

TERMS AND CONDITIONS

The following are the terms and conditions governing “Sakhya Re Tips” (“**Contest**”) hosted by [Viacom18](#) Media Private Limited (“**Viacom18**”) from 6th January 2017 to 11th January 2017 on the Instagram profile [@colorsmarathiofficial](#) (“**Instagram Profile**”) for the promotion of the program “Sakhya Re”, (“**Series/Program**”) currently airing on the -channel Colors Marathi (“**Channel**”).

The contest invites interested person’s to participate in the Contest by tagging the Instagram Handle to answer the question posted (“**Participant(s)**”).

The Contest shall be by way conducted between 6th January 2017 __6.00__ pm to 11th January 2017 __10.00__ am (“**Contest Period/ Period**”).

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 <http://www.colorsmarathi.com/> and <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 but residing in the city of Mumbai and of eighteen (18) years of age. 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 Instagram account 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 Instagram account opened and operated by a family member and/or friend of the Participant(s).
 - d) One question will be asked at the beginning of the Contest Period which may or may not be related to the Program.
 - e) Participant(s) must provide their answers to the question, tagging the Instagram Handle (“**Entry/ies**”). Failure to comply with the same shall render the Participant(s) Entry invalid. The answers shall be judged on its creativity and uniqueness by Viacom18.
 - f) At the end of the Contest Period, out of all the Entries received within the Contest Period, Participant(s) who have answered the question posted and who fulfilled the abovementioned criteria shall be shortlisted by way of a randomizer and such Participant(s) shall be eligible to win the Contest (“**Shortlisted Participant(s)**”). For the sake of clarity, there shall be a total three (02-03) Participant(s) whose Entries shall be shortlisted during the Contest Period. The decision of Viacom18 is final and binding in this regard.
 - g) 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 the Prize.
2. The Shortlisted Participant(s) will be contacted on Direct Message (Private Message) to provide their name, age, email id and phone number (“**Contact Details**”) to [Direct Message](#) within 24 hours of such message failing which their Entry shall be invalidated.
3. Upon receipt of the Contact Details, Viacom18 may contact the Shortlisted Participants via email/call to submit (including but not limited to) scanned copies of their identity proof, age proof and address proof (eg.

Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/any other valid ID for verification including parents'/legal guardian photo id and relationship proof) ("**Documents**") within twenty four (24) 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 such Shortlisted Participant(s) fails to revert, his/her selection shall be invalidated and Viacom18 shall not be liable to such 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 "Direct Message" option on Instagram informing them that they are the winner(s) ("**Winner(s)**").
6. Communication to the Winner(s) shall be done on or before _____ 13th January _____ and the Prize shall be couriered to the Winner(s) thereafter. In case the winner announcement is postponed for whatsoever reasons, Viacom18 will not be held responsible.
7. The Winner(s) of Contest shall each win a chance to visit the set of the Program and meet an artist of the Program ("**Prize**").
8. 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.
9. Viacom18 shall in no manner be responsible or liable for any expenses including for his/her travel and lodging incurred by the Winner for the Prize.
10. The Participant(s) shall ensure that the Entries/ registrations posted is decent and is not immoral, defamatory, abusive, offensive, insensitive, libelous or blasphemous to any person, religious sect or section of the society, or infringe the rights of any third party including intellectual property etc. Participant shall not host, display, upload, modify, publish, transmit, update or share any information that —
 - (a) belongs to another person and to which the user does not have any right;
 - (b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) harm minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonate another person;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - (i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. For avoidance of doubt, Nominator and/or Participant(s) agree that Viacom18 has the right to remove any such material/Entry which may not be in consonance with applicable law

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. _____
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 instagram account, Viacom18 reserves the right to disqualify such Participant(s) from the Contest.
6. Each Entry shall be checked by Viacom18 inter alia, it's compliance with 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. 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 the Terms and Conditions, "receipt" of an Entry occurs when the website server records the Entry information upon the entrant clicking "Tweet" button. Any automated receipt confirmation does not constitute proof of actual receipt.
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. Viacom18 shall not be responsible or liable for any change in the Prize.
11. 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.
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. The Winner agrees that he/she shall not hold Viacom18 and/or its employees, responsible for any issue in connection to the Prize.
14. Neither Viacom18 nor its employees have given a representation and/or 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. Viacom18 reserves the right to cancel and/or postpone the Contest without assigning any reasons and/or without giving any prior intimation to the Participant (s).
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 cooperate 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.
24. The Participant/Winner shall not do any act either directly or indirectly during such Promotional Activity which may bring Viacom18 into public disrepute or denigrate any of the preceding, or offend any community or public morals and in all public appearances the Participant/Winner) shall use her/his judgment in general demeanor and choice of language to create an atmosphere which would be conducive to promotion.
25. The Winner(s) agrees to maintain complete confidentiality regarding their selection for the Prize and any matter relating thereto and shall not disclose any information pertaining to the Prize or the Contest which is disclosed to the Winner(s) and which is not available to public in general, to any person or media etc. without the consent of Viacom18. In case the Winner(s) breaches this condition, he/she shall be liable to be disqualification/rejection and shall not be eligible for the Prize.

26. 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.
27. The Participant(s)/Winner shall comply with the laws of India.
28. Participant(s)/Winner Winner acknowledges that in case any portion/clause of these [Terms and Conditions](#) ~~Rules and Regulations~~ is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of the consideration, and the remainder of these Rules and Regulations shall be valid and binding and of like effect as though such provision was not included herein.
29. 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.