

**RULES & REGULATIONS GOVERNING PARTICIPATION IN KAUN BANEGA
CROREPATI - MOUNTAIN DEW WEEK OF COURAGE**

A. CONTEST DESCRIPTION:

"Kaun Banega Crorepati - Mountain Dew Week of Courage" is a skill based online quiz contest ("**Contest**") organized as a part of the show "Kaun Banega Crorepati" which is being produced by and broadcasted by Culver Max Entertainment Private Limited ("**Broadcaster**") for initial exhibition on the channel Sony Entertainment Television ("**Channel**") and which is being hosted by PepsiCo India Holdings Pvt. Ltd. ("**Company**") and can be played on WhatsApp mobile application.

DEFINITIONS:

For the purposes of the Rules & Regulations, the expressions used as shown herein-under shall have the meaning ascribed to them as shown herein-below:

- a. "Auditions": means the ground or online auditions held on certain dates and cities as informed to the selected Contestant(s).
- b. "Company" means "PepsiCo India Holdings Pvt. Ltd."
- c. "Contestant": The Auditionee(s), Participant(s), Back-up Participant(s), Hot Seat Contestant(s) all collectively referred to as "Contestant(s)".
- d. "Kaun Banega Crorepati - Mountain Dew Week of Courage" or "Contest" means the general knowledge based online quiz contest which will be played by the Participant on WhatsApp in accordance with the Rules & Regulations available on the PepsiCo India Holdings Pvt. Ltd. website, SonyLiv Application and SonyLiv website.
- e. "Broadcaster" or "CMEPL" means Culver Max Entertainment Private Limited.
- f. "Participant(s)" means any person(s) who registers and / or participates in the Contest on WhatsApp and who (i) is above eighteen (18) years of age as on August 01, 2024; (ii) is a citizen of India residing in India, except resident of Tamil Nadu (iii) is of sound mind and health and (iv) agrees to enter into and participate in the Contest in accordance with the Rules and Regulations as defined in this document.
- g. "Personal Information" means any information that relates to a specific person and can be used to identify the particular individual, including but not limited to mobile number, name, age, gender, Email ID, home address, city, telephone and fax numbers, education and occupation.
- h. "**Reservation Criteria**" means a pre-defined criteria used by the Broadcaster to shortlist the Contestants for the Show. The criteria is decided as per the Broadcast Audience Research Council India viewership data for All India markets for 'Sony Entertainment Television' channel over a period of 1st Aug - 30th Sept2024. The rules regarding the selection and all the decisions on the same will be taken solely by the Broadcaster.
- i. "Rules & Regulations" means these rules and regulations governing the Contest, as stated herein in entirety and as may be amended by the Broadcaster and/or the Company from time to time;

- j. "Show" means the television series titled "*Kaun Banega Crorepati – Season 16*" produced by CMEPL and telecasted on its channel SET;
- k. "Stipulated Time" for the purposes of the Contest shall mean the period until which the Company permits a Participant to answer any question forming part of the Contest; The Stipulated Time of a particular question is from 00:00:00 (midnight) of the day on which such question is displayed on WhatsApp to 23:59:59 PM of the same day.
- l. "WhatsApp means the Company's platform accessible as an application and through which registrations for the Contest will be conducted by the Company.
- m. "Week of Courage Winners" or "WOC" shall mean the Kaun Banega Crorepati - Mountain Dew Week of Courage winners, or any other winners as may be determined by the Broadcaster and/or Company in terms of the Rules & Regulations, for Episodes 61 to 65 (tentative), to be tentatively telecasted from 4th to 8th November, 2024.

B. ELIGIBILITY CRITERIA

In order to participate in the Contest, all the following conditions need to be fulfilled:

- individuals should have registered and / or participated in the Contest via the WhatsApp only; and
- individuals should be above eighteen (18) years of age as on August 01, 2024;
- individual should be a citizen of India residing in India, except Tamil Nadu;
- individual should be of sound mind and health; and
- such individual agrees to enter into and participate in the Contest in accordance with the Rules and Regulations as defined in this document.

C. PROCEDURE TO PARTICIPATE IN THE CONTEST:

1) Participation

Eligible Participants can participate in the Contest by scanning the QR code found on the Mountain Dew product packaging offered by the Company. The code will direct you to the Company's WhatsApp chat window of the Contest where you will be prompted to accept the Rules and Regulations and fill the registration details. The Contest will be available for registration for 9 weeks from August 01, 2024, to September 30, 2024. The detailed registration schedule is as follows:

Week	Question	Details	Lines open		Lines close	
			Date	Time	Date	Time
1	1	General	01-Aug-24	00:00:00	02-Aug-24	23:59:59
	2	General	02-Aug-24	00:00:00	03-Aug-24	23:59:59
	3	General	03-Aug-24	00:00:00	04-Aug-24	23:59:59

	4	General	04-Aug-24	00:00:00	05-Aug-24	23:59:59
	5	General	05-Aug-24	00:00:00	06-Aug-24	23:59:59
2	1	General	06-Aug-24	00:00:00	07-Aug-24	23:59:59
	2	General	07-Aug-24	00:00:00	08-Aug-24	23:59:59
	3	General	08-Aug-24	00:00:00	09-Aug-24	23:59:59
	4	General	09-Aug-24	00:00:00	10-Aug-24	23:59:59
	5	General	10-Aug-24	00:00:00	11-Aug-24	23:59:59
	6	General	11-Aug-24	00:00:00	12-Aug-24	23:59:59
	7	General	12-Aug-24	00:00:00	13-Aug-24	23:59:59
3	1	General	13-Aug-24	00:00:00	14-Aug-24	23:59:59
	2	General	14-Aug-24	00:00:00	15-Aug-24	23:59:59
	3	General	15-Aug-24	00:00:00	16-Aug-24	23:59:59
	4	General	16-Aug-24	00:00:00	17-Aug-24	23:59:59
	5	General	17-Aug-24	00:00:00	18-Aug-24	23:59:59
	6	General	18-Aug-24	00:00:00	19-Aug-24	23:59:59
	7	General	19-Aug-24	00:00:00	20-Aug-24	23:59:59
4	1	General	20-Aug-24	00:00:00	21-Aug-24	23:59:59
	2	General	21-Aug-24	00:00:00	22-Aug-24	23:59:59
	3	General	22-Aug-24	00:00:00	23-Aug-24	23:59:59
	4	General	23-Aug-24	00:00:00	24-Aug-24	23:59:59
	5	General	24-Aug-24	00:00:00	25-Aug-24	23:59:59
	6	General	25-Aug-24	00:00:00	26-Aug-24	23:59:59
	7	General	26-Aug-24	00:00:00	27-Aug-24	23:59:59
5	1	General	27-Aug-24	00:00:00	28-Aug-24	23:59:59
	2	General	28-Aug-24	00:00:00	29-Aug-24	23:59:59
	3	General	29-Aug-24	00:00:00	30-Aug-24	23:59:59
	4	General	30-Aug-24	00:00:00	31-Aug-24	23:59:59
	5	General	31-Aug-24	00:00:00	01-Sep-24	23:59:59
	6	General	01-Sep-24	00:00:00	02-Sep-24	23:59:59
	7	General	02-Sep-24	00:00:00	03-Sep-24	23:59:59
6	1	General	03-Sep-24	00:00:00	04-Sep-24	23:59:59
	2	General	04-Sep-24	00:00:00	05-Sep-24	23:59:59
	3	General	05-Sep-24	00:00:00	06-Sep-24	23:59:59
	4	General	06-Sep-24	00:00:00	07-Sep-24	23:59:59
	5	General	07-Sep-24	00:00:00	08-Sep-24	23:59:59
	6	General	08-Sep-24	00:00:00	09-Sep-24	23:59:59
	7	General	09-Sep-24	00:00:00	10-Sep-24	23:59:59
7	1	General	10-Sep-24	00:00:00	11-Sep-24	23:59:59
	2	General	11-Sep-24	00:00:00	12-Sep-24	23:59:59
	3	General	12-Sep-24	00:00:00	13-Sep-24	23:59:59
	4	General	13-Sep-24	00:00:00	14-Sep-24	23:59:59
	5	General	14-Sep-24	00:00:00	15-Sep-24	23:59:59

	6	General	15-Sep-24	00:00:00	16-Sep-24	23:59:59
	7	General	16-Sep-24	00:00:00	17-Sep-24	23:59:59
8	1	General	17-Sep-24	00:00:00	18-Sep-24	23:59:59
	2	General	18-Sep-24	00:00:00	19-Sep-24	23:59:59
	3	General	19-Sep-24	00:00:00	20-Sep-24	23:59:59
	4	General	20-Sep-24	00:00:00	21-Sep-24	23:59:59
	5	General	21-Sep-24	00:00:00	22-Sep-24	23:59:59
	6	General	22-Sep-24	00:00:00	23-Sep-24	23:59:59
	7	General	23-Sep-24	00:00:00	24-Sep-24	23:59:59
9	1	General	24-Sep-24	00:00:00	25-Sep-24	23:59:59
	2	General	25-Sep-24	00:00:00	26-Sep-24	23:59:59
	3	General	26-Sep-24	00:00:00	27-Sep-24	23:59:59
	4	General	27-Sep-24	00:00:00	28-Sep-24	23:59:59
	5	General	28-Sep-24	00:00:00	29-Sep-24	23:59:59
	6	General	29-Sep-24	00:00:00	30-Sep-24	23:59:59
	7	General	30-Sep-24	00:00:00	01-Oct-24	23:59:59

- a) The above-mentioned schedule could be added to, modified or cancelled based on programming/ technical requirements of Broadcaster and/or Company or in the event the Show is for any reason rescheduled, extended, cancelled or terminated early, at the sole discretion of the Broadcaster.
- b) The mobile number from which the registration is received will be used to identify the Participant as a unique identification number. We urge Participants to use numbers where they would be clearly identified as the Participant of the Contest. It must be noted that the unique identification number can be used once only.
- c) Any entry for participation in the Contest is not transferrable.
- d) The Participant may be required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e., one original and attested photocopies of either (i) passport/driving license or (ii) PAN Card along with birth certificate and ration card or (iii) voter identity card with birth certificate (iv) UID/Aadhar Card (v) Recent copy of the phone bill used to register for the Show (“**Personal Details**”).
- e) The Broadcaster and/or Company has the right at any time to require proof of identity and/or eligibility. The failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within the time as stipulated in the Rules & Regulations or upon request by the Broadcaster and/or Company may result in disqualification. The Company and/or the Broadcaster also reserves the right to disqualify a Participant in case where a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Company and/or the Broadcaster or any of the Company’s or Broadcaster’s sub-contractors and vendors in the Contest, and/or in the information stated in the documents furnished by the Participant or at any time.
- f) The Company and/or Broadcaster may, at its discretion, contact the Participant(s), if required, for any clarifications needed for the information provided when contacted by the Company and/or Broadcaster.
- g) All personal details and information requested by and supplied to the Broadcaster and/or Company by each Participant must be truthful, accurate and in no way misleading. The

Company and/or the Broadcaster reserves the right to disqualify any Participant(s) from the Contest at its sole discretion, should the Participant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.

- h) The Personal Information being collected hereunder by the Broadcaster and/or Company shall be used solely for the purpose of verification of the Participant and for the purpose of the Contest.

2) **Steps for Registration**

- a) Scan the QR code that is displayed on the Mountain Dew bottles periodically when the CFE lines are open.
- b) The scanned QR code will direct the Participant to the WhatsApp chat window, where there will be an auto filled text on the text box as “KBC Promo.”
- c) Press submit button
- d) Once submitted, Participants will need to click on the link to watch the “Instruction to participate.”
- e) Read and accept the Rules and Regulations.
- f) Enter the “Promo Code” available on the Montaine Dew bottle.
- g) Enter your “Name.”
- h) Choose your age in completed years as on August 01, 2024
- i) Choose your gender.
- j) Choose your area of residence as per the options provided (you should have documented proof for your address).
- k) Choose your occupation.
- l) Choose your education.
- m) Choose your answer option (A/B/C/D) for the general knowledge-based question to complete the registration process.

3) **Charges for participation in the Contest**

- a) The WhatsApp application download and participation in the Contest are free of cost, however data charges may apply. For further details please contact your telecom operator. The Company and/or Broadcaster will not be responsible for any charges and/ or surges in network or its connectivity in any manner, irrespective of the network being used.
- b) Please check with your telecom operator for any other applicable charges. In case any user registers while roaming in a different circle/zone/country, additional roaming rates may apply. Please contact your telecom operator for applicable rates.
- c) There is no levy of an entry fee for participation in the Contest. Any person who claims to be from the Broadcaster or the Company and asks the Participant for paying an entry fee for participation in the Contest or the Show or states that the Broadcaster or the Company is distributing any lotteries or cash prizes, is defrauding the Participant(s) and he/she should report this to the local police immediately. There are also no lotteries, prize monies, cash prizes etc. distributed by the Broadcaster or the Company. The only way to participate in Contest and be selected for the Show is in the manner detailed herein.

4) **Playing Rules**

- a) From August 01, 2024 to September 30, 2024, the Participant will have to answer the question as displayed on the Contest's WhatsApp chat window within the Stipulated Time.
- b) To play again Participant has to buy a new bottle of Mountain Dew to get a new promo code and to answer the next day question. Where Participant will get a direct question and will not have to submit Personal Details again.
- c) The Stipulated Time of a particular question is from 00:00:00 (midnight) of the day on which such question is displayed on the WhatsApp to 23:59:59 PM of the immediately following day. Once the "Submit" button has been pressed, the Participant will not be allowed to change the answer. Please note that the Participant has to select the answer option and press the "Submit" button within the Stipulated Time.
- d) Post submission of the answer, the Participant(s) will not be permitted to modify / alter / change the answer submitted.
- e) Only the answers submitted and received within the Stipulated Time will be considered valid.
- f) The Company and/or the Broadcaster will not entertain any claims / questions / queries with respect to the authenticity or correctness of any questions and answers for the questions asked in any round of the Contest. The Company's and the Broadcaster's decision on the correctness or incorrectness of any answer is final and binding on all Participants.

5) **Contest Winner Selection**

- a) Any Participant who has (i) attempted and answered at least one question correctly; and (ii) has successfully filled the profile related questions asked during the Registration process on or before September 30, 2024; and (iii) participates in the Contest in accordance with the Rules and Regulations is eligible to be shortlisted for the Contest Winner Selection. The winner selection and the eligibility thereof are specified in the below table.
- b) All Participants who have filled the form and the profile questions updated in the Contest registration section within the defined timelines (August 01, 2024 to September 30, 2024) are eligible to be shortlisted for the following gratification subject to Clause 5 (a) above:

S No.	Sponsor/ Company	Description	Number of winners for the Show	Eligibility
1	PepsiCo India Holdings Pvt. Ltd.	Chance to be on the hot seat with Amitabh Bachchan	10 shortlisted Participants will get a chance to play the Show as Fastest Finger First contestants during the Kaun Banega Crorepati - Mountain Dew Week of Courage.	Participants who fill the registration form and answer the question of the day correctly (as mentioned above in Clause 5 (a)) on the WhatsApp during the period (August 01,2024, to September 30, 2024)

* Note: The above gratification, winner selections and/or any other conditions may be added to, modified, or cancelled based on Company's and/ or Broadcaster's discretion.

- c) The eligible Participants will be shortlisted on a pre-defined Reservation Criteria as defined by CMEPL, approximately 915 Participants (basis the correct answer provided) will be selected to attend the Auditions as Contestants for the Contest.

Note: The above shortlisting criteria for the Contest may be modified based on the Broadcaster's discretion as they deem fit.

- d) Once a mobile number is chosen and confirmed for Audition, it would not be chosen the second time. CMEPL reserves the right to alter/reduce/increase the number of Contestants (and the selection criteria thereafter) that will be selected to attend the audition as Contestants, at its sole discretion.
- e) The Audition, audition evaluation and shortlisting of participants as Hot Seat Contestants for have been detailed in Annexure 1. The shortlisted Contestant (s) who have been selected for an episode in the Contest to play Fastest Finger First round shall be eligible to play for that episode. However, in case of any special episodes or in case of cancellation of a particular episode for that week, the Participant(s) will not be eligible to play for such days as decided by CMEPL at their sole discretion.
- f) The details of the winner selection will be intimated to such Winner(s) by the Broadcaster on the mobile number provided by such Participant(s) at the time of registration to the Contest.
- g) The Broadcaster reserves the rights to determine, modify, change and/or announce the timelines and the methodology of determining the Contest Winners from time to time.

6) **Systems and Availability**

- a) The Company and/or Broadcaster will not be responsible for any break or disconnection or disruption in network connectivity in any manner, irrespective of the network being used. Network issues can disrupt various aspects of the Contest such as receipt of questions and answer options, receipt of any sound, text, image or audio files related to the question, receipt of answer chosen by the Participant, etc. The Participant is advised to remain in an area with a strong and stable/ continuous mobile network signal of the telecom operator or internet service provider to ensure smooth functioning of the Contest.
- b) Any loss or outrage or dissatisfaction suffered by the course of participating in the Contest by a Participant would not be the responsibility of the Company and/or Broadcaster and/or its associates/ affiliates and the Company and/or Broadcaster or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- c) All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, the Company and/or Broadcaster may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Company and/or the Broadcaster should not be held responsible for any loss of data or the action taken on account of the same. The Company and/or the Broadcaster will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- d) In the event the response of the Participant is not for any reason received within the Stipulated Time period for the question, such Participant's response would not be considered valid even if such question(s) was/were correctly answered by the Participant. The Participant can however

continue to answer questions once re-connected to the central game server(s). The Company or its vendors and partners are not responsible for any such instances.

- e) For sake of clarity, Participants are advised to participate in the Contest through one device only. In case multiple entries are received from a Participant for the same question, the Broadcaster has the right to choose the first answer entry received from that Participant. If multiple entries are received at the same time, then the Broadcaster will choose any of the answer entries received.
- f) The server used to communicate with the Participant has adequate redundancies built into it. However, in the rare cases, the server is down during the Contest period, the Company and the Broadcaster will, at its discretion but not as an obligation, determine such measures as it may deem fit, including cancelling certain sections or segments or question(s) from being scored or any other means at the discretion of the Company and the Broadcaster.
- g) The Participant acknowledges that all possible issues may not have been identified by the Company and/or its partners and agrees to hold harmless the Company and/or its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Participant or the Participant's property or device shall not be the responsibility of the Company or its partners.
- h) No person (i.e., either the Participant, or any person on behalf of the Participant) shall initiate litigation against the Broadcaster and/or Company or its associates in any manner without first providing the Broadcaster the complaint at kbcresponse@setindia.com and providing the Broadcaster an opportunity to address the complaint.
- i) In case any unauthorized activity is observed during the Contest, that particular Participant will be disqualified to participate till such time as the Company deems fit. The Company would not be responsible in any manner whatsoever on account of such disqualification.
- j) The Company shall not be liable for any failure of WhatsApp server or system in the course of playing the Contest.
- k) The Company shall endeavor to make all reasonably practicable arrangements, it cannot guarantee or assure seamless connectivity or continuous availability of the application, server, system or software to the Participants during the conduct of the Contest as these are dependent on external utilities/ service providers and factors which could be beyond control of the Company.
- l) The Company and the Broadcaster and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of answers.
- m) The Company and/or the Broadcaster accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Participant(s) are unable to participate in the Contest due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.
- n) It shall not be open for the Participant(s) or any of their representatives to require an audit or verification of the randomizer/ selection software or any other criteria, process or system adopted by the Company and/or the Broadcaster as part of the process of conduct of the Contest or selection of Winners resulting therefrom. No enquiries, appeals, verbal or written, shall be entertained in this regard.

7) **Confidentiality and Personal Information**

- a) The Company and/or Broadcaster shall keep all the Personal Information collected from the Participant(s) (including any sensitive personal data collected) confidential and shall use the

same for the purpose of Contest. Each Participant, by electing to participating in the Contest , hereby explicitly consents to the collection, storage and processing of such Personal Information collected from him/her. The Company and /or Broadcaster agrees that such Personal Information shall be collected and processed only for the purposes of the Contest and/or the Show. The term “Personal Information” shall mean and include the name and contact information (name, gender, age, occupation, home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver’s license number, permanent account numbers or other details including sensitive Personal Information (if any) pertaining to the identity of the Participant(s). The Personal Information, photos, images uploaded by the Participant(s) on WhatsApp, shall be retained by the Company and/or Broadcaster till the Winners are declared and the promotions with respect to the Winners is completed for the Contest.

- b) The Company and/or Broadcaster shall ensure that the Company and/or Broadcaster shall not share the Personal Information so collected with any party, save and except for the purpose of the Contest. The Participant(s) hereby explicitly consents to the collection, storage, use, disclosure, transfer, of Personal Information which may be collected by the Company and/or Broadcaster for the purposes of this Contest and/or the Show. The Participant(s) hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of the Personal Information by the Company and/or Broadcaster is for a lawful purpose and is necessary for facilitating your participation in the Contest. The Participant’s by providing the aforesaid Personal Information hereby agree that the Company and/or Broadcaster shall have the right to share the Personal Information so collected with such other third party including the Broadcaster and as required for the purpose of the Contest and the Participant(s) hereby agreed that they shall not file any claim against the Company and/or the Broadcaster for sharing for such Personal Information. Please refer to PepsiCo India Holdings Pvt. Ltd.’s Privacy Policy at _____ that governs the use of your Personal Information. Participant(s) choosing to participate in the Contest agree and acknowledge the Privacy Policy and Terms of Use as put up on the website of SonyLiv App: <https://www.sonyliv.com/privacy-policy> in addition to the conditions set out in these Rules and Regulations which shall govern the Contest.
- c) The Company and/or Broadcaster shall deal with any Personal Information that it receives from Participant(s) or otherwise collects, holds, uses and processes in the following manner: a) The Company and/or Broadcaster may also disclose Personal Information, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations. b) The level of data protection using technical, managerial, operational and physical security control measures by The Company and/or Broadcaster shall be such as to be in compliance with all applicable laws.
- d) In exercise of the powers conferred by applicable laws, the Company and/or Broadcaster shall treat the Personal Information as confidential and such information has to be now dealt with as per the provisions specified in the applicable laws.
- e) For the purposes of the Contest, the Company and/or Broadcaster may contract with the service providers to perform functions or services on its behalf. Such service provider may have limited access to the Participant(s) Personal Information needed to perform their functions but shall be restricted from using such Personal Information for purposes other than providing

services to the Company and/or Broadcaster solely in connection with the Contest. The Company and/or Broadcaster shall ensure, on reasonable efforts basis, that its service providers that have limited access to Personal Information provided by the Participant(s) to provide the services or perform their function for the Company and/or Broadcaster, are subject to the same level of privacy protection as is required by the applicable laws. The Participant(s) hereby agreed that they shall not file any claim against the Company and/or Broadcaster for sharing for such Personal Information.

8) **Intellectual property rights and Publicity**

- a) The Participant(s) hereby agree and consent to the collection, recording, processing and storing any images, videos, name of the Participant(s) or any other attributes submitted to the Company and/or Broadcaster or recorded by the Company and/or Broadcaster during the Contest or registration procedure shall on submission / creation become the property of the Company and/or Broadcaster (“**Materials**”) and shall be available to the Company and/or Broadcaster for exploitation throughout the world in perpetuity. The Participant(s) hereby waives off all the rights that they may have with respect to such Materials. The Participant(s) shall ensure that the photos or videos submitted by them in any public domain shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Participant(s) shall immediately be disqualified from taking part in the Contest or any further rounds of participation and such Participant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- b) All the Intellectual Property Rights of the Contestant (s) in respect of the Materials including but not limited to the copyright, rights of publicity, moral rights and any related rights shall vest with the Company and/or Broadcaster or shall stand waived (as maybe applicable), and Contestant (s) agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in India or anywhere else. Contestant (s) also consent to the Company and/or Broadcaster’s right to reproduce his/her picture provided by the Contestant (s) or portray the Contestant (s) in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes of the Contest or the Show, except where prohibited by law. The Contestant (s) also consent to the Company and/or the Broadcaster’s right to use Contestant (s) name, voice or picture, without any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use. The Contestant (s) grants the Company and the Broadcaster irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Contestant (s) further knowledge or consent. The Contestant (s) hereby further consents to the Company and/or the Broadcaster using any photos, videos, handles, profiles or attributes of the Contestant (s) as uploaded by the Contestant (s) on the SonyLIV application or WhatsApp or on any social media platform that the Participant(s) has used to register on. The Participant(s) duly understand that the Company may grant any third

party including the Broadcaster the aforesaid rights consented by the Participant(s) for the purpose of the Contest/the Show as may be required.

- c) Acceptance of these Rules and Regulations by the Contestant(s) constitutes permission for the Company and/or Broadcaster and its affiliates to click photographs, record videos of the Contestant (s) and use or authorize any third party to use the Contestant (s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
- d) None of the Contestant (s) shall, without the prior written approval of the Company or CMEPL, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Contest. The Contestant shall not disclose any information whatsoever relating to the Company or CMEPL or the Show to any other party. Violation of this clause shall immediately disqualify the Contestant's prospects of further participation.
- e) As part of Contestant's contribution to the Contest, the Company and/or Broadcaster may request one or more Contestant to participate in any online/interactive activity relating to Contest. It is a further condition of entry and participation in the Contest that the Participant(s) shall adhere to and where necessary, procure from any and all contributors thereto, their necessary agreement and execution of the release form as devised from time to time by the Company and/or the Broadcaster.
- f) The Winner(s) of the Contest as announced by the Company and/or the Broadcaster from time to time, agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and/or the Broadcaster and participate in any activity and/or campaign of any nature whatsoever ("**Promotional Activity**") without any additional money payable to the Winner(s). Further, the Winner(s)/ Contestant (s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by Company and/or the Broadcaster. The Winner(s)/ Contestant (s) agrees that the footage of any nature shall vest with the Company and/or Broadcaster, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- g) Acceptance of these Rules and Regulations by the Contestant constitutes permission for the Company, the Broadcaster, including its affiliates, to click photographs, record videos of the Contestant (s) and use the Contestant (s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

9) **Liabilities and other disclaimers**

- a) The Company and/or CMEPL is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any Contestant (s) and/or the Winner (s) in any manner whatsoever, in relation to Contest or the Show and/or gratification(s).
- b) The Company, CMEPL, the host, the advertising agencies, the sub-contractors used by the Company or CMEPL for the Contest or the Show, and any person or entity connected with the production (including the format owners and the broadcasters of the Show) (the "**Relevant**

Parties”) shall be under no liability whatsoever to the Contestant (s) and/or the Winner(s), in respect of any loss, damage suffered by the Contestant (s) and/or the Winner(s) arising from or pursuant to the Contest or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestant (s) and/or the Winner(s) at any stage of the Contest or the Show whether or not caused by (1) the administration (including scheduling) of the Contest or the Show; (2) the Contestant’s or any third party’s participation in the Contest, or being selected or disqualified; (3) as a result of the decisions of the Company or CMEPL; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the host and/or the Company and/or CMEPL; and/or (5) any printing, typographical or technological errors in any materials associated with the Contest. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Contest. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Contestant (s); or circumstances beyond the Relevant Parties including the Broadcaster’s reasonable control.

- c) The Contest, WhatsApp chat window, SonyLIV application and website are provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company and the Broadcaster, disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Contest and WhatsApp. Without limiting the foregoing, the Company and the Broadcaster specifically disclaim any warranty (a) that WhatsApp will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on WhatsApp and website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Participant’s use of WhatsApp or website, online entry form results in the need for servicing or replacement of Participant(s) or another's equipment or data, the Company and/or the Broadcaster are not responsible for those costs.
- d) The Winner(s) and/or the Participant(s) of the Contest agrees that he/she shall hold harmless CMEPL, the Company, its employees, officers, sub-contractors or any other person in connection with the gratification won by him/her and/or in relation to the Contest and/or Show including but not limited to the procedure in the Contest , any third party claims including but not limited to any claims of infringement of any third party rights and shall also not 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 against the sponsor and/or CMEPL/the Company to claim any damages or reliefs.
- e) The Company and/or the Broadcaster shall not be responsible for:
 - i. Any delivery failures relating to the registration or submission of answers;
 - ii. The Company and/or Broadcaster not receiving or rejecting any data;
 - iii. Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
 - iv. Other conditions/situations or failures beyond its control.

- f) The Company and/or the Broadcaster and any of its respective affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Contestant (s) and arising as a result of his/her participation in the Contest. The Company and/or the Broadcaster and its respective sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Contest or the Show, on account of any factors beyond their control.
- g) The Contestant (s) and/or any party that accesses WhatsApp specifically for the participation in the Contest, agrees that neither the Company nor CMEPL nor any third party content or service providers involved in the Contest will be liable to Participant(s) for any loss or damages, either actual or consequential, arising out of or relating to these Rules & Regulations, Participant's use or inability to use the WhatsApp, or to Contestant's reliance upon information obtained from or through the WhatsApp or website, or use or misuse of any gratification. In particular, neither the Company nor CMEPL nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to the awards, terms of use, Contestant's use or inability to use WhatsApp, or to Contestant's reliance upon information obtained from or through WhatsApp or website, participation in the Contest or use or misuse of any gratification, whether based in contract, tort, statutory or otherwise.
- h) The Contestant (s) or the Winner(s) or his / her legal heirs will have no other rights or claims against the Company and/or CMEPL.

10) **General Terms and Conditions**

- a) The participation in the Contest shall be considered to be acceptance of these Rules & Regulations.
- b) The Contestant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Company and/or Broadcaster or its affiliates, as the case may be.
- c) The Contestant shall undertake, warrant and guarantee to the Company and/or Broadcaster that the Participant has the full legal capacity to participate in the Contest in accordance with these Rules & Regulations.
- d) Any requirement by the Company and/or Broadcaster for the Contestant to link his/her social media accounts hereunder, shall not be deemed to an endorsement of any of such social media platform/accounts and the information accessed by the Company and/or the Broadcaster from such social media accounts shall at all times be subject to the terms and conditions of such social media website.
- e) The Contestant acknowledges that he/she has voluntarily chosen to participate in the Contest at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Contest.
- f) In the event of any fault, misunderstanding or dispute concerning any part of the Contest, and/or the operation of the telephone system, the selection of Winner at any stage, or the validity of any question or answer options, the decision of CMEPL shall be final and binding on all Contestant (s) and other persons. CMEPL are empowered to take a decision on any case or instances not covered by the present Rules & Regulations.

- g) The Company and CMEPL reserve the right to amend (add, delete or modify) the Rules & Regulations prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Contest or remedy any issues that occur.
- h) The Company and CMEPL have the right at any time to terminate or postpone the Contest without any prior intimation or notice to the public or Contestant and also Company and/or CMEPL, is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Contest.
- i) Registration or participation in the Contest does not guarantee a gratification or award.
- j) If the operation of the Contest; the recording or broadcast of any/all of the Show is prevented by an event of force majeure or otherwise, the Company and/or CMEPL may cancel all or any part of the Contest or take such other decision as it deems fit. Further, CMEPL shall have the right to conduct the Contest on platforms, other than WhatsApp at any given time.
- k) In case the Winner(s) is found to be in violation of any and all rules/process of the Contest, the Company and/or CMEPL reserve the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winner to refund the prize money (if any) together with penalty interest as deemed fit by the Company and/or CMEPL. If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s)/Winner(s) shall be liable to refund all amounts received from the Company and/or the Broadcaster and the Broadcaster and/or the Company is liable to reclaim the prizes from the Participant(s).
- l) If any provision of these Rules & Regulations is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules & Regulations and the remainder of the affected provisions shall continue to be valid.
- m) These Rules & Regulations and the Contest shall be governed by and construed in accordance with the laws of India and the Participants(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.
- n) The Company and CMEPL are empowered to take a decision on any case not covered by the present Rules and Regulations.

These Rules and Regulations have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi and English Rules and Regulation, the interpretation of the English Rules and Regulations shall prevail.

Annexure 1: RULES & REGULATIONS GOVERNING PARTICIPATION IN ‘KAUN BANEGA CROREPATI - MOUNTAIN DEW WEEK OF COURAGE’

I. CONTEST DESCRIPTION:

"Kaun Banega Crorepati - Mountain Dew Week of Courage" is a skill based online quiz contest ("**Contest**") organized as a part of the show "Kaun Banega Crorepati" which is being produced by and broadcasted by Culver Max Entertainment Private Limited ("**Broadcaster**") for initial exhibition on the channel Sony Entertainment Television ("**Channel**") and which is being hosted by PepsiCo India Holdings Pvt. Ltd. ("**Company**") and can be played on the WhatsApp mobile application.

II. DEFINITIONS:

1. "**Auditionee(s)**": The Participant(s) who is selected for participation in the ground/online auditions.
2. "**Auditions**": means the ground or online auditions held on certain dates and cities as informed to the selected Contestant(s).
3. "**Back-up Participant(s)**": The Auditionee(s) selected to participate in the Fastest Finger First round of the Show, only in case any selected Participant(s) does not appear for the shoot at the Studio, for any reason.
4. "**Company**" means PepsiCo India Holdings Pvt. Ltd.
5. "**Contestant(s)**": The Participant(s), Auditionee(s), Back-up Participant(s), Hot Seat Contestant(s) all collectively referred to as "Contestant(s)".

Any Contestant who has been shortlisted for the audition rounds of the current season; or made it once to the Fastest Finger First of the current season of the Show or to the hot seat of any of the previous seasons of the Show, he/she will not be eligible to participate in this segment of the current season of the Show. The same is subject to change as per the Broadcaster's discretion.

6. "**Episode**" means an episode of the Show.
7. "**Fastest-Finger First/FFF**" means that part of the Show where a question is asked to the selected on-show Participant(s), who in turn shall answer the same. The first on-show Participant to correctly answer the question in the least time shall be entitled to proceed to the Hot Seat as the Hot Seat Contestant;
8. "**Hot Seat Contestant(s)**" means the winning Contestant(s) of the Fastest Finger First round and who occupies the Hot Seat before the host of the Show to participate further in the Show.
9. "**Kaun Banega Crorepati - Mountain Dew Week of Courage event**" or "**Contest**": shall mean the special activity conducted on WhatsApp where in Participants can participate by scanning the QR code available on the Mountain Dew bottles product packages which will lead them to the registration section of the Contest.
10. "**Broadcaster**" or "**CMEPL**" means Culver Max Entertainment Private Limited

11. **“Participant(s)”**: Any individual who has attempted at least one question in the Kaun Banega Crorepati - Mountain Dew Week of Courage who (i) is above eighteen (18) years of age as on August 01, 2024; (ii) is a citizen of India and is residing in India, except resident of Tamil nadu (iii) is of sound mind and health (iv) has successfully filled the registration form on or before October 01, 2024 and (v) participates in the Kaun Banega Crorepati - Mountain Dew Week of Courage event in accordance with the Rules and Regulations stated on the Company’s website. For avoidance of doubt, employees of the Company, CMEPL, of the advertising agency which has been appointed from time to time, and also employees of the sponsors, and members of their immediate family; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi, are ineligible to enter the Show.
- n. **“Personal Information”** means any information that relates to a specific person and can be used to identify the particular individual, including but not limited to mobile number, name, age, gender, Email ID, home address, city, telephone and fax numbers, education and occupation.
- o. **“Reservation Criteria”** means a pre-defined criteria used by the Broadcaster to shortlist the Contestants for the Show. The criteria is decided as per the Broadcast Audience Research Council India viewership data for All India markets for ‘Sony Entertainment Television’ channel over a period of Week 05’2024 – Week 12’2024 | Mon-Fri 0000-2359. The rules regarding the selection and all the decisions on the same will be taken solely by the Broadcaster.
12. **“Rules and Regulations”** means these rules and regulations governing the Contest, as stated herein in entirety and as may be amended by the Company and/or the Broadcaster from time to time.
13. **“Show”** means the television series titled “Kaun Banega Crorepati – Season 16” (“KBC”) produced by Culver Max Entertainment Private Limited and telecasted on its channel Sony Entertainment Television (“SET”);
14. **“Schedule”**: An Episode or a set of Episodes to be recorded and/or recording dates as pre-determined by the Broadcaster
15. **“Studio”**: means the Studio at “Film City, Goregaon (East), Mumbai” or any other studio as decided by the Broadcaster where the shoot for the Show / part of the Show / promos of the Show takes place.
16. **“WhatsApp”** means the platform accessible as an application, and through which registrations for “Contest” will be conducted.
17. **“Winner”**: The Hot Seat Contestant(s) who correctly answers all questions posed by the Host in the Show.

PROCEDURE TO PARTICIPATE IN THE SHOW:

- 1) From among the Participants who have participated in the Contest during the period commencing from August 01, 2024 to September 30, 2024, eligible Participants will be considered on pre-defined

Reservation Criteria as mentioned hereinbelow, and approximately 915 Participants (basis the correct answers provided) will be selected to participate in the Auditions as Auditionees. Once a mobile number is chosen and confirmed for Audition, it would not be chosen the second time.

- 2) Any Contestant who has been shortlisted for the audition rounds of the current season; or made it once to the Fastest Finger First of the current season of the Show or to the hot seat of any of the previous seasons of the Show, he/she will not be eligible to participate in this segment of the current season of the Show. The same is subject to change as per the Broadcaster's discretion.
- 3) Around 915 selected Participants will be contacted to attend the Auditions as Auditionees ("Auditionees"). The top 915 selected Participants will be selected basis the correct answer provided and using the pre-defined selection criteria on reasonable endeavors basis which is as follows:

Zone #	Level 1 Grid (in percentages)	Males + Others			Females		
		18-30	31-50	51+	18-30	31-50	51+
		17%	21%	13%	17%	20%	12%
Zone 1	Mumbai, Delhi	3.7%	4.2%	2.7%	3.6%	4.5%	2.3%
Zone 2	Gujarat, Daman & Diu, Dadra & Nagar Haveli	2.6%	2.3%	1.7%	1.9%	2.8%	1.3%
Zone 3	Maharashtra (except Mumbai), Goa	1.7%	3.0%	1.6%	2.7%	2.7%	1.5%
Zone 4	Punjab, Haryana, Chandigarh, Himachal Pradesh, Jammu & Kashmir, Ladakh & Rajasthan	2.1%	2.7%	1.5%	1.6%	2.3%	1.8%
Zone 5	Madhya Pradesh, Chhattisgarh	1.8%	2.8%	1.3%	2.0%	2.6%	1.4%
Zone 6	Uttar Pradesh, Uttarakhand, Bihar & Jharkhand	2.2%	3.3%	2.5%	2.4%	2.8%	2.4%
Zone 7	West Bengal, Odisha, Assam, Sikkim & North Eastern States	2.2%	2.3%	1.3%	2.0%	2.4%	1.3%
Zone 8	Rest of India	0.3%	0.2%	0.6%	0.5%	0.5%	0.4%

(Source: The weightages in the reservation grid have been allocated as per the Broadcast Audience Research Council India viewership data for All India markets for 'Sony Entertainment Television' channel over a period of Week 05'2024 – Week 12'2024 | Mon-Fri 0000-2359)

However, in case exact top 915 Participants are not available on account of scores being same for more than 1 Participant, balance Participants will be selected randomly basis the above grid.

- 4) In the event, there are less than the required number of Participants for a particular cell in the reservation grid above, then the same will be filled-up from the remaining Participants as maybe required by the Broadcaster.
- 5) Any Contestant who has been shortlisted for the audition rounds of the current season; or made it once to the Fastest Finger First of the current season of the Show or to the hot seat of any of the previous seasons of the Show, he/she will not be eligible to participate in this segment of the current season of the Show. The same is subject to change as per the Broadcaster's discretion.
- 6) An IVR callout will be made to notify such selected Participants for on-ground Auditions and manual callouts will be made to the selected Participants for the online Auditions (Refer Annexure 1). The selected Participants will be contacted by telephone and will confirm their details (age, gender and email id) before proceeding further. If the details provided by the selected Participants on this call do not match the existing details provided by them, then only one further opportunity will be provided to such selected Participants, after which the call will be terminated.
- 7) The Broadcaster shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the registration process.

- 8) The Broadcaster shall not be responsible and/or liable in any manner whatsoever in case the Auditionee(s) is unable to participate in the audition process due to failure in delivery of the confirmatory message/ call.
- 9) The Auditionees will have to be present for the Auditions which will be conducted between October 05, 2024 to October 06, 2024 as per the allocated date, time and venue.
- 10) Subject to completion of formalities as prescribed by the Broadcaster, the Auditionees will have to go through the Audition which comprises of two rounds viz. general knowledge test and personal interview. If the Auditionees fail to complete both the general knowledge test and personal interview, then he/she shall be disqualified from further participation.

A. Online Audition

- 1) A manual callout call will be made by Call Centre Executives (“CCE”) to successful Participants of Week 9 and notify such selected Participants for Auditions by telephone and will confirm their details (name, age and city) before proceeding further. If the details provided by the selected Participants on this call do not match the existing details provided by them, then only one further opportunity will be provided to such selected Participants, after which the call will be terminated.
- 2) The CCE will inform the Participants about the Audition date (October 05, 2024) and time and will confirm his /her availability on the Audition date and shoot dates. In the event the Participant is not available on those dates; the Participant will not be permitted to continue with the Audition process. In the event the Participant is available, the CCE will ask the Participants to submit the following documents:

The Auditionees will have to submit the scanned copies of the following documents along with the completed contestant form through email at kbcresponse@setindia.com prior to the online video interview:

- a) 4 recent passport sized color photographs of the Auditionee
- b) For valid name proof (any one of the following):
 1. PAN Card along with Birth certificate
 2. Passport
 3. Voter ID or
 4. Driver’s License
 5. UID / Aadhar card
- c) For Valid address proof (any one of the following):
 1. Landline Phone / Electricity Bill
 2. Passport
 3. Voter ID
 4. Driver’s License or
 5. Ration card
 6. UID / Aadhar card
- d) For verification of the registered mobile number:
 1. UID / Aadhar card
 2. Recent copy of the phone bill used to register for the Show

(Submission of the aforesaid documents does not imply that the Auditionee has been selected for further participation.)

- 3) The CCE will thereafter ask the Auditionee to confirm their availability on the designated Audition date and time and also their availability for the given shoot dates. Only upon such confirmation the Auditionee's participation in the Audition will be considered.
- 4) The Company or CMEPL shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the registration process.
- 5) CMEPL shall not be responsible and/or liable in any manner whatsoever in case the Auditionee(s) is unable to participate in the audition process due to failure in delivery of the confirmatory message/ call.
- 6) The Auditionees will have to be present on the allotted Online Audition date and time.
- 7) Subject to completion of formalities as prescribed by the Broadcaster , the Auditionees will have to go through the Online Audition which comprises of two rounds viz. general knowledge test and personal interview. If the Auditionees fail to complete both the general knowledge test and personal interview, then he/she shall be disqualified from further participation.

B. Personal Interview

- (i) All auditionees will be required to attend the personal interviews as per the designated date and time informed by the CCEs on the call. All the selected auditionees will first have to appear for a general knowledge test which will comprise of 10 general knowledge-based questions post which they will have to undergo a personal interview.
- (ii) The Video Auditions will be taped for future reference by the Broadcaster .
- (iii) In the event of any unforeseen loss of recordings, the Broadcaster at its own discretion may request Auditionees to appear for a repeat Audition session.
- (iv) The Broadcaster reserve the right to increase / decrease / alter the number of Auditionees or conduct the audition slot wise.

The decision of the Broadcaster in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Broadcaster shall be final and binding on all concerned.

- a) It is necessary for the Auditionee to have good internet connectivity and a smart phone or similar device throughout the audition rounds to be eligible for further processing. No disputes will be entertained arising out of issues of internet connectivity loss or non-availability of smartphone or similar device.
- b) The personal interviews may be recorded and saved by CMEPL for the selection process and for future reference. In the event of any unforeseen loss of recordings, the Broadcaster may, at its own discretion, request Auditionees to appear for a repeat personal interview session. CMEPL reserve the right to increase / decrease / alter the number of Auditionees at any point.

- c) A three-member jury i.e. including an independent member (“Judges”) will select the final set of participants on the basis of the personal interview of the Auditionees. The Judges will make two lists of selected Auditionees i.e. the Participants that will be selected for the Fastest Finger First round and the other list of Participants will be used for replacement purposes if required by the Broadcaster . CMEPL may require the Contestant to sign an undertaking or declaration any other similar documents prior to them attending the shoot, with regard to their participation. The Contestant hereby agrees to sign all such documents that may be required by the Broadcaster and any refusal by the Contestant to sign such documents shall give Broadcaster the right to disqualify such Contestant.
- d) The decision of CMEPL in connection with the Online Audition, including but not limited to short listing, the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Broadcaster shall be final and binding on all concerned.

C. Ground Audition

- 1) A total of approximately 810 Participants from Weeks 1 to 8, will be called-back through an IVR call on the number used for registration as per the details available with the Broadcaster.
- 2) The IVR call flow will be as follows:
 - a. The Participant will receive a call from (August 30th, 2024, to September 28th, 2024) on their registered mobile number. If Participant is busy or not reachable then 2 more attempts will be made to call the Participant at interval of 30 minutes each from the time of the previous attempt.
 - b. The IVR will welcome the Participant and asked for preferred language option which is press 1 for Hindi and 2 for English.
 - c. The Participant will be asked to enter the age in completed years as on August 01, 2024 (for e.g. if a person is 25 years and 11 months old, they will have to enter 25).
 - d. The Participant will be asked to enter gender (1 for male, 2 for female, and 3 for others)
 - e. The Participant will then be informed that they have been selected for the ground audition round to be held as per specified date and time and ask for their confirmation for attendance (1 for Yes, 2 for No). If Participant selects ‘No’ then the IVR will tell the Participant that they cannot participate further, and the call will get disconnected.
 - f. The Participant will then be informed that they would be required to provide proof of identity, proof of address and recent bill copy of the registered mobile number as per any of the specified documentation.
 - g. The Participant will then be provided guidelines regarding the ground audition with respect to registration, GK test and instructions for the in-person interview round.
 - h. The call will end with a thank you note.

If any of the information requested during the IVR is not provided by the Participant (s) as per the instructions of IVR within four (4) seconds then the instruction will be repeated once again, after which also if the answer is not received for further four (4) seconds then a termination message will be played, and the call will end. If answer is not received in the correct format, or is not from amongst

the acceptable answer options, the question will be repeated once again; if an invalid response is received a second time, then a call termination message will be played, and the call will end.

Channel and Broadcaster are not responsible if the IVR call is not successful due to including but not limited to the following reasons:

- i. Line being busy.
- ii. No answer received.
- iii. Call drop
- iv. Other reasons that could render a call unsuccessful or terminate it.

Note: Travel, accommodation, and all other expenses in relation to the participation of the Auditionee, will be at the Auditionees' own costs and only **the** Auditionee will be permitted to enter the Audition venue upon submission of the above-mentioned documents and photographs.

CMEPL shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the registration process.

CMEPL shall not be responsible and/or liable in any manner whatsoever in case the Auditionee(s) is unable to participate in the audition process due to failure in delivery of the confirmatory call.

CMEPL at its sole discretion may decide to conduct the callouts manually through Call Centre Executives (CCEs) at any given time as they deem fit.

- a) The Participants who confirm their attendance for the Ground Audition Period and the Shoot Period during the call outs are eligible to proceed further.
- b) The Audition for selecting the Contestants participating in the Kaun Banega Crorepati - Mountain Dew Week of Courage rounds will be conducted on October 06, 2024, respectively. The audition dates are subject to change as per the Broadcaster's discretion. The timings for registration of Auditionees will be intimated and cannot be changed or modified to suit Auditionee's requirements.
- c) The Auditionees will have to be present at the allotted Audition venue on the date and time allotted to such respective Auditionees along with the documents and photographs required (both in original and attested photocopy).

Note: Travel, accommodation, and all other expenses in relation to the participation of the Auditionee, will be at the Auditionees' own costs and only the Auditionee will be permitted to enter the Audition venue upon submission of the above-mentioned documents and photographs.

- d) The doors to the room will shut at 9 a.m. or at such time as CMEPL may decide in its sole discretion. Late entrants may stand disqualified from the Audition process at the discretion of CMEPL. Each Auditionee will be provided a unique registration number, which Auditionee must always carry with him/her while at the Audition. The Auditionees will have to sign the registration form along with the release form and any other documents as required by CMEPL to participate

in the Auditions. CMEPL's authorized representatives will have the final right to refuse registration/eligibility at their sole discretion.

e) Subject to completion of formalities as prescribed by the Broadcaster , the Auditionees will have to first go through a written GK test. Basis the scores of the GK test, the Auditionees who have cleared the cut-off score as decided by CMEPL will be selected to appear for a Video Audition. Please note that the actual number of Auditionees to be shortlisted for the Video Audition shall be communicated by the Broadcaster at the Audition venue. If the selected Auditionees fail to complete both the Written Test and Video Audition, then the Auditionee shall be disqualified from further participation.

(i) Written Test for the Individuals

- The Auditionees will be seated in a hall for the entrance test.
- The doors to the room will shut at 9.00 am or at such time as the Broadcaster may decide in its sole discretion. Auditionees arriving later than such time will not be eligible for participation in the Auditions. The Broadcaster reserve the right to increase / decrease / alter the number of Auditionees at any audition centre or conduct the audition slot wise.
- The Auditionees will be given a certain fixed amount of time to fill out their answer options (A / B / C / D), on their answer sheet.
- In the event the answer sheet is lost, unreadable, incomplete, or untraceable e.g., the Auditionee's name / number is not mentioned on it, such Auditionee may be disqualified.

(ii) Video Audition

- The Auditionees who have cleared the cut-off score in the Written Test will have to undergo a personal interview.
- The Broadcaster reserves the right to increase/decrease the number of Auditionees to be shortlisted for the Video Audition as they deem fit. In such a case, the final number of Auditionees to be shortlisted for the Video Audition round shall be communicated by the Broadcaster to the Auditionees at the Audition venue.
- The Video Auditions will be taped for future reference by the Broadcaster .
- In the event of any unforeseen loss of recordings, Broadcaster at its own discretion may request Auditionees to appear for a repeat Audition session.
- The Broadcaster reserve the right to increase / decrease / alter the number of Auditionees at any audition centre or conduct the audition slot wise.

The Auditionee will need to carry the original document and 2 attested photocopies of each document as mentioned below. All the below-mentioned documents must be in English or Hindi only. The list of documents are as follows:

1) For valid name proof (any one of the following):

1. PAN Card along with Birth certificate
2. Passport
3. Voter ID or
4. Driver's License
5. UID / Aadhar card

- 2) For Valid address proof (any one of the following):
 1. Landline Phone / Electricity Bill
 2. Passport
 3. Voter ID
 4. Driver's License or
 5. Ration card
 6. UID / Aadhar card
- 3) For verification of the registered mobile number :
 1. UID/Aadhar card
 2. Recent copy of the phone bill used to register for the Show

(Submission of the aforesaid documents/photos of the Auditionee does not imply that the Auditionee has been selected for further participation in any manner whatsoever.)

The decision of the Broadcaster in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Broadcaster shall be final and binding on all concerned.

- f) All Auditionees shall maintain the decorum of the Audition venue and shall abide by the Terms and Conditions thereof. Further the instructions of the Broadcaster shall be adhered to strictly. Any Auditionee who acts in contravention to the instructions of the Broadcaster or creates nuisance either to the Broadcaster or to any other person, shall immediately be disqualified from participating in the Audition and the Show and shall be asked to leave the Audition venue.
- g) The decision of the Broadcaster in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Broadcaster shall be final and binding on all concerned.
- h) The auditions can be moved to an online platform to abide by the Central or State Government issued guidelines or regulations related to Covid-19 pandemic. In such cases, the Broadcaster will not be liable to reimburse any travel and accommodation expenses.
- i) The Broadcaster reserves the right to conduct online personal interviews (PI) as they deem fit of the auditionees who could not attend the ground auditions for any reason.

The Broadcaster reserves the right to use some of the first (1st) round Auditionees as they deem fit for the second (2nd) or any subsequent rounds of auditions. The dates for any subsequent rounds of auditions will be subsequently informed to the relevant shortlisted Auditionees.

- j) A two-member jury will evaluate the shortlisted Auditionees on the basis of the answer sheets and the recorded footages of the Video Audition of the Auditionees. Shortlisted Auditionees from this evaluation round will be evaluated by the 2nd evaluation jury.
- k) The 2nd evaluation shall be performed by a 03 (three) member jury i.e., one representative each from the Broadcaster and an independent member ("**Judges**"). The Judges will select the Participants based on the answer sheets and recorded footage of the Video Audition of the

Auditionees. Two lists of Participants will be selected for the Fastest Finger First round, out of which one list of Participants will be used for replacement purposes.

- l) The number of Participants to be selected per week for the Fastest Finger First Round are as under:
 - 10 (ten) Participants for each week comprising of 5 (five) episodes per week.
- m) In addition to this Back-up Participant(s) will be selected to participate in the Show, in case any selected Participant fails appear for the shoot, for any reason.
- n) In addition to the Backup Participant(s), 10 (ten) Participants maybe shortlisted from Mumbai (again in descending order of performance evaluation) as “stand-by” in order to replace any confirmed shortlisted Participant fails appear for the shoot, for any reason. Being on “stand-by” does not guarantee any selection and no monetary sum will be paid out by the Broadcaster . The Broadcaster shall not be responsible for any opportunity loss of any kind, at any stage of the Show.
- o) Based on Broadcaster’s requirement and creative discretion, the final selection of Contestants for Fastest Finger First round of any Episodes/week of the Show will be made from amongst the shortlisted pool of Participants. Once a Participant is selected as a Contestant for Fastest Finger First round of any Episodes/week, the following process will ensue:
 - i. The representatives of CMEPL (“**Representatives**”) will notify the selected Auditionees of their selection for the Fastest Finger First round and ask for confirmation of their details (name, gender, date of birth and address), after which the Representatives will inform the selected Contestants of the shoot date and documentation requirements, based on finalized shooting schedules. The Contestant is requested to carry a valid English/Hindi Identity proof and 3 passport size color photographs of the Contestant to the Studio for the shoot. In case of non-availability of Contestant or of the Contestant’s supporting documentation, further participation will not be permitted.
 - ii. For the shoot, the Broadcaster may cluster the shortlisted Contestants into different groups, based on creative requirements of the Show. No questions / queries will be entertained based on the same. The Broadcaster reserves the right to alter or modify the clusters without providing any reasons / justifications for the same to any person or Contestant(s).
 - iii. Upon confirmation by the selected Contestant of the Contestant’s availability for the Fastest Finger First round, Contestant shall qualify for the said round.
 - iv. The Contestant will be permitted to bring along one companion for the shoot of the Episode. The Contestant(s) and the Contestant’s respective companion will travel at their own risk.
 - v. The Broadcaster shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the Contestant(s) and one companion who have confirmed attendance with the Broadcaster . The travel and stay arrangements will be made as per the Broadcaster ’s

discretion and any request in this regard by the Participants or their companions shall not be entertained. However, in case of Contestant(s) residing in Mumbai the Broadcaster shall not be responsible for making any accommodation arrangements.

The Contestant(s) who have been selected for a particular week (tentatively Episode 61 to 65) to play Fastest Finger First round shall be eligible to play for that week i.e., Monday to Friday. However, in case of any special episodes or in case of cancellation of a particular episode for that week, the Contestant(s) will not be eligible to play for such days as decided by the Broadcaster at their sole discretion.

- p) The Broadcaster may require the Contestant to sign an undertaking or declaration any other similar documents prior to them attending the shoot, with regard to their participation. The Contestant hereby agrees to sign all such documents that may be required by the Broadcaster and any refusal by the Contestant to sign such documents shall give Broadcaster the right to disqualify such Contestant.
- 8) All Participant(s) agree to conform to the Rules and Regulations stated herein along with any Rules and Regulations which may govern the Show.
- 9) The Rules and Regulations have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi and English Rules and Regulation, the interpretation of the English Rules and Regulations shall prevail.
- 10) Contestant(s) will not be confirmed as Contestants for the Show if they are suffering from any Covid19 symptoms or any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Contestant(s) to be medically fit for participation. Nevertheless, the final decision regarding their participation in the Studio part of the Show rests entirely with the Broadcaster. If the Contestant suffers from any medical condition or is diagnosed with any medical conditions during the shoot of the Show, such that the Contestant will be unable to shoot of the Show any further or his/her presence on the sets might put the others on the sets at risk of contracting the same medical conditions/issues, then the Broadcaster may choose to cancel such Contestants participation, at whatever stage the same might be. Should the Contestant not be completely fit to travel, it is hereby advised that the Contestant inform the Broadcaster of the same. The Broadcaster may advice such Contestant not to travel and the Contestant may stand eliminated/disqualified at the discretion of the Broadcaster.
- 11) If the Broadcaster has reasons to believe that the Contestant shows any symptoms of having contracted COVID -19 or any other communicable infections/diseases, then the Broadcaster shall have, in its sole discretion, the right to cancel their participation, at any given stage and the Contestant hereby agrees not to make any claims in this regard. The Broadcaster shall at no time be responsible for any medical expenses of the Contestant and/or their companions, either during or after the shoot. The Contestant hereby undertakes to keep the Broadcaster promptly inform in the event he/she is feeling unwell or has any symptoms of having contracted COVID-19 virus. Any delay or failure on part of the Contestant to inform the Broadcaster of his/her symptoms can lead to disqualification.

- 12) The Contestant hereby undertakes to adhere to all health and safety guidelines issued by the Broadcaster. The Contestant shall ensure that the Contestant follows and abides by all the instructions given by the Broadcaster with respect to the shoot of the Show including but not limited to all instructions issued by the Broadcaster or any production house designated by the Broadcaster with respect to the curbing the spread of the COVID -19 virus. The Broadcaster reserves the right to terminate the participation of any Contestant at any stage in the event the Contestant fails to follow any instructions of the Broadcaster with respect to the Show.
- 13) The Broadcaster may require the Contestant to sign an undertaking or declaration any other similar documents prior to them attending the shoot, with regard to their participation. The Contestant hereby agrees to sign all such documents that may be required by the Broadcaster and any refusal by the Contestant to sign such documents shall give the Broadcaster the right to disqualify such Contestant.
- 14) The Contestant hereby undertakes that in the event, he/she is unable to reach at the designated time slot/date for shoot or is unable to participate for the Fastest Finger First round of the Show on the given date due to any reasons, including any Central or State Government issued guidelines or regulations, any disruption in travel etc, the Broadcaster shall not be liable to conduct the audition or the reschedule the shoot for such Contestant and the Contestant may stand eliminated/disqualified at the discretion of the Broadcaster.
- 15) The Contestant shall be responsible for compliance with Covid19 related guidelines issued by the Central/State Government or any concerned authority for himself/herself and/or their companions. The Contestant and/or their companions are advised to always abide by the advisories issued by the Government with respect to social distancing and wearing masks for their own safety and for the safety of the other around them. It is advisable that should the facility be easily available in your hometown, you take a COVID test prior to travelling for auditions.
- 16) The Contestant acknowledges that no insurance is required for the purpose of participation on the Show. The Contestant acknowledges that should the Contestant and/or their companion fall ill during the course of travel or on/before/after their arrival in Mumbai for the shoot, or during or after the shoot, the Broadcaster shall not be responsible for the same. It is hereby clarified that the Broadcaster shall not be bearing any hospital or medical expenses of the Contestant and/or their companion.
- 17) The Contestant and/or their companion shall not hold the Broadcaster responsible, at any time and in any manner whatsoever, for any reason whatsoever regarding the process, policy or any protocols to be followed during the audition process and/or the shoot. The decision of the Broadcaster shall be final in all regard with respect to any aspect of the Show.
- 18) The Contestant and/or their companion agree that by choosing to travel to Mumbai and participating in the Show, they are doing so at their own risk, and agree to release the Broadcaster, to the maximum extent allowed by law, from any liability, direct or indirect, connected to or resulting from any Covid19 connected illness that may be suffered by the Contestant and/or their companion.

- 19) The Broadcaster shall ensure that Personal Information collected hereunder shall not be share the information so collected with any party, save and except for the purpose of the Show. The Participant(s) hereby consent to the collection, storage, use, disclosure, transfer, of sensitive Personal Information which may be collected by the Broadcaster for the purposes of this Audition and/or Show. The Participant(s) hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of the sensitive Personal Information by the Broadcaster is for a lawful purpose and is necessary for facilitating your participation in the Audition and/or Show. The Participant's by providing the aforesaid Personal Information and/or sensitive Personal Information hereby agree that the Broadcaster shall have the right to share the information so collected with such other third party and as required for the purpose of the Show and the Participant(s) hereby agreed that they shall not file any claim against the Broadcaster for sharing for such Personal Information. Please refer to Broadcaster's Privacy Policy <http://www.setindia.com/privacy.php> that governs the use of your Personal Information. Participant(s) choosing to participate in the Show agree and acknowledge the Rules and Regulations, Privacy Policy and Terms of Use as put up on the website www.setindia.com in addition to the conditions set out in these Rules and Regulations which shall govern the Show.
- 20) The Broadcaster shall deal with any data/Personal Information including sensitive Personal Information, if any, that it receives from Participant(s) or otherwise collects, holds, uses and processes in the following manner: a) Broadcaster may also disclose data/ Personal Information including sensitive Personal Information, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from the Broadcaster. b) The level of data protection using technical, managerial, operational and physical security control measures by the Broadcaster shall be such as to be in compliance with all applicable laws. c) The term "data/Personal Information" including sensitive Personal Information, if any, shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver's license number, permanent account numbers or other details pertaining to the identity of the Participant(s). The photos, images and Online Audition videos uploaded by the Participant(s) shall be retained by the Broadcaster till the winners are declared and the promotions with respect to the winners is completed for the Show.
- 21) In exercise of the powers conferred by applicable laws, the Broadcaster shall treat the Personal Information including sensitive Personal Information as confidential and such information has to be now dealt with as per the provisions specified in the applicable laws.
- 22) For the purposes of the Show, the Broadcaster may contract with the service providers to perform functions or services on its behalf. Such service provider may have limited access to the Participant(s) Personal Information needed to perform their functions but shall be restricted from using such Personal Information for purposes other than providing services to the Broadcaster solely in connection with the Show. The Broadcaster shall ensure, on reasonable efforts basis, that its service providers that have limited access to Personal Information provided by the Participant(s) to provide the services or perform their function for the Broadcaster are subject to the same level of privacy protection as is required by the applicable laws. The Participant(s) hereby agreed that they shall not file any claim against the Broadcaster for sharing for such Personal Information.

- 23) These Rules & Regulations shall be governed by and construed in accordance with the laws of India and the Participant(s) submit irrevocably to the jurisdiction of the Courts in Mumbai
- 24) The Broadcaster reserves the right to amend (add, delete or modify) the Rules & Regulations prospectively or retrospectively, at its discretion and without prior notice, in order to improve or remedy any issues that occur.
- 25) The Broadcaster has the right at any time to terminate the Contest/Show without any prior intimation or notice to the public and also the Broadcaster is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Contest.
- 26) The Broadcaster is empowered to take a decision on any case not covered by the present Rules and Regulations.