



## Rules and Regulation

### Vodafone Caller of the Week in Bigg Boss Season 7- ("Contest")

The Contest is organized by Vodafone India Limited, Vodafone Mobile Services Limited, Vodafone South Limited, Vodafone West Limited, Vodafone East Limited, Vodafone Digilink Limited, Vodafone Cellular Limited, and Vodafone Spacetel Limited (collectively referred to as "**Vodafone**" in their respective telecom service areas ) and Viacom 18 Media Private Limited ("**Viacom18**") is extending its cooperation and association to the Contest (to the limited extent mentioned herein) in its Program "Bigg Boss- Season 7" ("**Program**") primarily aired on Colors Channel ("**Channel**"). The Contest is open for all individuals residing in India who are active and valid Prepaid and Postpaid Subscribers of Vodafone ("Participants").

1. The Participants who wish to participate in the Contest shall call on a toll free number "545456" from their registered Vodafone mobile numbers and by strictly following the instructions given on the interactive voice response ("**IVR**") record a question of his or her choice. The Participants should note that calling on the above number is free of cost, but standard rate of Rs. 10/- per question/per 120 seconds shall be applicable.
2. The medium of participation in the Contest is only through calling and recording on IVR ("**IVR Mechanism**"). A Participant shall record only 1 valid and complete question in 1 call. However, if the Participant wishes to record more than 1 question, he/she shall be required to call again to record the 2<sup>nd</sup> question and so on and so forth. [Illustration: if a participant records 1 question within 120 seconds, then he shall be charged Rs.10. However, if the 1 question exceeds 120 seconds i.e. is recorded in 180 seconds, then the participant shall be charged Rs.20/-. However, if the 1 question is recorded in less than 120 seconds, even then the participant shall be charged Rs.10/- .]
3. The Contest shall commence from 15<sup>th</sup> September, 2013 at 00:00 hours and shall conclude on the 14<sup>th</sup> week of the Program i.e. a week before the finale week of the Program ("**Contest Period**"), unless otherwise deemed fit by Viacom18.
4. Upon successfully calling, recording and registering via IVR in the Contest, the Participant will receive an acknowledgement message on their registered Vodafone mobile number. However, mere receipt of acknowledgement message shall not entitle the Participant to the Prize /Grand Prize.
5. By participating in the Contest, the Participant hereby represents and warrants that the question registered by the Participant is original, not in breach of any third party rights' and are not defamatory/offensive/hurtful to any person/sect/cast e etc. The question should not be obscene, vulgar, defaming, denigrating women, artist, celebrity or children, hurting religious sentiments, depicting violence or against the public policy of India or/and the internal policies of Viacom18. In the event of any violation to the aforementioned, Participants shall stand disqualified from the Contest with immediate effect and Viacom18 shall have the right to reject the question.
6. By participating in the Contest, the Participant hereby represents and warrants that he/she shall solely be liable for any and all action (criminal/civil) arising herefrom and shall also be liable to indemnify Viacom18, for any loss, claim, dispute, disruption caused on ground of a default committed by the Participant.
7. With respect to participation herein, if the Participant is/are below 18 (eighteen) years of age ("**Minor**"), then in such event, the participation herein should be done with the prior consent and knowledge of such Participant's parents/legal guardians and all obligations, responsibility and undertakings (as contained herein) should be complied by such Participant's parent/legal guardian. Viacom18 shall have the unrestricted right and authority to disqualify any Participant, at any point of time, if it comes to Viacom18's knowledge that such Participants had participated without the due consent, knowledge and awareness of his/her/their parent or legal guardian and/or the Participant is in breach of any conditions or undertakings stated herein.
8. With respect to participation herein, if Participant is desirous of participating in the Contest is of 18 years of age and above, then in such event, the participation can be done by the Participants themselves and such Participants shall be responsible to register, duly file and comply with the terms and conditions mentioned herein.
9. Viacom18 reserve the right to disqualify the Participants immediately from the Contest if Participants have supplied false, inaccurate or misleading details and/or information, of any nature and/or have failed to abide by the rules and/or are in breach of the terms hereof.



10. Viacom18 shall not be responsible in case of any kind of network problem, technical failure whatsoever and/or the data charges/costs charged by Vodafone and/or any other problems which may occur due to the failure of the IVR Mechanism or misuse of the IVR Mechanism or any kind of problems in connection thereto. Any dispute in connection with the Contest, Prize, Rules and Regulation and/or otherwise, shall be settled directly between the Participants and Vodafone only, without involving Viacom18, in any manner.
11. If, in any State and/or territory or part thereof, the running of this Contest is prohibited, the subscribers from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by Vodafone or Viacom18, in this regard.
12. In case of any network failure, technical problem and/or for any reasons whatsoever, Viacom18 reserve the right to change or suspend the IVR Mechanism and/or cease the registration of the Participants including but not limited to discontinue/cancel/change/alter/modify terms and conditions and/ or criteria of the Contest and/or the Prize/Grand Prize and/or Contest Period, at any time at their own discretion and without any prior notice and without assigning any reason.
13. The Participant, in addition to following the rules and regulations laid down herein, shall at all times abide by the rules applicable to the subscribers of Vodafone including but not limited to the payment of bills, etc.
14. 1 (one) winner shall be selected every week of the Contest Period, amongst the Participants who duly comply with all terms and conditions contained herein, by the jury(ies) appointed by Viacom18 ("**Winner**") and 1 (one) grand winner shall be announced at any time of the Contest Period, amongst the Participants who duly comply with all terms and conditions contained herein, by the jury(ies) appointed by Viacom18 ("**Grand Winner**"). Vodafone or Viacom18 or authorized representative of Viacom18 shall call the Winner on the number from which the registration was made.
15. The Winner will get the opportunity to ask the question which he/she has registered through the IVR Mechanism, to the contestants of the Program vide a call, subject to Viacom18' sole discretion during ("**Prize**") and the Grand Winner will get an opportunity to meet and greet with the host of the Program i.e. Mr. Salman Khan and ask the question which he/she has registered through the IVR Mechanism, to the contestants of the Program by personally appearing in the Program, subject to Viacom18' sole discretion during ("**Grand Prize**").
16. After the Winner/Grand Winner is announced, the respective Winner/Grand Winner shall be responsible to approach Viacom18, in the manner communicated by Viacom18, and confirm the acceptance of the Prize subject fulfilling the verification procedure such as providing details, copies of citizenship proof, identity and address proofs etc. as required by Vodafone and/or Viacom18 and would also be required to sign a release letter in the format required by Vodafone or Viacom18. Viacom18 may cancel the Prize/Grand Prize if:
  - i) the documents or details of the Winner are not correct in the opinion of Viacom18; or
  - ii) documents so required are incomplete/misleading/untrue; or
  - iii) the Winner does not sign the release form required, if any, by Viacom18.
17. The Grand Winner hereby understands and acknowledges that in relation to the Grand Prize, Vodafone shall arrange or reimburse the cost of travel (economy/2 tier class), accommodation (if applicable), food and beverages, as per its company's internal policy and limitation, which shall be informed to the Grand Winner, so that the Grand Winner can reach such place/shoot location on such date at such time, as required by Viacom18 to meet and greet the host of the Program i.e. Mr. Salman Khan and ask the question which he/she has registered through the IVR Mechanism, to the contestants of the Program by personally appearing in the Program. In the event the Grand Winner is a Minor, then Vodafone shall bear only the above named cost for the Minor and all cost incurred by such Minor's legal guardian/parents shall be entirely borne by legal guardian/parents themselves and shall not be attributed to Vodafone/Viacom18 in any manner whatsoever, unless otherwise decided by Vodafone. It shall be the sole responsibility of the such Minor's parent/legal guardian to inform Vodafone/Viacom18, in advance, about the names and other details (as required by Vodafone/Viacom18) of the parent/legal guardian who shall accompany the Minor to the shoot location etc.
18. The Grand Winner hereby agrees and acknowledges that his/her appearance in the Program shall be shot/recorded and used/not used/exploited (commercially or otherwise) in all platforms in all manner medium



and mode, as per the sole discretion of Viacom18, without any benefit/credit/rights to the Grand Winner except the benefit to the extent of Grand Prize.

19. The Winner understands though he/she is entitled to ask only that question which has been registered through the IVR Mechanism, Viacom18 or its authorized representatives may modify the question as it deems fit.
20. In the event of unforeseen circumstances beyond the control of Viacom18, Prize/Grand Prize is not made available to the Winner, or the Prize is cancelled, the Winner/ Grand Winner shall not have the right to claim any damages or monies from Viacom18 and by participating in this Contest the Winner waives his/her right to make any such claims against Viacom18.
21. In case the Winner/ Grand Winner fails to comply with the applicable law/s or pay the requisite taxes/costs/expenses, if any, the Winner/ Grand Winner shall indemnify Viacom18/Vodafone of any losses, expenses, costs etc. for the same
22. The Participants acknowledge that they do not have any medical/physical/emotional condition which can jeopardize their eligibility for participation in the Contest.
23. The Winner/ Grand Winner/parents and legal guardians hereby acknowledges that Viacom18 or Vodafone shall not be liable for any mishap, injury, accident, physical harm of any nature, death etc., caused to the Winner, at any time before or after the Contest/Contest Period, travel to and fro from the shoot location of the Program or any other time. Viacom18 or Vodafone shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
24. If the Winner/ Grand Winner is found to be causing any disturbance or disruption at the before, during the shoot when the call is made, then Viacom18/affiliates shall have the right to immediately remove, disqualify or disconnect the phone call. Any claim/damage for the same will neither be entertained nor compensated by Viacom18.
25. Employees or relatives of Viacom18 and/or their associate and affiliate companies/ concerns will not be qualified for any participating in the Contest.
26. Personal Information ("PI") of the Participants will be collected to enable Viacom18 to administer and promote this Contest and the Winner/ Grand Winner. The PI of the Winner/ Grand Winner may be provided to others assisting Viacom18 in this regard, including agent(s), prize suppliers and deliverers of Viacom18 (as applicable), Viacom18' affiliates and to authorities that regulate this Contest. If Participants do not truthfully provide all requested PI, Viacom18 may determine that such Participants are not eligible for the Prize/ Grand Prize.
27. The Participant also agrees that any failure to receive the call after its registration shall be considered as rejected call by Viacom18 or Vodafone and neither Viacom18 nor Vodafone's authorized representatives shall entertain any such dispute/claim/question from such rejected Participant(s).
28. The cost accompanied/arising from the Prize and/or expenses of any nature, shall be borne solely by the Participants and no monies will be reimbursed nor can be claimed from Viacom18.
29. Viacom18 shall not be liable for any loss of earnings, employment or otherwise caused to the Participants or their parents or legal guardians even if such loss arises as a result of his/her being declared as the Winner of this Contest.
30. The Participants agree and confirm that by registering to participate in the Contest, Participants are expressly consenting to receive acknowledgment/ messages about the Contest from Viacom18 and/or its authorised representative.
31. The Participants hereby agree and confirm that all decisions of Viacom18 in connection with participation and selection, in the Contest, are final and binding and are non-contestable. The Participants shall neither question such process nor dispute the same in any manner. In case of any dispute or difference in respect of above, decision of Viacom18 shall be final and binding on all parties/persons.



32. In the event of any violation of any Terms and Conditions or obligation or undertakings by the Participants/Winner as herein mentioned and/or as required by Viacom18, shall immediately disqualify the Participants/Winner.
33. The Participants hereby agrees and confirms that it shall fully indemnify and hold harmless Viacom18/Vodafone/its affiliates/group companies/ respective directors/ employees etc., against any loss, claims, dispute, disruption etc., caused due to any act or omissions or misrepresentations, or concealment of material facts or breach hereof by the Participants.
34. The Winner shall be intimated directly in any manner, as deemed fit by Viacom18. Viacom18 shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize from any party whatsoever.
35. The Participants and Winner shall comply with all the terms and conditions associated with the Contest, including but not limited to the terms mentioned herein and associated with Prize.
36. Acceptance of the Prize by the Winner constitutes permission for Viacom18, and its affiliates to shoot videos, click photographs of the Winner and use the Winners' 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.
37. Viacom18 reserves the right to disregard the registration in the event Viacom18 observes any irregularity in the registration of Participants and/or if Viacom18 in its knowledge has reason to believe that the Participants has acted in a fraudulent manner and/or engaged in any deceitful activity in registration.
38. By registering, it is deemed that the Participants have read, understood, accepted and agree to abide with all the Terms and Conditions of the Contest.
39. The term used to refer to Winner/Participant/Grand Winner etc., shall apply on parents and legal guardians if the Winner/Participant/Grand Winner is a Minor.
40. These Terms and Conditions shall be construed in accordance with the laws of India and incase of any dispute or any other matter arising in reference to the registration shall be subject to the exclusive jurisdiction of the Courts in Mumbai.