

**Terms and Conditions for India's Best Dancer Season 4 Voting – SonyLIV**

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**“India’s Best Dancer – Season 4”** (hereinafter referred to as **“Program”**) is organized and conducted by Culver Max Entertainment Private Limited (**“The Company”, “CMEPL”**), and managed by the organizers of the Show including the Producer, Culver Max Entertainment Private Limited and its respective assigned affiliates (**“Program Management”**). The Program will be hosted and telecasted on the Company's channel "Sony Entertainment Television" (**“Channel”**) and Sony LIV App (**“App”**) based on the rules and regulations stated hereunder (**“Rules” or “Rules and Regulations”**). Voting will be hosted on SonyLIV App and Lenskart Solutions Private Limited (**“Lenskart”**) App/ Website with respect to conducting Vote(s) for participants (**“Contestants”**) by the voter(s) (**“Viewer(s)”**) who wish to participate in the voting for Contestant(s) through the App and Website. Lenskart has tied with CMEPL to provide its website portal as one of the Voting Mechanisms to enable Viewer(s) to vote. The terms and conditions for respective platforms shall be available on SonyLIV App and Website - <http://www.sonyliv.com> and Lenskart App/ Website - <https://www.lenskart.com>

#### **(A) ELIGIBILITY**

1. During the Voting Period (defined below), Viewer(s) who are Indian citizens can participate in the voting.
2. Employees of Culver Max Entertainment Pvt. Ltd. (**“CMEPL”**), formerly known as Sony Pictures Networks Private Limited (**“SPN”**) and the Producer of the Program, Frames Production Company Private Limited (**“the Producer”**), agents, subsidiaries, representatives, assignees affiliates, the immediate families of the employees of CMEPL, and the Producer as well as the subsidiaries that are sponsoring and/or promoting the Program and others associated with the CMEPL are not eligible to participate in the voting.
3. By participating in the voting, the Viewer(s) agrees to be bound by any decisions made by CMEPL in its sole discretion, including any interpretations of the Terms and Conditions.
4. The Viewer(s) participating in the voting must have attained the age of 18 (eighteen) years or above as on 07/09/2024.
5. The Viewer(s) shall be required to provide accurate and complete personal information about them including but not limited to Name, Mobile Number and email address to participate in the voting.
6. In order to confirm the eligibility of the Viewer(s) and/or if requested by CMEPL, the Viewer(s) must submit to CMEPL documents such as PAN Card, Aadhar Card, school leaving, college leaving certificate, and/or college graduating certificate, or any other document as may be required by CMEPL. If the Viewer(s) is found to be ineligible, or if they have not complied with these Terms and Conditions, the corresponding Vote(s) will be disqualified.
7. Viewer(s) hereby represent and warrant that Viewer(s) is not under any disability, restriction, or any kind of prohibition, which shall prevent Viewer from performing or adhering to any of

the Terms and Conditions herein and have not entered into and shall not enter into any agreement that may violate the Terms and Conditions herein.

**(B) VOTING MEDIUM**

1. The Viewer(s) can cast vote for the Contestant(s) by below mentioned voting medium:
  - i. SonyLIV Application
2. The Viewer(s) shall during the Voting Period, cast the vote by the mechanism mentioned below, submit his/her mobile number for the purposes of one-time password verification by following the instructions specified therein ("**Vote**").
3. The Viewer(s) interested in voting can participate by choosing to cast their Vote(s) for their favourite Contestant(s) through the mechanism as detailed below:
  - a. SonyLIV Application:
    - The Viewer(s) will have to Login to their account on the updated SonyLIV Application in Android or iOS Device, search 'India's Best Dancer Voting', visit the India's Best Dancer page and click on the Vote button to access the Voting page and cast his/her vote through this Voting Mechanism. Viewer(s) can also navigate to the Voting page by clicking on the banners and thumbnails for 'India's Best Dancer Voting' as displayed on the SonyLIV app. Viewer(s) are advised to check for updates of the SonyLIV application from time-to-time.
    - The Viewer will be required to submit their Mobile number and then enter the One-Time Password to vote for the Contestant(s).
    - The India's Best Dancer Voting page will list the images and names of the Contestant(s) in a particular Voting Cycle.

The Viewer has to cast his/her vote for their desired Contestant(s) against his / her image and name to save him/her from elimination.

The above mechanism together with any other mechanism that the CMEPL may provide from time to time shall hereinafter collectively be referred to as "**Voting Mechanism**".

4. Only first 50 votes per mobile number per voting episode will be allowed through the Viewer's Android and/or iOS device via either or both the voting platforms for a particular Contestant. For further clarity, if a Viewer casts 45 Votes on Sony LIV and 35 Votes on Lenskart, for the purpose of counting, only the first 50 Votes (based on the date and timestamp of the Vote) will be considered
5. The Vote(s) of the Viewer(s) through any of the Voting Mechanism will be deemed to be received when the session is completed, and the Viewer(s) receive an acknowledgment.
6. The Viewer(s) will not be levied any charges to cast the Vote(s) via any of the Voting Mechanism, however, the network provider may levy data and other charges to the Viewer, at the applicable rate for using internet connection. It should be verified by the Viewer at his/her sole responsibility. In case of casting Vote(s) while roaming in different circle/zone, additional roaming rates for browsing of the internet may be applicable. CMEPL shall not be responsible for any such charges incurred by the Viewer(s).

7. The Viewer(s) shall be required to submit complete and accurate data. Any incomplete, erroneous, or unclear information, shall be considered invalid and the Vote(s) will be deemed null and void.
8. By participating in the Voting Mechanism, the Viewer(s) agrees to be bound by any decisions made by CMEPL and/ or the Channel in its sole discretion, including any interpretations of the Rules and Regulations.
9. In the event of any technical errors, CMEPL and/ or Channel shall not be responsible for the same. Further, Vote(s) received despite or owing to any technical errors shall be considered invalid and CMEPL shall have the sole discretion in such cases.
10. CMEPL reserves the right to alter, amend, modify or change the Program format, timelines, the number of votes and number of Contestants eligible for nomination at its discretion and at any time. CMEPL shall not be liable to any of the Viewer(s) for any reasons whatsoever.

**(C) VOTING TIMINGS**

1. The voting shall tentatively commence from 07<sup>th</sup> September 2024 till 29<sup>th</sup> September 2024, (**'Voting Period'**). The timings for voting shall begin from 20:00:00 hrs till 23:59:59 hrs IST on the voting day.
2. Below mentioned are the details related to the Voting Period during which Viewer(s) can cast the Vote(s):

Voting Lines Open		Voting Lines Close	
Date	Time	Date	Time
7 <sup>th</sup> September	20:00:00 hrs	7 <sup>th</sup> September	23:59:59 hrs
8 <sup>th</sup> September	20:00:00 hrs	8 <sup>th</sup> September	23:59:59 hrs
14 <sup>th</sup> September	20:00:00 hrs	14 <sup>th</sup> September	23:59:59 hrs
15 <sup>th</sup> September	20:00:00 hrs	15 <sup>th</sup> September	23:59:59 hrs
21 <sup>st</sup> September	20:00:00 hrs	21 <sup>st</sup> September	23:59:59 hrs
22 <sup>nd</sup> September	20:00:00 hrs	22 <sup>nd</sup> September	23:59:59 hrs
28 <sup>th</sup> September	20:00:00 hrs	28 <sup>th</sup> September	23:59:59 hrs
29 <sup>th</sup> September	20:00:00 hrs	29 <sup>th</sup> September	23:59:59 hrs

3. Viewer(s) are required to be updated with the Voting Period from time to time. CMEPL reserves the right to alter, modify or change the Voting Period at its sole discretion. In the event of any changes, the same shall also be communicated on the Channel. CMEPL will not be liable for any losses arising out of such changes to the Viewer(s).
4. Vote(s) received after or before the defined timelines shall also be considered ineligible and therefore shall not be considered.

**(D) CRITERIA**

1. Basis the Votes and Judge's scores for each Voting period, the top Finalist(s) will be decided.
2. The Viewer(s) can cast Vote(s) for only those Contestant(s) of the Program who are eligible to be voted for or have been nominated during that particular voting episode of the Program. Vote(s) sent for the Contestant(s) who are not a part of the nomination shall be considered null and void.
3. CMEPL reserves the right to modify the timelines, Voting Period, format of the Program at any time, at its discretion during the period of the Program. It shall be the sole responsibility of the Viewer(s) to view and access the Terms and Conditions periodically. Viewers are also required to be updated with the Voting details mentioned during the telecast of the Episode(s).

**(E) SEASON FINALE**

1. For Season Finale, i.e., tentatively between 5th October 2024 to 6<sup>th</sup> October 2024, only a maximum of 500 votes, per mobile number per voting episode will be allowed through the Viewer's Android and/or IOS Device via either or both the voting platforms for a particular Contestant. However, for the sake of abundant clarity, the viewer shall be free to vote for multiple Contestants. The first 500 votes, casted for the Contestant(s) by a Viewer for the season finale episode shall be taken into consideration.
2. The Viewer(s) can cast the Vote(s) for the Finalist(s) tentatively from 28th September 2024 to 29<sup>th</sup> September 2024. It shall be the sole responsibility of the Viewer(s) to be updated with the terms and conditions from time to time. Viewer(s) are also required to be updated with the Voting details mentioned during the telecast of the Episode(s).
3. For the Season Finale, the winner shall be decided basis the votes casted by the Viewers and Judge's score. The Contestant in the finale with the highest number of votes shall be declared winner of the Program.
4. The Viewer(s) can cast Vote(s) for only those Contestant(s) of the Program who are eligible to win the Season Finale during that particular voting episode of the Program. Vote(s) sent for

the Contestant(s) who are not a part of the finale of the Program, shall be considered null and void.

**(F) PERSONAL INFORMATION**

1. CMEPL shall keep all the information collected from the Viewer(s) confidential and shall use the same for the purpose of calculating the Vote(s) received. Each Viewer, by electing to submit their Vote, hereby explicitly consents to the collection, storage and processing of such personal data collected from him/her. CMEPL agrees that such personal data shall be collected and processed only for the purposes of the Program.
2. CMEPL shall ensure that personal information so collected hereunder shall not be shared with any party, save and except for the purpose of the Program. The Viewer(s) hereby consent to the collection, storage, use, disclosure, transfer, of sensitive personal information which may be collected by CMEPL for the purposes of the voting being conducted for the Program and/or for the Program in general. The Viewer(s) hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of the sensitive personal information by CMEPL is for a lawful purpose and is necessary for organizing and facilitating the voting and elimination process for the Program. The Viewer(s) by providing the aforesaid personal information and/or sensitive personal information hereby agree that CMEPL shall have the right to share the information so collected with such other third party and as required for the purpose of the Program and the Viewer(s) hereby agreed that they shall not file any claim against CMEPL for sharing for such personal information. Please refer to Channel's Privacy Policy <https://www.sonyliv.com/privacy-policy> that governs the use of your personal information. Viewer(s) choosing to participate in the voting process for the Program agree and acknowledge to these Terms and Conditions and the Privacy Policy and Terms of Use as put up on the website [www.sonyliv.com](http://www.sonyliv.com) in addition to the conditions set out in these Rules and Regulations which shall govern the Program.
3. CMEPL shall deal with any data/personal information including sensitive personal information, if any, that it receives from Viewer(s) or otherwise collects, holds, uses and processes in the following manner: a) CMEPL 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, process advisors, 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 CMEPL. b) The level of data protection using technical, managerial, operational and physical security control measures by CMEPL 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, age and contact information (home address, telephone, mobile and fax numbers and email address) of the Viewer(s).
4. In exercise of the powers conferred by applicable laws, CMEPL shall treat the personal information including sensitive personal information as confidential and such information will be dealt with as per the provisions specified in the applicable laws. The personal information so collected shall be retained by CMEPL for the purposes of tabulation of scores. CMEPL agrees to keep all the personal data including but not limited to name,

age, mobile number, email, address, etc. confidential and shall not disclose this information to any third party, unless required for the purposes of the Program, as mentioned in the Clause 5 of Section (F).

5. For the purposes of the Program, CMEPL may contract with the service providers to perform functions or services on its behalf. Such service provider may have limited access to the Viewer(s) personal information needed to perform their functions but shall be restricted from using such personal information for purposes other than providing services to CMEPL solely in connection with the Program. CMEPL shall ensure, on reasonable efforts basis, that its service providers that have limited access to personal information provided by the Viewer(s) to provide the services or perform their function for CMEPL, are subject to the same level of privacy protection as is required by the applicable laws. The Viewer(s) hereby agree that they shall not file any claim against CMEPL for sharing of such personal information.

#### **(G) GENERAL TERMS AND CONDITIONS**

1. CMEPL and/or the judges of the Program reserve the right with respect to the decisions of the selection and/ or the nomination of the Contestant(s) and the selection/ declaration of the eventual winner of the Program which shall be final and binding on all the Viewers and in no event shall the Viewers dispute such decision(s). Further, the Vote(s) casted for the Contestant(s) through the voting mediums to the Contestant(s) and the judging of the Contestant(s) based on the same are binding on the Viewer(s) and in no event shall the Viewer(s) dispute the same.
2. CMEPL reserve the right in its sole and absolute discretion to amend, alter, modify, change, vary or terminate the Program format or any terms and conditions mentioned and accordingly the rules for voting, process of Voting, Contestant(s) eligible for nomination, these Terms and Conditions and/or Program at any time, at its sole discretion, during the Period without giving any prior notice and it shall be the sole responsibility of the Viewer(s) to check the Terms and Conditions from time to time. The Viewer(s) by participating in the voting agrees to such amended terms. In case any portion/clause of these Voting rules is deemed invalid or becomes unenforceable, such portions shall be considered divisible and shall not be part of the consideration, and the remainder shall be valid and binding.
3. The Viewer(s) shall indemnify the sponsors, if any, CMEPL, the Producer, its affiliates, its officials, its employees, its representatives, its directors or any other person from and against any claim, loss, injury, mental or emotional trauma suffered by the Viewer(s), in any manner whatsoever.
4. The Viewer(s) shall not in any circumstances make any claims against CMEPL, the Producer, their divisions, their subsidiaries, their employees, their respective agents and representatives, directors and its affiliates arising out of or relating to any and all costs, injuries, for any kind of losses, damages, costs or injuries of any kind, including due to any problems caused by technical disruption and/or failure, server problems or any other difficulties.
5. In the event any of the Contestant(s) and/or the judges and/or any celebrities, host(s) or performer(s), as the case may be, are unable to perform, attend or appear on the Program, for any reasons whatsoever including but not limited to any kind of injury, getting infected to any disease or being under the risk of getting infected to any disease, government mandated

lockdowns etc., CMEPL has the right to at its discretion anytime replace or bring in new Contestant(s), celebrities, mentors, hosts or performers, and/or disqualify or suspend any such Contestant(s), celebrities, mentors, hosts or performers, as deemed fit and necessary by CMEPL. Viewer(s) are advised to be updated with the Program by viewing the Program time to time. In the event of any of the aforementioned events occurring, where the Contestant(s) is unable to or does not perform, unless determined by Company's Management, any and all votes submitted for said Contestant(s) will be deemed null for the respective episode of the Program.

6. Further, CMEPL and/or judges shall be entitled to, at its discretion, any time during the telecast of the Program, to re-introduce the eliminated contestants and/or re-introduce fresh individuals/contestants during any stage of the Program. Viewer(s) also acknowledge and agree that CMEPL and/or judges may at their discretion eliminate any Contestant(s) at any time during any stage of the Program without being liable for any reasons whatsoever.
7. The Company reserves the right to include without limitation any additional round/level/feature such as a wild card entry, including introducing any wild card entry in the Show that may include any person as a wild card entrant/participant at any time during any stage of the Show. The Company reserves all rights to increase or decrease the number of rounds/levels of Show and subsequent rounds of voting at any time at its sole discretion. Voting rounds and selection of wild card entries are subject to Company discretion.
8. The participation in voting is merely to enable the Viewer(s) to vote for their favourite Contestant and does not entitle any kind of gratification to the Viewer(s).
9. CMEPL reserves the right to terminate, delay, reschedule, and/or postpone the telecast and/or production of the Program, voting of the Contestants and/or any other elements related to the Program, without giving any prior notice to the Viewer(s) for any reasons deemed fit by CMEPL. Such decision shall be final and binding on the Viewer(s) and the same shall not be disputed and/ or challenged in a court of law.
10. In case of events beyond the reasonable control of CMEPL, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labour disputes, (4) an epidemic or pandemic, (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance, (7) terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect Contestants or other members related to the production of the Program (9) disaster, fire, earthquakes, hurricanes, (10) unseasonable extreme inclement weather, (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, (12) Nuclear incidents, (13) Cyber-attacks or (14) any other force majeure reasonably beyond CMEPL's control (collectively referred to as "Occurrences"), making the Program commercially impracticable, impracticable for Contestants to perform, illegal, or impossible for the Contestants to perform, then CMEPL reserves the right to modify the Program format, change the voting format or voting medium, cancel the voting, delay the voting, conduct a re-voting or disqualify the voting received in the manner it deems fit. Such decision shall be final and binding on the Viewer(s) and the same shall not be disputed and/ or challenged in a court of law.
11. Viewer(s) agree and acknowledge that nothing contained in these Terms and Conditions will be deemed to constitute a grant of license/ assignment and/or transfer of any rights in and to



the Voting Mechanism, Program whatsoever from CMEPL in viewer's favour. The Terms and Conditions for the respective platforms shall be available on the SonyLIV App/ Website and the Lenskart App/ Website to ensure that no Viewer is misled and understands the entire process and the other terms and conditions mentioned herein prior to participating in the voting process.

12. The Viewer(s) specifically agrees and acknowledges that any disputes or claims shall be resolved individually, and the Viewer agrees to not file or resort to any form of class action and/ or through any family member and/or third party applications, criminal and/ or civil proceedings in any courts or forums against CMEPL, and the Producer, their directors, employees, officers, affiliates or subsidiaries to claim any damages. Under no circumstances will CMEPL and/or CMEPL entities be liable for any consequential, indirect, special punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.
13. Viewer(s) agree and irrevocably acknowledge that CMEPL shall have the sole and exclusive right including but not limited to intellectual property rights (copyrights and trademarks) and other proprietary rights in and to the format of the Program, Voting Mechanism and all its components whatsoever.
14. Viewer(s) undertake that the Viewer(s) shall not violate the rights of any third party including but not limited to privacy rights, copyrights, trademark or any other intellectual rights; shall not upload, store, collect, transmit or cause the upload, storage, collection, transmission, of any information through the Website which violates any applicable laws, including, inter alia, belonging to another person; or is harmful, harassing, blasphemous, defamatory, obscene, invasive of other's privacy, paedophilic, libellous, hateful, or racially, ethnically objectionable, disparaging, harms minors in any way, violates any law for the time being in force.
15. Viewer(s) agree that Viewer(s) shall not indulge in any kind of activities like spamming or either directly or indirectly, reverse engineer, decompile or disassemble, make any enhancements, modifications, customizations, changes, additions, translations, deceive or mislead about the origin of such messages which is grossly offensive or menacing in nature, or allow any kind of unfair practices such as multiple votes and affect the transparency of voting, CMEPL reserves the right to take appropriate action including criminal action in such an event.
16. Viewer(s) shall not attempt to gain unauthorized access to the Viewers' accounts, servers or networks connected to CMEPL services by any means including but not limited to disrupt CMEPL services by uploading content which contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource. Viewer(s) agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support CMEPL or CMEPL services. Viewer(s) shall not attempt to transmit content regarding services, products,

surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, and/or chain letters.

17. Viewer(s) agree to not use the Vote(s) or voting for any illegal purpose or in any illegal manner. Viewer(s) agree to not reproduce any copyrighted content including but not limited to store, copy, edit, change, prepare or alter in any way of the content provided on the Website(s). Viewer(s) agree not to misuse any content on the website including the photos of the Contestant(s). Viewer(s) agree to not use the website in any way that violates the Terms and Conditions mentioned herein.
18. CMEPL reserves the right to disqualify the Viewer(s) and/or disregard Viewer's Vote(s) in case a discrepancy is found to exist in the information provided by the Viewer(s) and/or CMEPL has sufficient reason to believe in there is breach of any of these Terms and Conditions by the Viewer(s) and/or the Viewer(s) has casted Vote(s) by any unfair practices and/or it has reasonable grounds to suspect that fraudulent voting has occurred or if it considers there has been any attempt to rig/manipulate the voting, at any point in time during the Voting Period or otherwise. CMEPL has the right to substitute an alternative voting method at its absolute discretion.
19. CMEPL shall not be responsible for any errors or omissions in the Terms and Conditions contained herein. All information provided is provided "As is" without warranty of any kind. CMEPL makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Viewer(s) and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.
20. CMEPL shall not be responsible for any break or disconnection or disruption and/or liable in any manner whatsoever for any network problem, unclear network, disruption in the network, connection failure, electricity failure, internet service provider, facility provider, or due to capacity constraints or any other reason whatsoever irrespective of the network being used. In addition, CMEPL shall not be responsible and liable in any manner whatsoever in the event of any failure in the Voting system/Mechanism including without but not limited to voting system, telecom failure, session failure, logging failure, close or any other difficulties of such nature due to which the Viewer(s) is charged by the telecom operator and/ or is unable to participate.
21. Viewer(s) understand and agree that CMEPL assumes no responsibility for any error, omission, interruption, defect, theft, unauthorized access, technical failure, network disruption or any other failures for any reasons whatsoever on the SonyLIV App.
22. CMEPL reserves the right to suspend any of the judges and/or Contestant(s) and/or the host(s) in case it has reasonable grounds to conclude that the individual(s) have been alleged in any public domain and/or social media websites for any misconduct, sexual harassment, physical abuse, coercion in any form, criminal cases or any other reasons which may tantamount to general misconduct.
23. CMEPL shall endeavour to make all reasonably practicable arrangements to ensure uptime of systems, back-up of data, server capacity and prevent other technical impediments, but can make no guarantee thereof and shall not in any manner be responsible for any technical problem with the internet and by participating in the present voting, the Viewer(s) agrees not to hold the CMEPL liable for any such technical problem or shall have any claim in this regard.

24. CMEPL shall not be answerable to any person with regards to any of the Voting Mechanism including but not limited to the calculation of votes, systems and processes of voting, selection or elimination etc.
25. While all attempts will be made to protect the voting data from loss and/or corruption, Viewer(s) agree and acknowledge that all systems are prone to failure and hacking attempts. In the event of any data loss, CMEPL shall make reasonable endeavours and may disqualify all the Vote(s) received or conduct a re-voting or continue with whatever data available in the manner it deems fit. CMEPL will not be responsible for any damage resulting from the loss of data or action taken by CMEPL on account of the same. CMEPL will not be responsible to make good any loss or dissatisfaction suffered by the viewer on account of such loss.
26. By participating in the Voting Mechanism, it shall be construed that the Viewer(s) has hereby expressly or irrevocably waived his/her right to raise any dispute with regard to the Program or attempt to restrain or injunct or enjoin, the development, production or exploitation of the Program and/or the continuance of the Voting Mechanism.
27. Viewer(s) acknowledges and agrees that the relationship between the Viewer(s) and CMEPL is not a confidential, fiduciary, or other special relationship.
28. The Viewer(s) shall comply with all the applicable laws of India. The Viewer(s) shall also comply with the rules and regulations including the terms and conditions of the Website(s).
29. The Terms and Conditions shall be construed and governed in accordance with the laws of India and in case of any dispute or other matter arising shall be referred to Courts in Mumbai, which shall have exclusive jurisdiction. CMEPL shall not be liable for any kind of charges and/or expenses in connection to the legal proceedings and it shall be solely borne by the Viewer who has raised the dispute.
30. CMEPL and/ or the Channel reserves the right to modify, alter or amend the format of the Program, the rules for Voting Mechanism or any other rules and regulations, Terms and Conditions at any time, at its discretion, during the telecast of the Program or at any time during the period. CMEPL will not be liable and will not entertain any queries related to the same.
31. The Terms and Conditions of and in relation to the voting as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("**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 electronic record is generated by a computer system and does not require any physical or digital signatures.
32. The participation in the voting will be construed as an acceptance of providing contact details on the aforementioned websites and the consent to allow CMEPL to use the contact details for any other use, and or transfer the same to any third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the present Program or any other allied activity such as marketing connected to the program. Please refer to CMEPL's Privacy Policy that governs the use of your personal information. Viewers participating agree

and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the website [www.setindia.com](http://www.setindia.com) in addition to the conditions set out in this document.

33. The Company will not be responsible if the Vote(s) of the Viewer(s) do not get registered on Sony LIV App due to any technical errors and/or any other issues on the Sony LIV App. The Viewer(s) are advised to go through the terms and conditions on the Sony LIV App before logging on and casting their Vote(s). The Viewer(s) shall not raise any claims against CMEPL for any errors and/or omissions and/or any issues of whatsoever in relation to the voting on the Sony LIV App.
34. Company, its affiliates, process evaluators and process auditors, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Web-site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit viewer's ability to vote, including any injury or damage to Contestants or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Company and its organizers are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected votes, which will be disqualified. Organizers shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all votes (provided, however, that Participants acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).
35. The Sony LIV App is controlled and offered by Company from its facilities in India. Company makes no representations that the Sony LIV App is available for use in other locations. Viewers accessing and/or using the Sony Liv App from other jurisdictions, do so at their own volition and are solely responsible for compliance with applicable laws. The Company cannot guarantee whether the Sony Liv App will function in such jurisdictions outside India. A Viewer may not be able to cast votes in the event the Viewer is travelling outside India. The Company shall not be responsible for the Viewer not being able to access the Sony Liv App and/or the Viewer not being able to cast their vote in such situations.
36. The Company will not be responsible for any failure, delays / non-availability / downtime of the application service or website service or any other technical or non-technical issue that prevents the voting or interrupts with the voting process.
37. The Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Vote(s) during voting process.
38. By participating in the voting process, it is deemed that the Viewer(s) have read understood, accepted and agreed to abide with all the terms and conditions of voting as mentioned herein and is unconditionally bound by the terms of use and privacy rules of the Program as uploaded on the App/ Website of SonyLIV.
39. The participation in the Voting by casting Vote(s) will be construed as an unconditional acceptance of the stated terms and conditions.

40. Subject to the provision of 39 above, any disputes shall be dealt with by Courts in Mumbai, India, which shall have exclusive jurisdiction.

(A) Indemnities

1. The Participant(s)/Auditionee(s)/Parents and/or Legal Guardians/Viewer(s) and their legal heirs hereby shall hold harmless and indemnify the Program Management, the Company and the Producer, their affiliates, group companies, partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors, contractors, partners or other persons used by them in relation to this Program and hold them harmless against any loss, claim, demands, costs, damages, injury, mental or emotional trauma, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Company, Program Management, or by any third party in connection with the Contestant's participation in the Program, winning the Program, or awarding or the use or misuse of any prize and shall reimburse the Company, and/or the Program Management for any loss, costs, expense, or damage to which said indemnity applies.
2. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Program Management. The decisions of the Program Management shall be final and binding.
3. If Viewer(s) are unclear as to these Rules or any element of the voting process, they can write in with their questions, concerns, or queries to [livesupport@sonyliv.com](mailto:livesupport@sonyliv.com). The Company shall make efforts to respond to the e-mail on a best-effort basis, however, shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.

(B) Disclaimers

1. Program Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property ownership rights, or violations of any law, rule or regulation.
2. The App is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company and the Program Management disclaims 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 Program, App and website. Without limiting the foregoing, the Company and the Program Management specifically disclaim any warranty (a) that the App or Web Page 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 the App and Web Site (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Participant/ Viewer(s) use of the Web Site, online entry form

results in the need for servicing or replacement of Participant/Viewer(s) or another's equipment or data, the Company and the Program Management are not responsible for those costs.

3. Participation in this Program and the voting process is free of cost and all viewers are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Program Management abhors such practices and disclaims all responsibility for the same. The Program Management shall not be liable to any Participant/Viewer(s) for any amount paid in this regard.

(C) Limitation of Liability and Remedies

1. The Company reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any Participant/Viewer(s) who is deemed ineligible or for any reason that the Company feels is necessary and/or appropriate, including without limitation, if that Participant/Viewer(s) has not complied with these Rules of the Program, the Program Management determines he/she is attempting to undermine the legitimate operation of the Program by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participant/Viewer(s) or the Program Management, the Selection Panel, Jury or has interfered, in Program Management's sole opinion, with the proper conduct of the Program.
2. Viewers, users and/or any party that accesses the Web Page, agrees that neither the Company nor any third party content or service providers involved in the Program will be liable to Participant/viewers for any loss or damages, either actual or consequential, arising out of or relating to these Rules, Viewer's/ Participant's use or inability to use the App or Web Page, or to Viewer's/Participant's reliance upon information obtained from or through the App or Web Page, participation in the program, travel, or use or misuse of any prize. In particular, neither the Company 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, visitor's use or inability to use the App or Web Page, online entry form or to visitor's reliance upon information obtained from or through the App or Web Page, participation in the Program, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.
3. The participation in the Program implies unconditional acceptance of all these Rules and Regulations of the Program by the Participant.

These Terms and Conditions shall be applicable from 07<sup>th</sup> September 2024

***The Terms and Conditions have been originally written in English. In case of any conflict in the interpretation of the clauses between any translated language (i.e.: Hindi), the interpretation of the English rules and regulations shall prevail.***