18 years and above as on October 13, 2015.
- B. Participants should provide all the required information, which has been asked from them. Any incomplete submission will be considered invalid for the purpose of the Contest.
- C. The Contest is not open to the permanent and/or contract employees and directors of the Company, its parent, subsidiary and affiliated companies, advertising and promotion agencies (collectively, "**Prism Entities**") and each of their immediate family members are not eligible to enter the Contest and (ii) advertising and promotion agencies, suppliers of prizes, and/or entities connected with the Program or for the promotion of the Contest (collectively, "**Sponsors**").

### **(II) CONTEST PROCEDURE**

- A. The Contest shall be held 9 days from October 14, 2015 and shall continue until October 21, 2015, during the airing of the Program i.e. between 10 pm to 12:30 am (hereinafter referred to as "**Contest Period**") (each day of such Contest Period shall be treated as the '**Contest Date**').
- B. **Medium for participating in the Contest:** The Participants can participate in the Contest through Short Messaging Service (SMS) only.
- C. On each Contest Date during the Contest Period, one (1) question each shall be asked during the telecast of the Program. The Participants shall be given 2 (two) options i.e. options A and B as answers to the questions. The Participants are required to send the correct option/answer via SMS during the airing of the Program i.e. between 10 pm to 12:30 am (hereinafter referred to as "**Due Date(s)**").

- D. The Participant shall be required to send an SMS with the correct answer along with the code "RZN" in the format as:RZN<SPACE> [A or B]to **56060**by the respective Due Dates.
- E. Thisshortcode**56060**,is available only in select circles and available across select telecom operators only. Such telecom operators are set out in Annexure A. The Company/Channel reserves the rights to add/ delete/ modify the modes of participation in the Contest and also the operators/ partners who support these platforms. Participant should check with their respective telecom operators for the availability of this service and the cost of the each SMS.
- F. The Company shall not be responsible in case of any network problems such as breakdown of machinery, unclear network, disruption in the network and/or the cost of the SMS charged by the telecom operator. Any dispute in connection to the same shall be settled between the Participant(s) and the telecom operator without involving the Company.
- G. In case of telecom and/or network failure, the Company reserves the right to change the Contest mechanism or take such necessary steps as it may deem fit.
- H. All entries via SMS shall have to be sent in the abovementioned format only and if sent in a format other than that mentioned above, the same shall not be considered as valid and as such, shall not be included in the tabulation of votes received. Also, if the Code sent by any of the Participants is incorrect/ incomplete/ invalid, it shall not be counted as a valid vote; however the same shall be chargeable.
- I. The cost of the SMS is decided at the sole discretion of the respective telecom operators and may vary across telecom operators. Cost of each SMS (valid and invalid) shall be uptoRs. 3/-. Participant(s) is required to check with his or her respective cellular/ mobile operator for details regarding the same. The cost of SMS and all other incidental costs, if any, that may arise from voting for a contestant will be borne by the Participant(s) and the Company shall not be liable to bear the same in any event in any manner.
- J. The Participant may, get a reply once his / her answer has been registered at the back-end. The Participant shall hold the Company / Channel / sub-contractors harmless in case the response message has not been received by him. The Participant shall also hold the Company / Channel and / or its sub-contractors harmless in case of receipt of the response message despite the Participant being registered for National – Do Not Disturb service.
- K. Post submission of the entry via SMS, the Participant(s) will not be permitted to modify / alter / change any details.
- L. A reasonable level of skill is required for participating in the Contest. Participants may send multiple entries from one registered number but only entries received during the Due Datementioned aboveon the Contest Date shall be considered valid. Participants may participate on any or all of the Contest Date/s and participation on any one of the Contest Date does not disqualify the Participant from participating on the other Contest Date/s.

(III) **SELECTION PROCESS**

- A. After each Due Date, Company will select ten(10) winners from the entries of each Contest Date as daily winners, determined in its sole discretion, from among the participant(s) who have sent correct and proper entries on on any of the Contest Date (**'Daily Winner(s)'**). In the event that the Company is of the opinion that none of the entries are eligible to be selected, then the Company may exercise its discretion not to select any participant.
- B. The Company reserves the right to disqualify any Participant(s) from participating in the Contest without assigning any reason. The decision of the Company in this regard shall be final and binding upon the Participant(s).
- C. Such Daily Winner(s) of each Contest Date(s) shall be contacted over telephone by Mr. Sohan Master, the famous host of the show, viz. Daily Bonus, Mr. Sohan Master (**"the Artist"**), on the next day of the Contest Date during the telecast of the Program i.e. the 10 Daily Winner(s) of the Contest Date viz. October 14, 2015 shall be contacted on October 15, 2015 during the telecast of the Program. Such Daily Winner(s) will be able to have a small chat with the Artist (**"Daily Prize"**).
- D. At the end of the Contest Period, the Channel shall select 2 winners from amongst all the Participants who have sent correct and proper entries during the Contest Period i.e. on any or all of the Contest Date/s (**"Winner(s)"**). Even the Daily Winner(s) stand a chance to be the Winner(s). Each such Winner will become eligible for participating in one of the episodes of the famous reality show of the Channel viz. Daily Bonus (**"Prize"**). The same may be claimed by the Winners subject to the terms and conditions as specified below for the Prize. Such 2 Winner(s) shall be declared by the Channel on October 22, 2015 during the telecast of the Program.
- E. A participant once chosen as a Winner will be entitled to only one Prize. Mere participation in the Contest does not entitle the participant to win a prize. The Participant(s) in whose name the mobile number (from which the SMS is sent) is registered with a network operator shall be deemed to have sent the entries(s).
- F. The Daily Winner(s) and Winner(s) will be contacted by the Company via the registered phone number, through which the correct answers were given, after the tabulation of all the entries of a particular Contest Date and the Contest Period (in case of selecting the Winner(s)) is complete and the Daily Winner(s) and the Winner(s) are selected by the Company. The Winner(s) shall furnish his/her name, contact information and other information including but not limited to PAN Number as sought by the Company. In the event that the Company is unable to successfully contact the selected Daily Winner(s) or Winners within a reasonable time of such selection, alternative winner(s) will be selected.

- G. If the Winner/s are unable to or do not claim the Prize for any reason whatsoever, he/she shall be deemed to have withdrawn from the Contest and his/her right to claim the Prize shall stand forfeited.
- H. All decisions of the Company shall not be subject to any appeal of any nature whatsoever. Entry in the Contest shall be construed that the Participant has waived his/her right to dispute any decision(s) made by Company.
- I. Each participant consents that it has no objection in the Company/Channel using the information supplied by the Participants, to the extent possible under any applicable laws of India, in any media for further promotional, marketing and publicity purposes without any further payment or other compensation to the participant by the Company and its affiliates.
- J. The Winners shall not in any circumstances make any claims against the Company or against the Prism Entities arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to the Daily Winner(s) and Winner(s) participation or non-participation in the Contest or any related activity. If any Daily Winner(s) and/or Winner(s) is found to be ineligible, or if he or she has not complied with these terms and conditions, the corresponding entry will not be considered further.
- K. If the Company so elects, Daily Winner(s) and/or Winner will be required to submit to a confidential background check to confirm eligibility and help ensure that the Daily Winner(s) and Winner(s) will not bring the Company or its affiliates, group companies etc. into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Company as determined in their sole discretion.
- L. Any and all ancillary costs and expenses, direct and/or indirect, in relation to the Daily Prize and/or Prize including but not limited to the travelling costs, boarding, lodging, call charges (if applicable), gift tax or such other taxes, shall be borne by the Daily Winner(s) and the Winner(s) respectively and the Channel and/or Company shall not be responsible in any manner whatsoever for the same.

#### **(IV) TERMS AND CONDITIONS FOR THE PRIZE**

- A. The Winners of the Contest will be provided with the following:
  - (1) The Prize is given to the Winner(s) at the discretion of the Company.
  - (2) The Winner(s) shall be eligible to participate and feature in one of the episode of the famous reality show of the Channel viz. Daily Bonus.
  - (4) The Company and its affiliates, group companies etc. are not liable for any defect in the Prize and makes no representation and/or warranty regarding the Prize other than those given in these Terms and Conditions and hereby expressly disclaims all other warranties,

express or implied including but not limited to any implied warranty or merchantability or fitness of the Prize for a particular purpose.

(V) **LIMITATIONS OF LIABILITY:** BY ENTERING THE CONTEST, EACH PARTICIPANT ACKNOWLEDGES AND AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED AND ASSOCIATED WITH ENTERING THE CONTEST (IF ANY), NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL COMPANY AND/OR COMPANY ENTITIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER DIRECT OR INDIRECT, ARISING IN ANY WAY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

(VI) **GENERAL TERMS:**

- A. The viewer(s) interested in participating in the Contest must be above the age of 18 years and a citizen of India (as per the Income Tax Act, 1961). The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.
- B. The Participants acknowledge that they do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Contest.
- C. Proof of age, if requested, of the Participant(s), Winner(s) and/or Daily Winner(s) must be submitted to the Company (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate).
- D. The Company reserves all rights to make amendments to the existing rules and regulations or withdraw or suspend the Contest without giving prior notice for any reason whatsoever. It shall be the sole responsibility of the viewer(s)/ Participant(s) to check and be updated about the rules and regulations of the Contest on the website of the Channel viz. [www.colorsgujarati.com](http://www.colorsgujarati.com) and on the Facebook page of the Channel. By participating in the Contest, it shall be deemed that the Participant has read, understood and agrees to these rules and regulations as contained herein or as amended, from time to time.
- E. Non-conformance by the Participant(s) to any and all the rules will make such Participant's entry(ies) null and void. Also the Contest is void where prohibited or restricted by law.

- F. The Participant(s) shall hold harmless the Company, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant(s), in any manner whatsoever, whether in contract, tort (including negligence) or otherwise in connection with the Contest and/or the Prize and waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
- G. Each participant hereby acknowledges and agrees that the relationship between the Participant and the Company and its affiliated companies is not a confidential, fiduciary, or other special relationship.
- H. Each Participant hereby agrees to be bound by the Terms and/or by any subsequent revisions of the Terms and Conditions ("Revised Terms"). The Company reserves the right to amend, add or delete any of the Terms and Conditions at its sole and absolute discretion without further notice. The Revised Terms (if any) shall supersede all prior terms.
- I. If the Winner does not claim the Prize within the said period of time after notification to the Winner, then the Winner shall be deemed to have withdrawn from the contest and his right to claim the Prize shall stand forfeited.
- J. By entering the Contest, the Participant grants Company and their affiliated companies unlimited use of his or her name, address, voice, photograph, statements and/or likeness in any and all media without remuneration throughout the world in perpetuity for the purpose of publicity and/or advertising, to the extent possible as under the applicable laws of India.
- K. The Company shall not be responsible to pay for any taxes, duties, charges, license fees, insurance and/or levies applicable under the laws of India, in relation to the Prize and the same, if applicable, shall be solely borne by the Winner.
- L. Neither the Company nor their employees have given any guarantee and/or warranty regarding quality, brand, value, durability etc. of the Prize. The Company and its affiliates, group companies etc. are not liable for any defect in the Prize and makes no representation and/or warranty regarding the Prize other than those given in these Terms and Conditions and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty or merchantability or fitness of the Prize for a particular purpose. Neither the Company nor their employees shall be responsible and/or liable for any reason whatsoever in connection thereto.
- M. By providing any personal information to the Company entering the Contest, each Participant thereby waives his or her privacy rights and/or any privacy expectations

they have with respect to the use of their likeness or personal information furnished by them. If a Participant does not wish to have his or her information and/or likeness viewed by or disclosed to others, he or she should not enter the Contest,

- N. The Daily Winner(s) and the Winner(s) agrees that if due to any reason, whatsoever, beyond the control of the Company, the Daily Prize, the Prize and/or anything in connection to the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, the Company cannot be held responsible and/or liable for the same.
- O. The Company 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 Participants and/or Daily Winner(s) and/or the Winner(s) in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or Daily Prize and/or Prize.
- P. The Company reserves the right to forfeit the Daily Prize and/or the Prize in the event it is found by the Company that any information provided by the Participant(s) and/or the Daily Winner(s) and/or the Winner(s) is wrong, fraudulent or any misrepresentation is made by the Participant(s) and/or the Daily Winner(s) and/or the Winner(s). The Company shall have the right to declare another Participant(s) as the Daily Winner(s) and/or the Winner(s) of the Contest and transfer the Prize to that person.
- Q. By entering the Contest, each Participant expressly agrees that his or her personal data supplied may be used by the Company and/or the Prism Entities for the purposes of marketing the products and/or services of the Company and/or Prism Entities and that certain offers and information on such products and/or services may be sent to the Participant(s) from time to time.
- R. The Daily Winner(s) and the Winner(s) of the Contest agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to such Daily Winner(s) and the Winner(s). Further, the Daily Winner(s) and the Winner(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Daily Winner(s) and the Winner(s) agrees that the footage of any nature with regard to the Daily Winner(s) and the Winner(s) shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- S. By participating in the Contest, it shall be construed that the Participant(s) and the Daily Winner(s) and the Winner(s) has waived his/her right to raise any dispute with regard to the Contest and/or the Daily Prize and/or Prize, in any manner whatsoever.

- T. All and any incidental costs direct and/or indirect, in relation to the Daily Prize and/or Prize, shall be borne by the Daily Winner(s) and the Winner(s) respectively and in no manner whatsoever shall the Company, be responsible or liable for the same in any manner whatsoever.
  
- U. These rules and regulations shall be construed and governed in accordance with the laws of India and the courts at Hyderabad, India shall have the exclusive jurisdiction in case of any dispute or other matter arising in reference to the Contest and/or the Prize.

**Annexure A - List of operators**

List of Telecom
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<b>Operators</b>
Aircel
Airtel
BSNL
Tata Docomo
Idea
Loop
Reliance
TataIndicom
Vodafone