

Sony PAL Yeh Dil Sun Raha Hai Instagram Contest T&Cs:

The following terms and conditions shall only be applicable to Multi Screen Media Pvt. Ltd., (“MSM”) owned television channel ‘PAL’ (“Channel”) contest i.e. “#EkPalKiLoveStory” (“Contest”) conducted on PAL’s Instagram page <https://www.instagram.com/sonypalofficial> in connection with the promotion of the show Yeh Dil Sun Raha Hai (“Show”) on PAL on the 16th of October, 2014 or such other date as decided at MSM’s sole discretion.

1. The Contest 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. For the purposes of this Contest, ‘Participants’ (“Participants”) shall be defined as those adult Indian citizens participating in the Contest conducted on PAL’s Instagram page <https://www.instagram.com/SonyPalChannel> and who submit valid Entries and who have not been disqualified for reasons specified in these Terms & Conditions.
3. Visitors to the Instagram page may or may not participate in the Contest at their own discretion and at no compulsion from MSM and/or PAL.
4. The Participants must be adults having attained the age of 18 years to participate in the Contest.
5. The Contest shall commence 16th October, 2014 at 1:00 PM and shall end on 22nd October, 2014 at 11:59 PM (“Contest Period”).
6. Employees, agents and promoters (including their immediate family members) of MSM and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
7. The Participants shall be required to provide basic personal information about them including but not limited to Participants name, address, telephone number or mobile number and email address in order to register and participate in the Contest. 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.
8. The Contest shall consist of asking the users to share pictures that will depict a love story and caption the picture with a one line love story using the #EkPalKiLoveStory, tagging @SonyPalOfficial and #YehDilSunRahaHai. (“Entries”). A total of 2 (Two) winner (“Winner”) shall be selected for the best / creative / innovative story under 140 characters.
9. The Winners will be declared as and when decided by the Company.
10. Participants entering the Contest may submit any number of Entries so long as such Entries meet MSM’s criteria as specified in these terms and conditions (“**Terms & Conditions**”) even if not chosen as one of the final 02(Two) finalists, any Participant may at MSM’s sole discretion be declared a winner of the Contest.
11. Winners shall win prizes (“Prize/Prizes”) consisting of 1 Pair of American Diamond Earrings & 1 Sony Pal Branded Mug.
12. 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 Contest. 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 the Website

13. The distribution time and mode of distribution of the Prizes shall be at the sole discretion of MSM.
14. Participants should ensure the accuracy of the information provided by them at the time of entering the Contest.
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 Participant is incorrect. 2) Email ID belongs to a person other than the Participant 3) Mobile number answered but individual answering refuses to acknowledge MSM, the Contest and/or any relation thereto. 4) Any other reason the Email ID cannot be contacted.
16. The Prizes 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 Contest. MSM shall not be responsible if any Prize is damaged in the course of delivery through post and/or courier.
17. Participants shall not post any profanity or abusive comments on the Website Contest page. In the event of any such profanity or abusive comments posted on foregoing pages, such Participants shall be disqualified forthwith and MSM reserves its rights, in addition to removing such post, to take a legal action against such participant and/or user.
18. Participants agree no clarifications on the questions and the answers used in the Contest shall be entertained by MSM.

OTHER TERMS AND CONDITIONS

1. By participating in the Contest, 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 Entries for any reason whatsoever including, due to any technical problems for Entries received after the deadline as a consequence of computer service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced Entries. The Entries 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 Contest 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 Contest 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 of the Contest.
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 Contest, 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 Contest, 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 Contest 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 Contest.
16. By entering into the Contest, the Participants confirm that the pictures uploaded by them are pictures for which the Participants have
17. By entering into the Contest, 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 Contest , picture, tape or portray him/her as a Contest Winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, Show, 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 Contest 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 Contest for any purpose.

18. 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 Contest.
19. 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.
20. Non-conformance by any Participant and /or Winners of the Contest will result in immediate disqualification of the Contestant from participation or winning the Prizes as the case maybe.
21. MSM reserves the right to withdraw or discontinue and/or terminate the Contest at any stage without prior notice and without any liability whatsoever to the Participants.
22. The decisions of MSM and its representatives shall be final and binding on all aspects of the Contest.
23. Your participation in the Contest by posting the Entries will be deemed as an acceptance of the above stated Terms and Conditions.
24. 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.
25. 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.
26. 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.
27. 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 Contest. 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 Contest 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.sonypal.in/privacy.php> that governs the use of your personal information.
28. 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 aforesaid Entries in the Contest, 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:

- 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., 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 contest is void where prohibited by law. All relevant national and local laws apply.
31. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
32. For any queries on the Contest and/or the Terms and Conditions, please contact sonypalsocial@gmail.com.