

## TERMS & CONDITIONS

### Spot The Imaginary Friend Contest ("Contest")

1. This Contest is organized by Viacom18 Media Pvt. Ltd. ("**Organizer**") and is open to all individual participant (the "**Participant(s)**") who shall as on 19<sup>th</sup> May 2024:
  - a. have a valid proof Indian citizenship;
  - b. be permanent residents of India;
  - c. be viewers of the channels "**Nick**", "**Nick Jr. India**", "**Nick HD Plus**", "**Sonic**" ("**Channels**");
  - d. Shall be of age between 4 years to 17 Years
  
2. Participation by minors will be deemed as participation with the prior unconditional consent and knowledge of the Participant's parents/guardian. It is made abundantly and evidently clear that such Participants are participating in the Contest with the consent and assistance of their parents/guardians. Accordingly, the Participants shall provide all the necessary documents/proof as required by the Organizer upon its request in this regard. The validity of such proof shall be determined by Organizer at its own discretion. All the Terms and Conditions, Rules applicable on Participants/Shortlisted Participant/Winner shall deemed to also apply on the parents/guardians of such Participants/Shortlisted Participant/Winner.
  
3. The Contest shall commence on 13<sup>th</sup> May 2024, at 08:00 A.M. and shall conclude on 19<sup>th</sup> May 2024, at 08:00 P.M. or on such date as decided by the Organizer ("**Contest Period**"). The Organizer reserves the right to vary, postpone and/ or re-schedule the date(s) of the Contest or extend the Contest Period at its sole discretion. Any Contest Entry received after the Contest Period shall not be entertained and shall be considered ineligible for the Contest.
  
4. **Mode(s) of Participation:** A Participant may participate in the Contest by following the below steps, during the Contest Period (defined below):
  - 4.1. To participate in the Contest, the Participant needs to make a valid contest entry (defined below) during the Contest Period. The contest entry shall be made by doing all of the below mentioned acts ("**Contest Entry**"):
    - 4.1.1. spot identify and click a picture of a 'Imaginary Friend' from aston on the on-air content on 'Nick HD+ Channel by the Organizer during the Contest Period; and
    - 4.1.2. upload the picture of a 'Imaginary Friend' from aston on the on-air content on 'Nick' Channel during the Contest Period on the official Contest page on [www.nickindia.com](http://www.nickindia.com)
  - 4.2. A Contest Entry will be considered as valid only if it has been submitted as per the instructions provided in clause 4 (1) above.
  
5. By participating in the Contest, the Participant agree to be bound by any rules, regulations, guidelines or policies ("**Rules**") associated with the Contest and agree to be bound by any decisions made by the Organizer, including any interpretations of such Rules by the Organizer.
  
6. **Specific Representations and Warranties**

Each Participant represents and warrants that:

  - a. his/her participation is voluntary with his/her own free will and consent and is not forced to participate in this Contest;
  - b. all the personal information, detail, statement provided to the Organizer are true, correct, accurate and complete.
  - c. he/she shall not use multiple Personal Platform Account for participation in the Contest.
  - d. he/she, have read and accepted these Terms and Conditions.
  - e. that he/she will comply with all the Rules associated with the Contest including but not limited to the Terms & Conditions mentioned herein and such other rules and regulations set out

- therein and also set out by any third party platforms including Instagram/ Facebook which the Participant by virtue of participation in this Contest is bound by and agree to be bound by any decisions made by the Organizer, including any interpretations of such Rules by the Organizer and associated with the Gratification (if applicable), and the Participant shall be liable for any breaches/violation/non-compliance.
- f. the Contest Entry is and will be in adherence and compliance to all the, rules, terms, policy as set out herein, and as published on Contest Post, along with any additions, modifications, renewals, revisions to the same that may come into existence in the future.
  - g. the Contest Entry provided by the Participant shall not defame/offend any person, sect, cast, etc. it shall not be obscene, vulgar, defaming, denigrating women, offensive/insensitive to animals, pets and/or to any person/human (whether living or dead), artist, celebrity or children, hurting religious/moral/social/political sentiments, depicting violence, or against the morality/public policy of India or/and the internal policies of the Organizer.
  - h. that the Contest Entry(s) shall be suitable for presentation in a public forum, in sole determination of the Organizer.
  - i. Contest Entry shall not promote or advertise or tag any product(s), service(s) or brand(s).
  - j. Contest Entry(s) shall not contain content that depicts alcohol or tobacco or drugs or anything illegal. Contest Entry(s) shall not in any manner depict or encourage harm or injury to any person, party, animal.
  - k. he/she shall not without the prior written consent from the Organizer publish or disclose any information in connection with the Contest or Prize, including without limitation to any representatives of media in any form whatsoever.
  - l. The Participant will be solely responsible and liable to ensure that any and all comments, replies, reposts, made to their respective Contest Entry by any third Party (except the Organizer), is in compliance and adherence with these Terms and Conditions applicable on the Contest Entry.
7. In the event of any violation/breach to any of the aforementioned representation and warranties and any other term or condition, the Participant(s) shall at the discretion of the Organizer be disqualified from the Contest with immediate effect. The Organizer reserves the right to delete/remove any Contest Entry that violates these Terms and Conditions. By participating in the Contest, the Participant also agrees, represents and warrants that they shall solely be liable for any and all actions (criminal/civil), claims arising therefrom and shall also be liable to indemnify the Organizer, its affiliate and group companies and their respective officers directors, employees, partners of the Organizer for any loss, expense, liability, claim, dispute, disrepute, disruption caused to any of them, including attorney fees. The Organizer reserves the right to disqualify the Participants at its own discretion, if they are found to be in breach of the Terms and Conditions.
  8. The Terms and Conditions of and in relation to this Contest as stated herein, is an electronic record in terms of Digital Personal Data Protection Act, 2023 and Information Technology Act, 2000, as may be updated from time to time ("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 and Organizer, that states the terms that govern the Participant's participation in the Contest. By making the Contest Entry, the Participant agrees to have read and understood the terms and conditions and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein.
  9. The Organizer reserves the right to disqualify the Participants immediately from the Contest if Participants have supplied untruthful, inaccurate, incorrect or misleading details and/or information, of any nature and/or have failed to abide by the Rules and/or are in breach of the terms hereof.
  10. **Selection of a Shortlisted Participant:** At any time after the Contest Period, the Organizer at its sole discretion shall evaluate and select 5 (five) Participants who have upload the picture of 'Imaginary Friend' from aston on the on-air content on 'Nick HD' Channel during the Contest

Period on the official Contest page on [www.nickindia.com](http://www.nickindia.com) , on first come basis, and followed all the rules of participation and this Contest ("**Shortlisted Contest Entry**"), as the shortlisted participants ("**Shortlisted Participants**") of the Contest. The Shortlisted Participants who have submitted these Shortlisted Contest Entry shall be selected for verification.

11. Organizer may at it's sole discretion reach out to such Shortlisted Participant for telephonic verification and further verification of documents at any time after the Contest Period. Participants hereby acknowledge and agree that the decision of the Organizers in this regard particularly with respect to the timelines for conducting the telephonic verification and document verification shall be final and binding and no questions shall be raised in this regard.
12. It is hereby clarified that in the event that the Organizer is of the opinion that none of the Contest Entry is eligible to be selected, then the Organizer may exercise its discretion not to select any participant as a Shortlisted Participant. The decision of the Organizer shall be final on this regard and no questions or communications shall be entertained in this regard.
13. **Verification:** the Shortlisted Participant hereby consent to receive communication regarding the Contest pursuant to the same Shortlisted Participants shall be contacted anytime by Organizer (at Organizer's sole discretion) on their e-mail id/contact number provided as determined by Organizer and such contacted Shortlisted Participant shall be required to immediately provide Organizer with such information (as asked for by the Organizer (including mobile number, e-mail address, residential address etc) and also the following documents immediately upon such request by Organizer: a) PAN card b) Proof of identity cum permanent address proof - Aadhar card / Election card/Passport/ permanent Driver's License c) copy of NOC/consent of guardian/parent d) Birth Certificate/Identify certificate from schools such other documents as may be required by the Organizer from time to time, in such manner as required by Organizer. It is hereby clarified that information and documents shall pertain to such Participant only and not of any other person. Organizer reserves the right to disqualify a Participant/Shortlisted Participant at any time, if he/she does not or fails to provide the documents/details within the timelines required by Organizer for any reason whatsoever. For further clarity, information and documents shall pertain to the immediate family member who is within the age group of 4 years to 12 (twelve) years, on behalf of whom the Participant has participated in the Contest. For Participants above 12 (twelve) years of age and upto 14 (fourteen) years of age, information and documents shall pertain to such Participant only.
14. Upon successful verification of the documents submitted by the Shortlisted Participant to the satisfaction of the Organizer, Organizer shall consider such Shortlisted Participant as the winners ("**Winners**"). Thus, there will be a total of 5 (five) Winners for the entire Contest. The timelines for choosing and announcing the Winners shall be determined by Organizer at its sole discretion. The number of Winners shall be determined by Organizer at its sole discretion based on the quality of the participation/Contest Entry received for the Contest and Organizer's decision shall be final and binding. The announcement of the Winners shall be on such dates as might be determined by the Organizer at its discretion. Each such Winners shall be eligible for Gratification as detailed below as per mechanism and conditions laid down in this terms and conditions or otherwise stipulated by the Organizer from time to time. The Gratification will be distributed on such date and time as may be determined by the Organizer in its sole discretion.
15. There may be no direct communication to the Winner about their winning.
16. For sake of clarity, Shortlisted Participant will be not considered as final Winner(s) merely because he/she has been contacted by Organizer for verification or any other purpose.
17. Organizer reserves the right to disqualify a Participant/Shortlisted Participant/Winner at any time, if Organizer is of the opinion that the details and/or documents provided by the Shortlisted Participant/Winner is not to the Organizer's satisfaction. No questions or communications shall be entertained in this regard for any reason. Furthermore, the Organizer may at any time either

forfeit the Gratification or announce another Winner in place of the originally announced Winner if:

- (i) the documents or details of the Shortlisted Participant/Winner is not correct in the opinion of the Organizer; or
  - (ii) documents so required are incomplete, misleading or untrue; or
  - (iii) the Winner/Shortlisted Participant and their respective guardians, parents do not have valid documents as may be required for the purpose of the Gratification;
  - (iv) the Winner/Shortlisted Participant and respective guardians, do not sign the confidentiality, release letter or any other documents required, if any, by Organizer in relation to the Gratification; or
  - (v) if the Winner do not approach the Organizer at the contact details provided by the Organizer, immediately upon such request by Organizer.
18. To enable registration of a Participant and/or to make the Gratification available to the Winner, personally identifiable information which shall include without limitation name, complete address, date of birth, citizenship details, passport details, email address (as applicable), etc. of the Participant and/or Winner ("**Personal Information**") will be collected by the Organizer to enable the Organizer to administer and promote this Contest. If Participants/Winner do not provide all requested Personal Information, the Organizer may determine that such Participants/Winner are not eligible to win the Gratification in this Contest.
19. The Personal Information of the Participant/Winner shall be provided by the Organizer to the extent allowed by law, to others assisting the Organizer in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, prize suppliers, distributors, deliverers and service providers (as applicable).
20. If applicable, the parents/guardians of such Shortlisted Participant/Winner(s) may be required to sign the release form in the format required by the Organizer, for and on behalf of the Winner(s). Further, such Shortlisted Participant/Winner(s) shall be required to submit to the Organizer, a document evidencing the fact that his/her participation in the Contest was approved by and was subject to the prior unconditional consent and knowledge of his/her, parents/guardian.
21. **Gratification:** As gratification for this Contest, each Winner shall be eligible to win 2 (two) 'Imaginary Friends' Movie Tickets as per the sole discretion of Viacom18 . The announcement of gratification shall be on such timelines as determined by Organizer at its sole discretion.
22. Participants hereby acknowledge and agree that the decision of the Organizer in this regard particularly with respect to timelines for selecting and declaring the Winners and the manner of announcing the Winners shall be final and binding and no questions shall be raised in this regard.
23. Organizer shall have the sole right to determine which platform(s) the Contest Entry should be posted on. No questions or communications shall be entertained in this regard for any reason.
24. The Participants acknowledge that the Organizer shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Participant in participating in the Contest, and the Participant(s) shall be absolutely responsible and solely liable for the same.
25. The Gratification shall not be negotiable and/or redeemable for cash. No request shall be entertained by the Organizer in this behalf.
26. All costs and expenses that are not specifically covered by the Organizer and not set out herein shall be solely borne by the Winner and no monies will be reimbursed by the Organizer. Organizer takes no responsibility, liability to reimburse or compensate in any manner, towards the Winner's expenses including without limitation any expenses incurred towards travel, food, beverages and/or any other costs that may be incurred by the Winner, in any. The Organizer shall not be

responsible or liable in any manner whatsoever for any incident, accident that may occur during the course of the Winner's participation and/or otherwise in relation to the Contest.

27. The Participants agree that participation in the Contest does not entitle the Participant to any salary and/ or any other compensation from the Organizer.
28. Organizer has the right to edit/alter/modify the Contest Entry submitted by Participant in such manner as deemed fit by Organizer for the purpose of re-sharing /re-posting and to use/upload/post the Contest Entry throughout the world, in perpetuity, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to television, radio, print and electronic media, without further knowledge or consent of the Participant/Winner and without any compensation whatsoever. No communications, objections shall be entertained in this regard.
29. Mere participation in the Contest and making the Contest Entry does not entitle the Participants to win the Contest or the Gratification. The selection process may vary and shall be as per the Organizer's sole discretion. The Participants /Winner/Shortlisted Participant and/or any third party shall have no right to question the process of selection. The Organizer may determine the correctness, quality, creativity and validity of the Contest Entry and Organizer's assessment in this regard shall be final.
30. It is hereby clarified that the Organizer shall have the right, at its sole discretion, to change/modify/replace or omit the Gratification and the Winner shall not have the right to claim any damages or monies from the Organizer.
31. The Winner hereby represent and warrant that they will comply with all the Rules associated with the Contest including but not limited to the Terms & Conditions mentioned herein and associated with the Gratification, and that the Winner shall personally be liable for any breach thereto. Selection of a Participant as a Shortlisted Participant and/or Winner shall not relieve them of the Terms and Conditions applicable on Participants. For avoidance of doubt the Terms and Conditions shall be applicable on the Winner and Shortlisted Participants irrespective of the change in their status from a Participant to a Shortlisted Participant or Winner.
32. The Organizer shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the Contest Period or for any reasons beyond the control of the Organizer. Any dispute in connection to the same shall be settled between the Participant and the service provider without involving Organizer. The internet charges etc that may arise from participating in the Contest will be borne by the Participant. All incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant solely.
33. In the event of unforeseen circumstances beyond the control of the Organizer, and the Gratification not being made available to the Winner or the said Contest/ Gratification being cancelled, the Winner shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest, the Winner waive their right to make any such claims against the Organizer.
34. The Participants/Winner acknowledge that they do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Contest.
35. The Winner acknowledges that the Organizer 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 them including, either before, during or after availing the Gratification; or before, during or after the Contest and no such accident (etc.) will be attributed to the Organizer and the Organizer shall not

be held responsible for the same nor shall the Organizer be liable to indemnify or make good any claim being raised against it, for whatsoever nature.

36. Employees (including their immediate family) of the Organizer, its affiliates and associates and sponsors, are not permitted to participate in the Contest.
37. The Participants hereby agree and undertake that mere announcement/declaration of being announced as a Winner shall not entitle him/her to the Gratification. Only upon fulfilling all Rules mentioned herein, to the satisfaction of the Organizer, including compliance with all precautionary measures and agreeing to the terms of the release letter, shall the winning be validated. It is the Participants' / Winners' responsibility to ensure that their Personal Information is always updated and accurate in order to be able to receive the Gratification/ notification in time.
38. The Participants hereby agree and undertake that they 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 their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and the Organizer shall be entitled to take any/all actions against such Participants, as deemed fit by it.
39. The Organizer shall not be responsible for the quality or deficiency of the Gratification and no claim or request, whatsoever, in this respect shall be entertained by the Organizer.
40. It is clarified that the Winner/Participant shall, in no circumstance, have any rights or claims against the Organizer.
41. The Organizer is not responsible for any errors or omissions in the Terms & Conditions contained herein. All information provided in the Contest is provided "as is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Participants and/or the Winner and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
42. Under no circumstance, shall the Organizer and/or its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives be liable to the Participants and/or the Winner or any third party for any lost profits or lost opportunities, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Participants and the Winner specifically agree 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 the Organizer, its parents, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives to claim any damages or relief in connection with the Contest.
43. The Organizer may, at any time, at its discretion, suspend, cancel, postpone the Contest, change these Terms & Conditions, the Rules and/or the Gratification mentioned herein, without prior notice, and the Participants/Winner acknowledge that such change shall be final, binding and irrevocable upon them.
44. The Participants/ Winner acknowledge that they will not hold the Organizer and/or any of its affiliates or agencies engaged by it with regard to this Contest liable for any loss of opportunity and/or monetary loss due to their participation in the Contest.
45. By participating in the Contest and accepting the Gratification, the Participants and/or Winner waive all copyrights and any related rights. The Participant consents to the Organizer's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray them as the Winner/Participant and/or publish any Contest Entry, content submitted by them, feature them in video shoot/recording if any. The Participants and/or the Winner further grant irrevocable

consent to the Organizer in perpetuity to use, edit, exhibit, publish and/or exploit the aforementioned including the Contest Entry submitted by Participant in any and all applications 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 electronic media, at any time without the Participants' and/or Winners' further knowledge or consent and without any compensation whatsoever.

46. Any photographs, Contest Entry audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings (audio and video), content, materials, audio / video clips, bytes, etc. provided/uploaded/ submitted by the Participants for the purpose of this Contest ('Contest') shall upon creation /submission be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Organizer and shall become the property of Organizer and accordingly all intellectual property rights including copyrights as per the Copyright Act, 1957 and/or any other equivalent provision thereof under applicable laws, in the Content shall vest with the Organizer and Organizer shall have unfettered exploitation rights in and to the Content, through any and all modes and medium of exploitation, throughout the world in perpetuity. The Participant expressly agrees to his /her subsequent participation, if any being recorded and telecast as a part of the programs of Organizer or otherwise and/or for promotion of the programs and/or on a stand-alone basis, as required by Organizer through any mode, mediums and formats, whether existing now, or developed in future ("Recording") and all the all rights (including intellectual property rights) in and to such Recording shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Organizer.
47. The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is distinct and at all times severable from the rest of the Terms & Conditions.
48. No waiver of any rights by the Organizer will be taken as a waiver of any other rights it may have. For instance, if the Organizer waives its right to object to a particular breach of these terms and conditions by a Participant/Winner, it does not prevent the Organizer from objecting to any other breaches by that Participant/Winner and/or or any other /Participant/Winner.
49. The Contest shall be subject to the exclusive jurisdiction of competent Courts at Mumbai and the law applicable shall be Indian Law.

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**"THIS SPACE HAS BEEN INTENTIONALLY KEPT BLANK"**