

RULES & REGULATIONS GOVERNING “LUKA CHUPI WITH JUHI”-

I. CONTEST DESCRIPTION:

“LUKA CHUPI WITH JUHI (“**Contest**”) is a contest that will be held during the intervals of the shows of PAL on 30th December, 2014 between 08:00 pm to 10:00 p.m. The contest will be telecast on PAL (“**Channel**”) which channel is owned by Multi Screen Media Private Limited and/or its affiliates (together known as “**Company**”).

II. DEFINITIONS:

1. “**Participant (s)**”: Any person(s) who participates in the Contest and who (i) is above eighteen (18) years of age; (ii) is a citizen of India residing in India and (iii) enters the Contest in accordance with the rules stated below. Employees of the Company, of the advertising agency which has been appointed from time to time, and also employees of the main 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, are ineligible to enter the Contest.
2. “**Contest**”: Juhi Chawla will come on-air on channels other than SONY PAL asking the home viewers to find where she he headed / where they can catch her & if they do trace her & answer simple question being asked.
3. “**Contest Days/Term**”:
4. “**Daily Winner(s)**”: The winner who is decided through a randomizer and who has answered the Contest Questions correctly in the valid format eligible for the prize.
5. “**Daily Prize (s)**”: PAL merchandises
6. “**Home Viewers**”: Persons viewing the shows of the Channel during its initial exhibition on the Channel.
7. “**Rules and Regulations**”: These Rules and Regulations governing the said Contest, stated herein in entirety, as may be amended from time to time.

III. PROCEDURE TO PARTICIPATE IN THE CONTEST:

Questions on air

1. A set of questions will be aired every day between 08:00 p.m. to 10:00 p.m.
2. The question for the Contest of the day will be broadcast at any given time between 08:00 p.m. hours to 10:00 p.m. hours of the same day, or around that time, as determined by Channel management. Post the completion of each Episode, all the questions aired on the respective Contest Day will be available on the website (www.sonypal.in) until the closure of lines.

Participation

1. Home Viewers may participate in the Contest by sending an SMS.
2. The above mentioned schedule could be added to, modified or cancelled based on programming requirements and in such an event, the Contest will be extended, cancelled or terminated early as decided by the Channel management.
3. In case the SMS (“Entry”) is made after the lines have closed, or SMSs sent are not received by the timelines as defined above, the said Entry (ies) shall not be deemed as a valid Entry. Premium rates for SMS shall be applicable. Please check with your respective service providers for the same. Roaming rates may apply.
4. The cellular/landline number from which the response 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. Each Participant shall be entitled to submit multiple entries. Entries sent each day shall be considered for the random selection process for that particular date only. In the event a Participant sends the Entries and/or correct answer multiple times, his/her cellular number shall be considered only once in the random selection process. In effect, there is no benefit of sending right answer multiple times from the same number. The Participant can win only once in this Contest. Any subsequent wins of the Participant (even if declared) will be automatically void.
5. To participate in the Contest the Participant has to enter the correct answer by selecting the correct option and sending the entry in the

manner prescribed in the grid below and as stated in the promos of the Contest:

Mode of participation	Number to be used for Participation
SMS	52525

1. How to answer through SMS?
 - a. Participant(s) shall be required to send their Entries via text message to: SMS to 52525- viewers can choose any one of the options A, B,C or D such other option layouts as decided at the sole discretion of the Channel/MSM. To be eligible to be shortlisted for the Daily Prize, all the four answers have to be answered in the manner specified herein.
The Participant(s) submitting their Entries to the Contest via SMS shall be in format of:
 - b. In case of error in SMS format, the response message will read “Invalid entry. Please re submit your entry in the format PAL<Space>A/B/C/D
 - c. The acknowledgement message will read “Thank you for your participation. T&C’s on www.sonypal.in. Rs 3/SMS. Keep watching TV channel PAL.”

6. CHARGES

SMS : Every SMS sent to the participation numbers will be charged as below.

- BSNL Rs.4/- per SMS, others -Rs.3/- per SMS - 52525*(All Subscribers)

SMS’ sent in the wrong format or with the incorrect answer are also chargeable.

*Available only on select operators. Terms & Conditions on www.sonypal.in

- No entry fee, (except for the SMS charges) is applicable to submit Entries. The Contest is available on the following mobile operators: **Aircel, Airtel, BSNL, IDEA, LOOP Mobile, MTNL Delhi, MTNL Mumbai, Reliance, Tata Docomo, Tata Indicom, Virgin Mobile & Vodafone in select circles**

Roaming charges may apply. Kindly check with your telecom service provider for the applicable rates.

Daily Winner Selection

1. All valid correct entries received per day will be added to the Cluster which will be used for random selection of one winner per day.
2. A Daily Winner who has already been declared as a Daily Winner in any previous day of the Contest will not be eligible to be declared as a Daily Winner on any future day.
3. The randomization process to select the Daily Winner(s) will be undertaken with the help of a randomizer software developed specifically for the purpose of selection. In the event of a software failure, Channel management may adopt any other methodology or criteria to select the Daily Winners, depending upon requirement and availability of time.
4. The total shortlisting of the Daily Winners, timelines and methodology of determining winners are subject to change based on programming / creative requirements, degree of participation, technical issues, force majeure reasons, etc.
5. Mere participation/submitting Entries in the Contest do not entitle the Participants to win the Prize(s). A mere nomination or announcement of the Participant for winning the Prize does not entitle Participant to win the Prize/guarantee the Prize.
6. Participant can win only once irrespective of either sending Entries through different mobile numbers or same mobile number with different Participant names or sending same Entries multiple times or same Participant sending Entries every day during Contest Day.
7. For clarity purposes, there shall be no roll over of selected/nominated Participants for winning the Prize during the next day of Contest. All randomly selected/nominated Participants shall be contacted only once, in case they cannot be contacted their names shall be dropped from the list of nominations/selections eligible to win the Prize.
8.
 1. Channel and Company are not responsible if the call-back is not successful due to:
 - a. Line being busy
 - b. Congestion on the network
 - c. No answer received
 - d. Poor call conditions / unclear reception
 - e. Number engaged
 - f. Call drop
 - g. Other reasons that could render a call unsuccessful or terminate it.

2. In spite of making two (2) attempts with a gap of 15 mins each, for all Daily Winner(s), if the Company is unable to contact them, the Company shall not be liable by the Daily Winner on grounds of not being contacted.
3. The selected Participant will receive a call from the Company and the selected Participant must confirm the details asked for by the Company immediately. The Company will ask the Participant to confirm if he/she has sent the Entry for participation in the Contest. If the confirmation required or the other information asked for is not provided on the call, then it shall lead to disqualification of such Participant from the selection process. The Company will attempt to arrange for the call backs between 9 am and 9 pm only.
4. The first person who answers the winning phone number and claims/confirms that he/she is the Participant, will be considered as the Participant as per the Rules and Regulations of the Contest. The Company will not be responsible to determine the correct Participant in the event of more than one Home Viewer having participated from a particular number, or the incorrect person answers the call and claims to be the Participant, or refuses to permit the actual Participant to continue the call.
5. Company will use their best efforts to contact the selected Participant, but will not be responsible or liable in any way whatsoever if the Participant cannot be reached by telephone, on the number provided, on first attempt of reaching the Participant.
6. The following process will be followed by the Company Producer once connected with the randomly selected Daily Winner for the telephonic audition call-back:
 - a. If the receiver of the call confirms that he/she is the Participant, then the Participant will have to choose between Hindi & English language options.
 - b. The Participant is informed that the call is being recorded and also confirms that the Contest is subject to the rules and regulations available on the Channel website and the Participant agrees to abide by such rules.
 - c. The Company will then ask the Participant to provide his/her Name and Address.
 - d. The Company will record the details provided by the Participant and ask for his/her date of birth, nationality and Permanent Account Number (PAN).

- e. If the details provided by the Participant indicate that the he/she is not an Indian and / or does not possess a PAN and/or is a minor, then only one further opportunity will be provided to such selected Participant to revise/ confirm their answer, after which the call will be terminated and the Participant deemed disqualified and thus ineligible to be a Daily Winner to receive the prize money.
- f. If the details provided by the Participant indicate that he/she is an Indian national, not a minor and possesses a PAN card;

Winner Declaration and Pay-out

1. The Participant selected as the Daily Winner Winner is required to send attested copies of one the following documents as valid name, citizenship and age proof to support the claim as per the call back process, by Registered AD post within 24 working hours from date of host call-back.
 - a. Birth certificate
 - b. Passport
 - c. Voter's ID
 - d. Driving License

In addition, the Daily Winner is required to send self-attested copies of one the following documents as valid address proof:

- a. Passport
 - b. Voter's ID
 - c. Driving License
 - d. Ration card
 - e. Landline bill
 - f. Electricity bill
2. In addition, the Daily Winner is required to send in a self-attested copy of his / her PAN card, vendor declaration form (in pdf and duly signed hard copy, original cancelled cheque/original bank account confirmation certificate and address proof. PAN card copy and bank certificate (verifying the Winner's bank account credentials) are compulsory for pay-out. After receipt and verification of the following documents, The Company will send the Winner a copy of a Release Form which needs to be signed by the Winner and returned to the Company. The payment will be issued only on the basis of receipt a signed Release Form.
 3. The documents should be sent to the following address, by Registered AD post only:
PAL MARKETING TEAM
Multi Screen Media Pvt. Ltd.

Interface, Building 7, 4th floor,
Off Malad Link Road,
Malad West
Mumbai - 400064
India

The Company will not be responsible in case of any delays or loss of the documents in transit and no requests / complaints will be entertained with respect to the same.

4. Upon completion of successful verification, the Participant will be declared as the Daily Winner and will be paid out as per the standard payment process followed by the company. Tax will be deducted at source for any such payment, as per applicable rates.
5. Announcement of a participant's name as winner based on the outcome of the randomizer software does not automatically entitle him/her to get the prize money. The payout of prize money will be subject to the winner fulfilling all conditions of eligibility of participation and proof of identity / legal & financial documents.

IV. GENERAL TERMS AND CONDITIONS

Participants

1. Participation in the Contest by sending Entries in any manner as described herein shall be considered to be acceptance of these Rules and Regulations.
2. Contest is open to citizens of India who have completed 18 years of age on the date of participating in the Contest, and the citizen should be of sound health and mind.
3. Persons must enter the Contest on their own behalf and entry(ies) by proxy will not be accepted, even for their immediate family members.
4. An entry is not transferrable, assignable. Only the prize Winners and no other person or agent, may claim the Prize(s).
5. Employees of the Company, the advertising agency (if any), appointed from time to time, other related parties, employees of the main 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 Contest. Failure to provide proof or affidavit of eligibility, including the

- correct date of birth within the defined time, upon request by the Company may result in disqualification and non-payout of prize. The Company also reserves the right to disqualify a Participant in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Company or any of the Company's sub-contractors and vendors used by them in the Contest, and in the information stated in the documents furnished by the Participant.
6. The Participant 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 participate in the Contest, as the case may be.
 7. The Participant shall undertake, warrant and guarantee to the Company that the Participant has the full legal capacity to participate in the Contest in accordance with these Contest Rules.
 8. The Participant(s) 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.
 9. If entries are received for participation, it is assumed that the person sending in the entry has provided us with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry

Information

10. Participant is required to furnish necessary supporting documentation which is in English/Hindi language only (refer list of documents in Winner Declaration and Pay-out section or any such document as requested by the Company) to confirm the eligibility of the Participant.
11. Participant (s) is / are required to send the necessary supporting documentation to the Company within 24 hours from receipt of confirmation call via Registered AD post only. Failure to comply with the above, will result in disqualification and subsequent ineligibility to receive the prize money. Proof of delivery to Company is not eligible as a proof of receipt by the Company.
12. Company may, at its discretion contact the Participant(s), if required, for any clarifications needed for the information provided in the participation entry.
13. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Contest and subsequent ineligibility to receive the prize money.

14. In case there is any mismatch of Participant(s) details in any round of the Contest, the Participant(s) will be disqualified and subsequently become ineligible to receive the prize money.
15. Disbursement timelines of prize money will be at the discretion of the Company as per its standard day-to-day operating payment procedure.
16. All personal details and information requested by and supplied to the Company by each Participant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Participant from the Contest at its sole discretion, should the Participant at any stage supply untruthful, inaccurate or misleading personal details and/or information.
17. 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) shall be liable to refund all amounts received from the Company.

Speaking to the media and third persons

18. None of the Participants shall, without the prior written approval of the Company, 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 or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Participant shall not disclose any information whatsoever relating to the Company, or the Contest to any other party.

Telephony

19. In the event the Participant uses a public phone or phone not registered in his name for participation, the Company will not be responsible to track the Participant.
20. In case the Company is unable to reach the Participant, the participation entry will be deemed as invalid.
21. In the event is it not possible to determine with certainty the person who participated from a particular telephone number, that entry would be disqualified. Participants are requested to use phone numbers which are unique to them and where they do not foresee such difficulties.
22. Company shall not be liable for any failure of SMS server or system, or incomplete entries submitted by Participant(s).
23. Post submission of the entry via SMS, the Participant(s) will not be permitted to modify / alter / change answer submitted.

24. Only the Entries received after the Contest questions are broadcast on the Channel will be considered valid. Time of receipt of Entry will be the time of receipt at the servers of the telephony partners contracted by the Company.
25. The Company shall endeavor to make all reasonably practicable arrangements to minimize telephone system difficulties, ensure uptime of systems, back-up of data, telephone system capacity, and prevent other technical impediments, but can make no guarantee thereof.
26. Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of participation entries.
27. The Company shall not be responsible and/or liable in any manner whatsoever in case the Participant(s) are unable to participate in the entry process due to failure on the part of the telecom operator, facility provider, etc, or due to capacity constraints.

Winner Declaration

28. Decision by the Company with respect to short listing of Participants in terms of numbers, methodology, timelines and prize money will be binding on all Participants.
29. The Participant(s) understand that their selection will be based on a random selection through a software. No claims / requests to review records of the same will be entertained.
30. The Company will not entertain and permit the Participant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.
31. At no point of time will the Company be obliged to notify unsuccessful Participants of its decision.
32. All attempts will be made to protect Contest entry data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the selection process, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.

Intellectual property rights and access to personal information

33. On request of the Company, the Participant(s) shall also make arrangements for the Company to have access to his / her residence, work place, favorite hangouts, pets, etc. and obtain necessary permissions from his / her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.

34. The Daily Winners of the Contest agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign (“Promotional Activity”) of any nature whatsoever without any money payable to the winner(s). Further, the Winner(s)/Participant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company.
35. Acceptance of the Terms & Conditions by the Participant constitutes permission for the Company, and its affiliates to click photographs, record videos of the Participant(s) and use the Participant(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. All videos, photographs, screenplay, etc. shall be the intellectual property of the Company alone and shall be held till perpetuity.

Questions and answers

36. The Company 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
37. The Company’s decision on the correctness or incorrectness of any answer is final and binding on all Participants

Prizes

38. The Daily Prize which can be won in the Contest is PAL merchandise.
39. The Company may refuse to pay the Prize or reclaim all sums paid to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Contest under the Rules.
40. Company reserves the right to revise the prize money for the Daily Prize, as per their discretion.
41. The Prize(s) shall be delivered to the Winners subject to receipt of all relevant and valid Documents, as requisitioned by MSM in accordance with these Terms and Conditions of the Contest. In case of non-submission/incorrect/invalid/delayed submission of Documents, the Prize shall be forfeited and the Participant shall no longer be Winner of the Contest and MSM shall be entitled to transfer the Prize to another Participant of the Contest.
- 42.

General terms

43. The procedures for participation in the Contest are subject to the Rules and Regulations stated herein. Non-conformance by any Participant(s) to these Rules and Regulations of the Contest will disqualify them from participation or Prize, immediately, as the case may be.
44. In the event of any fault, misunderstanding or dispute concerning any part of the Contest, and/or the operation of the telephone system, Call-backs, the selection of Winners at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all Participants.
45. The Company reserves the right to amend (add, delete or modify) the Rules & Regulations governing the Contest, prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Contest or remedy any issues that occur. The Company is not liable to inform the Home viewers, the Participants or the Winner about the amendments to the Rules and Regulations.
46. The Company has the right at any time to terminate the Contest without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who propose to participate in the Contest.
47. All participations shall be subject to completion of the procedures by the Participant as per instructions received on the Channel / by the Company.
48. Participation shall be deemed to be consent by the Participant to receive promotional messages about the Contest of the Company from the Company or any third party so authorized by the Company.
49. Company shall keep all the information collected from the Participants confidential for the purpose of inviting the Participants, if selected. Company shall ensure that the Participants are contacted only for the purpose present Program and all such information collected by the Company shall be destroyed if the Participants are not selected. Company shall not share the information so collected with any party, save and except for the purpose of the present Participants. The s by providing the aforesaid sensitive personal information hereby agree that the Company shall have the right to share the information so collected with such other third party as required for the purpose of the Competition and to send promotional messages regarding the Channel and the Company and hereby agreed that they shall not file any claim against the Company for sharing for such personal information.
50. If the operation of the Contest (including without limitation the operation of the related telephone systems, call centre operations, and software systems); the recording; broadcast of any/all of the Show is prevented by

- an event of force majeure, the Company may cancel all or any part of the Contest/Show, or take such other decision as it deems fit.
51. The Company reserves the right to re-schedule the date(s) of participation, call-backs, and broadcast, at its discretion.
 52. In case the Winner(s) is / are found to be in violation of any and all rules of the Contest, the Company reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned winner to refund the prize money won with penalty interest as deemed fit by the Company.
 53. If Participants are unclear as to the Rules and Regulations he/she will have to send an email to sonypal@setindia.com. The Company shall endeavor to the best of its ability to respond thereto. The above shall not, however, be a ground for extension of time / deadlines as specified herein.
 54. The Company reserves the right to change the structure of the Contest as it sees fit including without limitation by adding / reducing / altering rounds to the Contest.
 55. If any provision of these Contest Rules is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules and the remainder of the affected provisions shall continue to be valid.
 56. These Rules and the Contest shall be governed by and construed in accordance with the laws of India and the Participants submit irrevocably to the jurisdiction of the Courts in Mumbai alone.
 57. Participation does not guarantee the selection as Winner and such selection shall be as per the sole discretion of the Company or its affiliates
 58. The Company of the Contest is empowered to take a decision on any case not covered by the present Rules and Regulations

Liability

59. The Company and/or the Channel 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 Participant(s) and/or the Winner (s) in any manner whatsoever, in relation to the Contest and/or prize.
60. The Company, the advertising agencies (if any), the sub-contractors used by Company for the Contest, and any person or entity connected with the production (including the format owners and the broadcasters of the Show), the Contest or the Show (the "Relevant Parties") shall be under no liability whatsoever to the Participants, in respect of any loss, damage suffered by the Participants 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 Participants at any stage of 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 other equipment or 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 Participants; or circumstances beyond the Relevant Parties reasonable control.

61. The Winner(s) and/or the Participant(s) of the Contest agrees that he/she shall hold harmless the Channel, Company, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the Contest including but not limited to the procedure in the Contest 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 sponsor and/or the Channel/Company to claim any damages or reliefs.
62. The Company or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the Contest.
63. Company and its sub-contractors cannot and shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Contest on account of any factors beyond their control.
64. Company and its sub - contractors shall not be held responsible or accountable to any of the Participant(s), for any loss, injury or any other liability which may arise, while participating in the Contest. The Participant(s) agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Contest in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Participant(s) involvement in the Contest
65. The Participant(s) hereby agree to indemnify the Company or its affiliates against any claims that might arise from their actions or omissions while participating in the Contest