

TERMS AND CONDITIONS

The following are the terms and conditions governing the “Modak Contest” (“**Contest**”) hosted by Viacom18 Media Private Limited (“**Viacom18**”) on Colors Marathi Facebook profile at the URL <https://www.facebook.com/ColorsMarathi/> (“**Facebook Page**”) for the promotion of the program “Aaj Ka Special” (“**Program**”) being aired on the channel Colors Marathi (“**Channel**”) in India from 25th Sept, 2014. The contest will be held for one month i.e., from ___12.00am___ on August 18th 2017 to ___11.30pm___ on September 3rd 2017 (“**Contest Period/ Period**”). (“**IST**”)

The contest invites interested person’s to participate in the Contest by sharing a selfies with the modaks made/created by themselves and following all required mandates herein below (“**Participant(s)**”).

Any information gathered through this Terms and Conditions including the Entry shall be subject to Viacom18’s Privacy Policy (“**Privacy Policy**”) which is available at <https://www.facebook.com/ColorsMarathi/> and incorporated herein by reference.

By participating it is deemed that the Participant(s) have read, understood, accepted and agree to unconditionally abide with all the Terms and Conditions of the Contest.

Principle Rules

1. To participate in the Contest the Participant(s) shall follow the procedure as detailed below:
 - a) Participant(s) must be citizens of India residing in Maharashtra and of eighteen (18) years of age or above at the start date of the Contest Period. The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.
 - b) Employees of and/or consultants of and/or persons hired on contract by Viacom18 and the members of their immediate family are ineligible from participating in the Contest.
 - c) All Participant(s) must have a valid Facebook account and have to ‘like’ the Facebook Page to be eligible to participate in the Contest. For the sake of clarity, it is hereby agreed to and confirmed by the Participant(s) that the same does not include a Facebook account opened and operated by a family member and/or friend of the Participant(s).
 - e)d) During the Contest Period, the Participants shall be invited to send their selfies with modaks created/made by them via a private message via the “Message” tab provided on the Facebook Page or on feedback@colormarathi.com.

—At the end of the Contest Period, out of all the Entries received within the Contest Period, three (03)3 Participants who have shared the best selfies with the modaks that they have created themselves with Viacom18 via the abovementioned means shall be shortlisted, at end of the Contest and such Participant(s) shall be eligible to win the Contest (“**Shortlisted Participant(s)**”). The decision of Viacom18 is final and binding in this regard. Each Entry shall be judged inter alia, on the basis of its relevancy to the Contest, its originality, uniqueness, innovativeness. The decision of Viacom18 is final and binding in this regard.

- e) Such Participant(s) from the Shortlisted Participant(s) who fulfill all of the requirements set out in these Terms and Conditions including submitting of valid Documents (defined herein below) to the satisfaction of Viacom18 shall be entitled to win.
 - f) Failure to comply with the all of the above shall render the Participant(s) Entry invalid.
2. The Shortlisted Participants will be contacted via the “Reply” option on their post to provide their name, age, email id and phone number (“**Contact Details**”) to the Facebook page via the “Message” option within 24 hours. Upon receiving the message, the Shortlisted Participants would then be asked to write an email to feedback@colormarathi.com with their name, age, email id and phone number (“**Contact Details**”) within 24 hours of such message without which they will not be entitled to the Prize. Each Participant(s)/Winner(s) consents to the use of information supplied by the Participant(s)/Winner(s) for the purposes as set out in these Terms and Conditions. The Participant(s) agrees and confirms that such contact details shall be their own, and the Participant(s) shall at no time submit any contact details which belong to a third party.
 3. Upon receipt of the Contact Details, Viacom18 or its agency shall contact the Shortlisted Participants via email to submit scanned copies of their identity proof, age proof and address proof (e.g. picture of passport/electricity bill/any other valid ID for verification) (“**Document**”) within 48 hours of such email. In the event, any Shortlisted Participant(s) fails

to submit the Documents his/her participation shall be invalidated and shall forfeit his/her chance to win the Prize. It is clarified that Viacom18 shall not be obligated to shortlist another Participant(s) in place of such forfeited Participant(s).

4. Viacom18 shall make only one (1) attempt to reach the Shortlisted Participants. In case they do not revert, the selection shall be invalidated and Viacom18 shall not be liable to that Shortlisted Participant(s) in any manner whatsoever.
5. Upon verification of the credentials only those Shortlisted Participant(s) that are in compliance with Terms and Conditions requirements stated herein, shall be contacted via "Message" option on Facebook or via email, informing them that they are the winner(s) ("**Winner(s)**"). The communication to the Winner(s) would be done within thirty (30) days from the end of the Contest Period and the Prize shall be couriered to the Winner(s) thereafter.
6. Communication to the Winner(s) shall be done on or before 5th September 2017. In case the winner announcement is postponed for whatsoever reasons, Viacom18 will not be held responsible.
7. The first Winner shall invited to make the modak as taken in the selfie on the Program or any other recipe which Viacom18 deems fit ("**First Prize**"). The other two Winners shall be entitled to channel merchandise ("**Other Prize**"). **First Prize and Other Prize shall collectively be known as "Prize"**. For avoidance of doubt , the first Winner shall provide to Viacom18 a choice of five recipes out of which Viacom18 shall ask the first Winner to make on the Program.
8. Viacom18 shall not be responsible for the first Winner's travel to the set of the Program, nor shall it be responsible for the lodging at the location of the shoot of the Program. Also the first Winner shall bring his/her own ingredients in order to make the modak in the Program.
9. Non-conformance by the Participant(s) to any and all the Terms and Conditions herein or as set by Viacom18 from time to time will make such Participant's Entry(ies) null and void.

General Rules:

1. Viacom18 reserves all rights to make amendments to the existing Terms and Conditions or withdraw the Contest without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions of the Contest on the website of Viacom18 i.e. <https://www.facebook.com/ColorsMarathi/> & <http://www.colorsmarathi.com/allshows/>
2. Viacom18 may at its sole discretion extend or curtail the Period of the Contest or may suspend or abandon the same at any time without any prior notice of the same.
3. Entries sent after the Period will not be considered for the Contest and shall be deemed null and void.
4. Participant(s) shall at all times ensure that the Entry adheres to the applicable laws in force in the territory of India.
5. Participant(s) must enter the Contest on his/her own behalf and Entry(ies) by proxies will not be accepted. In the event that it is found that a Participant(s) has submitted Entries from more than one facebook account, Viacom18 reserves the right to disqualify such Participant(s) from the Contest.
6. Each Entry shall be checked by Viacom18 inter alia, if the Entry follows the aforementioned rules. The decision of Viacom18 shall be final and binding. The Participant(s) agrees and confirms that the Participant(s) shall at no time challenge such decision of Viacom18 and/or raise any claims or disputes in relation to the same.
7. Viacom18 shall not be responsible in the event Entries are not received due to any technical error of any nature whatsoever. For purposes of the Terms and Conditions, "receipt" of an Entry occurs when the website server records the Entry information upon the entrant clicking "submit" button. Any automated receipt confirmation does not constitute proof of actual receipt. The Participant(s) agree and confirm that Viacom18 shall at no time be held responsible and/or liable for any non-receipt of an Entry due to a technical error and/or defect in the functioning of the website server, and to the extent permissible in law, the Participant(s) waives his/ her right to initiate any claim, proceedings, actions, damages, suits, in relation to the same against Viacom18. For purposes of this Contest, "receipt" of answer(s) occurs when the website server records the answer information upon the entrant clicking "submit/reply" button.
8. Viacom18 shall not be responsible or liable for any technical disruption and/or failure and/ or any other difficulties of such nature, due to which the Shortlisted Participant(s)/ Winner(s) is un-reachable or any technical disruption and/or failure/ and/ or any other difficulties of such nature, due to which Viacom18 is unable to intimate the Shortlisted Participant(s)/Winner(s).
9. Viacom18 reserve the right to disqualify any Participant(s) from participating in the Contest if the Participant(s) are found to be in breach of any provisions of these Terms and Conditions or as revised from time to time. The decision of

Viacom18 in this regard shall be final and binding upon the Participant(s), and the Participant shall not at any time challenge and/or dispute such decision of Viacom18.

10. The Winner(s) agrees and confirms that the Prize so awarded by Viacom18 shall be the sole gratification/ prize pursuant to the Winner(s) participating and winning the Contest, and that the Winner(s) shall not be entitled to any further gratification at any time.
11. Viacom18 shall have the right to edit/alter the Participants/Winners recipes and use the same for any other purpose.
12. The Prize is non-transferrable and non-exchangeable. For the purpose of clarity, no cash equivalent or alternative prize will be given to the Winners (s) and the Winners cannot exchange the Prize for a gift of similar value.
13. During the delivery of the Other Prize if any loss/damage etc. is caused/incurred, Viacom18 shall not be liable for any such loss/damage etc. Further, Viacom18 shall not be responsible or liable for any change in the Prize.
14. The Winner(s) agrees that he/she shall not hold Viacom18 and/or its employees, responsible for delays or any problem in connection to the Prize.
15. Neither Viacom18 nor its employees have given a guarantee and/or warranty regarding quality, brand, value, of the Prize and the Winner(s) agree not to hold Viacom18 and its employees, responsible with regards thereof. It is clarified that Viacom18 shall not be responsible for the quality, value etc. in connection to the Prize and the supplier shall be solely responsible for the same.
16. The Winner agrees that if due to any reason, whatsoever, beyond the control of Viacom18 the Prize and/or anything in connection to the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, Viacom18 cannot be held responsible and/or liable for the same.
17. All and any incidental costs direct and/or indirect, applicable taxes, in relation to the Prize, shall be borne by the Winner and in no manner whatsoever shall Viacom18, be responsible or liable for the same in any manner whatsoever.
18. Viacom18 is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the Participant(s) and/or the Winner in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or Prize.
19. Viacom18 reserves the right to forfeit the Prize in the event it is found by Viacom18 that any information provided by the Participant(s) and/or the Winner is wrong, fraudulent or any misrepresentation is made by the Participant(s) and/or the Winner. Viacom18 shall have the right to declare another Confirmed Participant(s) as the Winner of the Contest and transfer the Prize to that person.
20. The Winner(s) shall do any and all acts and execute any and all documents in such manner and at such location as may be required by Viacom18 in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to Viacom18.
21. Each Participant(s)/Winner(s) consents to the use of information supplied by the Participant(s)/Winner(s) for the purposes as set out in these Terms and Conditions. The Participant(s) agrees and confirms that such contact details shall be their own, and the Participant(s) shall at no time submit any contact details which belong to a third party.
22. The Participant(s) and/or the Winner(s) shall fully indemnify, defend and hold harmless, Viacom18 its affiliates, officers, directors, employees and agents (collectively the "Indemnified Persons") from and against any and all losses, claims, actions, damages, liabilities, penalties, costs and expenses, (including without limitation reasonable attorneys' fees and court fees) (collectively "Losses"), that the Indemnified Person may incur or suffer or likely to incur or suffer as a result of or arising out any (i) breach of any terms and conditions hereunder; (ii) willful misconduct or negligent acts or omissions; (iii) any claims by any third party for any losses, damages, costs, expenses, injuries suffered by such third party, arising out of or in relation to the Participant(s) and/or the Winner(s) during the Contest and/or enjoyment of the Prize.
23. The Winner of the Contest agrees that he/she shall make himself/herself available from time to time and co-operate with Viacom18 and participate in any activity and/or campaign ("**Promotional Activity**") of any nature whatsoever without any money payable to the Winner. Further, the Winner shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Winner agrees that the footage of any nature with regard to the Winner shall vest with Viacom18, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity. The Winner further agrees that his/her recipe shall be used in any Promotional Activity on social media or otherwise.
24. By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner has waived his/her right to raise any dispute with regard to the Contest and/or the Prize and/or any decision of Viacom18, in any manner whatsoever.

25. In case of any dispute or other matter arising in reference to the Contest and/or the Prize the Courts having jurisdiction to adjudicate the same shall exclusively be the courts at Mumbai, India.