

TERMS AND CONDITIONS FOR ACTIVITY BY CHANNEL MAX

ABOUT THE ACTIVITY AND HOW TO PARTICIPATE

The following terms and conditions shall only be applicable to Multi Screen Media Pvt. Ltd., and/or its affiliates (“**MSM**”) owned television channel ‘MAX’ (“**Channel**”) planned activity conducted i.e. “Dumb Charades” within all the media agencies located across towns of Mumbai, Bangalore and Delhi.

THE SPECIFIC TERMS AND CONDITIONS

Activity Dates	September 03, 2014 upto September 19, 2014 or such other date as decided by MSM in its sole discretion.
Start and End Timings of Activity	Between 2 PM to 2 AM IST on the day of the Contest
Registration Start date and End (18 th August, 2014 upto 29 th August, 2014 or such other date as decided by MSM in its sole discretion.
Venue of the Activity	Across all the agencies contacted by MSM which are located in the towns of Mumbai, Bangalore and Delhi and/or venues as decided by MSM in its sole discretion.
Grand Finale	September 19, 2014, Mumbai
Specific Terms of Participation in Activity	<ol style="list-style-type: none">1) Each team comprises of three (3) Participants from same office/agency and same location. An agency can have as many teams as they want.2) One player/Participant can be only on one (1) team;3) The mode of activity, the rules and regulations of the game shall be elucidated on the spot to the teams. MSM herein reserves its explicit right to disqualify any team and/or participant who disagrees to follow the rules as intimated by MSM.4) There would be a city level activity where all the teams from that city would face each other and two (2) teams from Mumbai, two (2) from Delhi and one (1) from Bangalore shall be selected for the Grand Finale to be held in Mumbai.5) There will be a Grand Finale with selected five (5) teams which would happen in Mumbai at a larger scale. The Grand Finale would be a notch up in all aspects as compared to the city level activity.
Registration of each Participant	<ol style="list-style-type: none">3. The Participant shall log on to http://www.notalkies.sonymax.tv (“Website”) to register themselves. The Activity and Grand Finale terms and conditions shall be mentioned on Website.
Specific Process for	<ol style="list-style-type: none">1) The decision, manner and process of MSM in choosing the

choosing the Winner	<p>Winner and the appropriate answer shall be final and binding on the Participants and the Participants while entering into this Activity agrees to accept MSM's decision as final without any further claim in this regard.</p> <ol style="list-style-type: none"> 2) MSM shall not entertain any mail or query questioning or otherwise asking for the definitive process for choosing the Winner and the Participants by participating in the Activity shall be bound by these T&Cs and basic T&Cs. 3) MSM reserves the right to withdraw or discontinue and/or terminate the Activity at any stage without prior notice and without any liability whatsoever to the Participants. 4) The decisions of MSM and its representatives shall be final and binding on all aspects of the Activity.
Announcement of the Winner	<ol style="list-style-type: none"> 1) The Winner(s) eligible to win the Prize shall be announced and declared on Grand Finale of the Activity or such other date and time at decided by MSM at its sole discretion. (the "<i>Winner(s)</i>") 2) The Winner shall be selected on the basis of most appropriate answer to the subjective question amongst the list of Entries received at MSM's sole discretion. For purposes of clarity, Winners shall be chosen at the end of the Activity at Grand Finale and NOT on an hourly/daily/weekly/other basis. 3) The Winners shall be declared as per the terms of the Basic T&Cs 4) MSM shall inform the Winners via email or phone number provided by the Participants at the time of registering for the Activity.
Prizes	<ul style="list-style-type: none"> ➤ The Prizes shall be decided at MSM's sole discretion and will be sent to the Winners within sixty (60) days from the date of announcement of the Winner. ➤ The Winner shall be contacted in the manner specified in the basic T&Cs. ➤ The process of sending the Prizes shall be as per the terms of the basic T&Cs

Comment [RU1]: Keep it open ended

BASIC TERMS AND CONDITIONS

1. The Activity participation is open only to Indian citizens, residing in India; Citizens and/or residents of countries other than India are not eligible to participate. Citizens and/or residents of countries other than India residing in India are not eligible to participate.

2. The Participants must be adults having attained the age of 18 years to participate in the Activity.

(All persons fulfilling conditions mentioned in section 1 & 2 shall be hereinafter referred to as “Participants”)

3. The Participants from each agency as selected/approached by MSM shall be the employees of the agency only; any third party and /or its affiliates are not eligible to participate in the Activity.
4. Activity shall be open for participation as per the timelines specified in the T&Cs for Activity.
5. Employees, agents and promoters (including their immediate family members) of MSM and any of their divisions, affiliates and subsidiaries, and others associated with the Activity in any manner, are not eligible to participate in the Activity.
6. Activity and the Grand Finale is in connection with the promotion and marketing activity conducted by the Channel across such agencies only as selected by MSM in its sole discretion, located in the towns of Mumbai, Bangalore and Delhi.
7. For the purposes of this Activity, participants can enter the Activity by registering themselves by logging in to the Website; which shall have details of the mode of participation in the Activity and other details of the Activity. ‘Participants’ (“*Participants*”) shall be defined as those adult Indian citizens who are the employees of the respective agencies participating in the Activity conducted by Channel and who submit valid Entries and have not been disqualified in accordance with the terms and conditions.
8. The specific requirements for the Activity shall be outlined in the Specific T&Cs. The agencies entering the Activity may submit any number of teams so long as such teams meet MSM’s criteria as specified in these Specific T&Cs.
9. The manner, day and the basis of choosing the Winner shall be specified in the T&Cs of the Activity. The announcement about the Winners and the Prize or Prizes shall be as per these T&Cs.
10. The type and model of the Prizes shall be decided at MSM’s sole discretion. The Prizes may be substituted for other prizes at MSM’s sole discretion. The distribution time and mode of distribution of the Prizes shall be at the sole discretion of MSM.
11. Method and time of prize distribution: MSM shall inform the Winners via email or phone number provided by the Participants at the time of entering the Activity. MSM may require Winners to provide valid photo identity documents including but not limited to passport and ration card prior to handing over the Prizes. MSM may or may not announce the Winners via website/on the spot at the Venue.
12. The Participant can win only once in this Activity. Any subsequent wins of the Participant (if declared) will be automatically void.

13. In addition to Participant Information, Participants shall be required to provide basic personal information about themselves including but not limited to Participants name, address, telephone number or mobile number and email address in order to register /participate/ for prize disbursements for the Grand Finale. The information provided by the Participants may be used by MSM for internal purposes and to send in the future to the Participants promotional information pertaining to the MSM Network.
14. Participants should ensure the accuracy of the information provided by them at the time of entering the Activity.
15. MSM shall make a maximum of 2 (two) attempts each attempt being within 1 (one) hour of each other, to contact the Winners via the email id provided by the Participants. MSM shall not be held liable despite MSM's best efforts, in the event the provided mobile numbers is unreachable due to the following reasons including but not limited to: 1) Email ID or phone number provided by the Participants is incorrect. 2) Email ID belongs to a person other than the Participants 3) Mobile number answered but individual answering refuses to acknowledge MSM, the Contests and/or any relation thereto. 4) Any other reason the Email ID, mobile number or any such other mode via which Participants cannot be contacted.
16. MSM will wait for 24 hours after contacting the winner in the 1st attempt to receive the documents and proofs from the winner. In case the winner does not respond with the said documents as stated in point 15, a 2nd attempt will be made to contact the winner before the 24 hours end. If winner still does not respond after the second attempt within 24 hours after contacting the winner, he/she will then not be eligible to win the prize.
17. Participants shall not pass any derogatory or abusive comments during the Activity. In the event of any such profanity or abusive comments are passed by Participants during the Activity, MSM reserves its rights to forthwith disqualify such Participants from the Activity.
18. The Prizes, when the same are in form of some tangible goods or materials or vouchers, shall be sent by post and/or courier to the Winners as per the address specified by them at the time of registering for the Activity. MSM shall not be responsible if any Prize is damaged in the course of delivery through post and/or courier.
19. Participants agree no clarifications on the questions and the answers used in the Activity and Grand Finale shall be entertained by MSM.

OTHER TERMS AND CONDITIONS

1. By participating and registering for the Activity, each Participant agrees to follow these Terms and Conditions and is deemed bound by any decisions made by MSM in its sole discretion, including any interpretations of the Terms and Conditions.

2. MSM including its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees shall not be responsible for any loss of registrations for any reason whatsoever including, due to any technical problems for registrations received after the deadline as a consequence of computer service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced registrations. The registrations are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions.
3. MSM reserves its right to select and declare or not to declare the Winners in the event no contestant has submitted correct answers. Decision of MSM in this regard is final and no correspondence in this regard will be entertained.
4. While accepting the Prizes, the Winners may be required to sign an “indemnity and release of claims” form provided by MSM, as the case may be, which shall release MSM of all liability. Failure to complete and sign any documents requested by MSM may result in disqualification and selection of an alternate Winner. All decisions of MSM are final in this regard.
5. Mere participation/submitting entries in the Activity does not entitle the Participants to win the Prizes.
6. The Prizes will be awarded to the Winners pursuant to verification and in accordance with these Terms and Conditions.
7. MSM may refuse to give the Prize to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Activity under these Terms and Conditions.
8. The Prize shall be delivered to the Winner subject to submission of all relevant documents, if required in accordance with these Terms and Conditions.
9. Prizes are not transferable, assignable or exchangeable for cash equivalent. Only the Prize Winner, and no other person or agent, may claim the Prize.
10. In case the Winner(s) is / are found to be in violation of any and all rules of the Activity or Grand Finale, MSM reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winner to refund the Prize won.
11. MSM has the right to substitute the Prizes with other prizes of equal value, as determined by MSM in its sole discretion.
12. MSM has the right to amend (add, delete or modify) the Terms and Condition governing the Activity and Grand Finale, prospectively or retrospectively, at its discretion and without prior notice.

13. MSM reserves the right to disqualify any Participant if it has reasonable grounds to believe that the Participant has breached any of these Terms and Conditions.
14. MSM is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Activity is provided "As is" without warranty of any kind. MSM makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any particular purpose.
15. Under no circumstance, unless due to willful misconduct or gross negligence, shall MSM and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against MSM their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Activity and the Grand Finale.
16. By entering into the Activity, the Winners/Participants waive all copyrights including but not limited to Intellectual Property Rights (IPR) and moral rights, rights of publicity and any related rights and consents to MSM's right to use the pictures uploaded by the Participant(s) the captioned posted for the Activity , picture, tape or portray him/her as a Winner, and to exhibit this material 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, except where prohibited by law. The Prize Winners also consent to MSM's right to use his/her name, voice or picture, or the content of his/her Activity entry (collectively, the "**Publicity Rights**"). MSM can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with MSM. MSM shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the Activity and Grand Finale for any purpose.
17. MSM does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Entry of a Participant at any stage of the Activity and during the Grand Finale.
18. Under no circumstance shall MSM including the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if MSM has been advised of the possibility of such damages.
19. Non-conformance by any Participant in the Activity and /or Winners of the Grand Finale will result in immediate disqualification of the contestant from participation or winning the Prizes as the case maybe.

20. MSM reserves the right to withdraw or discontinue and/or terminate the Activity and Grand Finale at any stage without prior notice and without any liability whatsoever to the Participants.
21. The decisions of MSM and its representatives shall be final and binding on all aspects of the Activity and the Grand Finale.
22. Your participation in the Activity by registering through Website will be deemed as an acceptance of the above stated Terms and Conditions.
23. Participants are providing their personal information to Multi Screen Media Pvt. Ltd. and such information will only be used for MSM's internal purposes and to send Participants promotional information in the future pertaining to the Channel/MSM/Website.
24. All taxes, levies and duties due and owing under applicable and statutory laws in connection with all prizes if any, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize Winners.
25. MSM shall not be responsible for 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.
26. MSM shall keep all the information collected from the Participant's confidential. MSM shall ensure that the Contestants are contacted by MSM and MSM shall not share the information so collected with any party, save and except for the purpose of the present Activity. The Participant's by providing the aforesaid sensitive personal information hereby agree that MSM shall have the right to share the information so collected with such other third party and MSM as required for the purpose of the Activity and hereby agreed that they shall not file any claim against MSM for sharing for such personal information. Please refer to Channel's Privacy Policy <http://www.notalkies.Sonymax.tv> that governs the use of your personal information.
27. In exercise of the powers conferred by clause (ob) of sub-section (2) of section 87 read with section 43A of the Information Technology Act, 2000 (21 of 2000), the Central Government has framed the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 ("Privacy Rules") which makes it mandatory for any concern to deal with any personal information including sensitive personal information as per the said Privacy Rules. In course of providing the information for the Activity, MSM shall treat the information and pictures as sensitive and confidential and as per the aforementioned Privacy Rules such information has to be now dealt with as per the provisions specified in the said Rules:
28. MSM shall deal with any Data/information including sensitive personal information, if any, that it receives from MSM or otherwise collects, holds, uses and processes in the following manner: a). Company may also disclose Data/information including sensitive personal information, if any, to governmental agencies and regulators (e.g.,

Comment [RU2]: Please specify correct website

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 MSM. b).The level of data protection using technical, managerial, operational and physical security control measures by MSM shall be such as to be in compliance with all applicable laws including but not limited to Information Technology Act, 2000 and Privacy Rules. c).The term Data/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 Number, or other details pertaining to the identity of the Participants.

29. Participants confirm that the pictures uploaded by them or any part thereof do not infringe upon the statutory rights, common law rights, intellectual property rights including copyrights in literary, dramatic, musical or motion picture rights, patent rights or the trademark or trade names of any person, firm, corporation, association or entity whatsoever. Neither the Pictures nor any part thereof violate the statutory rights of, or the right of privacy, or constitute a libel or slander against any person, firm, corporation, association or entity whatsoever, or violate any other rights not herein specifically enumerated. No Pictures or any part thereof shall be defamatory or contribute contempt of court or breach of contract, or breach of any provision of statute, nor hurt the sentiments of religious groups. In the event of any infringement and/or any unlawful usage of any information including Pictures provided by the Participants, MSM shall not be held liable on any account whatsoever.
30. The Activity is void where prohibited by law. All relevant national and local laws apply.
31. The Activity and Grand Finale shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Activity are subject to the jurisdiction of the Courts at Mumbai only.
32. For any queries on the Activity and/or the Terms and Conditions, please contact **sonymaxnotalkies@setindia.com**

Comment [RU3]: Please check and specify