

TERMS AND CONDITIONS FOR THE "PAL DEKHO SMART BANO" CONTEST ON PAL

The "**PAL DEKHO SMART BANO**" Contest (herein after referred to as the "**Contest**") is hosted by Sony Pictures Networks India Private Limited ("**Contest Organiser**") in relation to the channel PAL ("**Channel**"), on such terms and conditions as stated hereunder ("**Terms and Conditions**"):

CONTEST DETAILS

- A. The Contest shall be held on the Channel from September 30, 2017 till October 21, 2017 ("**Contest Period**").

Any viewer interested in participating in the Contest shall during the Contest Period call on the toll free number 18002102233 ("**Toll Free Number**") and register for the Contest ("**Contest Participant(s)**"). The Contest Organiser shall during the Contest Period ask one question per episode in 5 (five) shows on the Channel between 7.00 PM to 10.00 PM and the Contest Participant is required to give a missed call to the Toll Free Number on the same day between 7.00pm to 12 midnight post which the Contest Participant shall receive a call back by an IVR system to collect the answer from one of the options provided in the question. The Contest Participants will also be required to register their Pin code number & Address for further communication. Contest Participants can submit their answer only once and any subsequent attempt for the same question shall be disallowed. Incomplete, erroneous and/or submission of answers/response after the Contest Period shall not be considered and shall be null and void.

- B. Upon submitting the correct answer to the question asked on the previous day of the Contest Period the Contest Organiser shall, on the basis of random selection process, select fifteen (15) winners ("**Contest Winner(s)**"). Contest Winners shall be declared on the Channel & on Channel website in the following fortnight between 5pm (Indian Standard Time) and 12pm (Indian Standard Time). Each Contest Winner shall be entitled to receive a LAVA Smartphone ("**Contest Prize**"), subject to the Contest Winner providing the requisite information and/or documents to the Contest Organiser.

- C. The Contest Organiser and/or its representative shall make three (3) attempts to contact the Contest Winner for procuring his/her details for dispatching the Contest Prize.

- (a) In the event the Contest Winner is not contactable, either due to his/her mobile number being out of coverage, switched off or any other reasons, the Contest Organiser shall be relieved of its obligation towards such Contest Winner and shall be free to choose another Contest Winner.
- (b) Upon successful contact with the selected Contest Winner, the selected Contest Winner shall be required to provide his/her Personal Identifiable Information such as, residential address, email

ID, identity proof documents (which will be required to be shown at the time of accepting the Contest Prize) etc.

(c) Upon receipt of the aforesaid Personal Identifiable Information, the Contest Organiser and/or its representative shall courier the Contest Prize at the residential address provided by the Contest Winner. The Contest Organiser and/or its representative shall make only one (1) attempt to send the Contest Prize to the Contest Winner and if the packet containing the Contest Prize is undelivered, for any reasons whatsoever, the Contest Organiser shall be relieved of its obligation towards such Contest Winner and shall be free to choose another Contest Winner.

D. The Contest Participant stands the chance of winning only once in this Contest. Any subsequent wins (if declared) will be automatically void.

GENERAL TERMS AND CONDITIONS

1. The Contest is open only for Indian nationals except Tamil Nadu, Andhra Pradesh, Telangana, Kerala & Karnataka circles
2. The Contest is strictly governed by the laws of India including the Privacy Laws of India.
3. The participants must have attained the age of 18 years to participate in the Contest.
4. Employees, agents and promoters (including their immediate family members) of Sony Pictures Networks India Private Limited and any of its divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
5. The Contest Participants must compulsorily register himself/herself with the Contest Organiser and must provide the correct answers to the questions to be eligible for the Contest Prize. Mere participation in the Contest does not entitle the Participants to win the Contest Prize.
6. There is no entry fee required to participate in the Contest. The selection of the Contest Winner is the sole discretion of the Contest Organiser.
7. The Contest Organiser shall not be responsible for any technical disruption and/or failure/server problems and/ or any other difficulties of such nature, due to which the participant is unable to register and/or participate in the Contest.
8. The Contest Organiser reserves the right to disqualify any participant from participating in the Contest without assigning any reason. The decision of the Contest Organiser in this regard shall be final and binding upon the participants.
9. The participants will need to provide their name, mobile number, address and email ID ("**Personal Identifiable Information**") at the time of registering and/or being contacted by the Contest

Organiser and/or its representative. The Personal Identifiable Information is requested to identify the Contest Participant and contact them in case he/she is the Contest Winner. Save and except for the Contest Winner, the Personal Identifiable Information shall not be retained by the Contest Organiser and shall be deleted from all the Contest Organiser's records within forty five (45) days of the last date of the Contest Period.

10. The Contest Organiser reserves its right to select and declare or not to declare the Contest Winner and/or the Winners if no contestant has submitted answer/response upto the satisfaction of Contest Organiser. The decision of Contest Organiser in this regard is final and no correspondence in this regard will be entertained.
11. The Contest Organiser or its representatives shall contact the selected Contest Winner on the mobile number submitted at the time of participating in the Contest. The Contest Organiser/or its representatives shall make a maximum of three (3) attempts within twenty four (24) hours to contact the selected Contest Winner on his/her mobile number. In the event, the selected Contest Organiser and/or its representatives are not able to establish successful contact with the selected Contest Winner (i.e. in case the mobile number is, switched off, busy or not answered), that selected Contest Winner shall not be considered for the Contest Prize and the Contest Organiser may in its sole discretion choose another Contest Winner.
12. The Contest Winner shall at the time of receiving the Contest Prize shall be required to show and confirm his/her name, mobile number, email address and photo ID proof. Failing to provide the requisite information and/or not presenting necessary proof of participation and identity to the satisfaction of Contest Organiser, the Contest Winner shall be disqualified from collecting the Contest Prize and Contest Organiser may, at its discretion, select other Contest Winner.
13. While accepting the Contest Prize, the Contest Winner may be required to sign an "indemnity and release of claims" form provided by the Contest Organiser, as the case may be, which shall release the Contest Organiser of all liability. Failure to complete and sign any documents requested by the Contest Organiser may result in disqualification. All decisions of the Contest Organiser are final in this regard. In any event, by participating in this Contest, the Contest Participants undertake and represent that in no event Contest Organiser shall be held responsible and/or liable for any cause of action arising out and/or related to this Contest.
14. By entering into the Contest, the Contest Winner waive all copyrights, rights of publicity and any related rights and consents to Contest Organiser's right to 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, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Contest Winner also consent to Contest Organiser's right to use his/her name, voice or picture, or the content of his/her Contest Entry(ies) (collectively, the "**Publicity Rights**").
15. The Contest Organiser and/or its representatives shall not be liable for any defect in the Contest Prize and makes no representation and/or warranty regarding the same and hereby expressly

disclaims all other warranties, express or implied including but not limited to any implied warranty or merchantability or fitness of the Contest Prize.

16. The Contest Prize is not transferable, assignable or exchangeable. The Contest Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Contest Winner, and no other person or agent, may claim the Contest Prize, as applicable.
17. The Contest Organiser has the right to substitute the Contest Prize with any other prize of similar or equal value, as determined by Contest Organiser in its sole discretion.
18. The Contest Participants acknowledge that they will not hold liable, the Contest Organiser and/or any of its affiliates and/or agencies engaged by them with regard to this Contest and/or for any loss or opportunity, monetary loss due to their participation in the Contest.
19. The Contest Organiser reserves all rights to make amendments to the existing terms and conditions contained herein at any time without prior notice.
20. The Contest Organiser 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. The Contest Organiser makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Contest Participants and/or any third party including, without limitation, warranties as to Contest Prize, accuracy, timeliness, completeness, merchantability, and/or fitness for any particular purpose.
21. Under no circumstance, unless due to willful misconduct or gross negligence, shall the Contest Participant and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Contest Participant and/or any third party for any loss, profit or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Contest Organiser has been advised of the possibility of such damages. The Contest 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 or elsewhere against the Contest Organiser and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
22. 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.
23. By your participation in the Contest you agree to be bound by any decisions made by Contest Organiser in its sole discretion, including any interpretations of these Terms and Conditions.
24. By calling on the toll free number for registering yourself for the Contest shall be construed as you have read and understood these Terms and Conditions for participating in the Contest and shall be deemed as an acceptance of the Terms and Conditions.

