

## **TERMS AND CONDITIONS FOR “KARBONN KAMAAL KATCH CONTEST”**

### **A. ACCEPTANCE OF TERMS AND CONDITIONS**

You acknowledge and agree that the following Terms of Use constitute a legally binding agreement (hereinafter the “**Agreement**”) between you (hereinafter the “**Participant**” and/or “**You**”) and Multi Screen Media Private Limited (“**MSM**”). You represent and warrant to MSM that you have read and understood the Terms of Use and the Privacy Policy (together the “**Terms**”), and agree to abide by the Terms and that you have the legal capacity to enter into this Agreement.

### **B. ABOUT THE CONTEST AND HOW TO PARTICIPATE**

“Karbonn Kamaal Katch” contest (herein after referred to as “**Contest**”) is hosted by Multi Screen Media Pvt. Ltd. and/or its affiliates (“**MSM**”) on the terms and conditions as stated hereunder (“**Terms and Conditions**”):

1. The Contest shall be hosted on-air through MSM’s channel namely Sony Max, Sony SIX and Sony SIX HD (“**Channels**”).
2. The Contest will consist of a total sixty (60) question contests (individually referred to as “**Match Contest**”) or depending upon the number of matches being played at the Pepsi IPL 2014 cricket tournament (“**IPL**”) and the Contest shall commence from April 16, 2014 at 19:30 Indian standard Time (“**IST**”) and shall end on June 02, 2014 at 12:00 IST (“**Contest Term**”). Each Match Contest shall be held for every IPL matches that is been played and telecasted on the Channels during the Contest Term and each Match Contest shall start and end as per the respective Contest Start Time and Contest End Time mentioned in clause B3 below (defined below).
3. For clarification: depending upon the time of each IPL match played and telecasted on the Channels, the Contest Period for the respective Match Contest shall be as follows:
  - a. Eg: if a match is played on April 16, 2014 at 16:00 hour Indian standard Time (“**IST**”) then the Match Period of that particular Match Contest shall start from April 16, 2014 at 19:30 IST (“**Day Match Contest Start Time**”) and shall end on April 17, 2014 at 12:00 IST (“**Contest End Time**”) i.e. a total of 16 hours and 30 minutes (“**Day Contest Period**”); and
  - b. Eg: if a match is played on April 16 at 20:00 hours IST then the Match Period of the particular Match Contest shall start from April 16, 2014 at 23:30 IST (“**Night Match Contest Start Time**”) and shall end on April 17, 2014 at 12:00 IST (i.e. at Contest End Time”) i.e. a total of 12 hours 30 minutes (“**Night Contest Period**”).  
(Day Contest Period and Night Contest Period are collectively referred to as “**Contest Period**”)

(Day Match Contest Start Time and Night Match Contest Start Time are collectively referred to as the “**Contest Start Time**”)

4. During each Match Contest, the viewer interested in participating in the Contest need to submit the correct answer option of the one question asked (i.e. one question for each Match Contest) about the IPL live matches telecasted on the Channels, by way of sending a SMS to 5252525 (“**Short Code**”) in the following manner KKK<space><Answer Option (1A/1B/1C/2A/2B/2C)> during each Contest Period and in accordance with the Terms and Conditions. The Participant shall be charged a premium rate upto Rs. 6/- per SMS for sending the answer option to the Short Code.
5. The Contest is open to the subscribers of the following mobile networks only: Aircel, Airtel, Tata Indicom, Tata Docomo, LOOP Mobile, Uninor, Reliance, BSNL, Virgin Mobile, IDEA, Videocon and Vodafone in select circles from India only (“**Network**”). Interested Participant will have to check with their operators for more details.
6. At the end of each Contest Period, MSM shall select three (3) entries from the correct answer submitted for the particular Match Contest, basis on a random selection process (“**Winner(s)**”). The Winners of each Match Contest will be announced after 6 hours 30 minutes from the Contest End Time of the particular Match Contest between 18:30 hours IST and 21:30 hours IST on the Channels. (For clarification there will be a total of 180 Winners for the Contest i.e. three Winner for each Match Contest).
7. Each Winner(s) of the Contest will be eligible to win one carbon mobile phone (“**Prize**”).

**C. TERMS & CONDITIONS FOR CLAIMING THE PRIZE:**

1. To claim the Prize, the Winner must have valid proof of identity, age and address or any other document as may be required by MSM at its sole discretion;
2. The name of the Winner will be declared on the Channels the as per the timelines stated in Clause B 6 above. The Winner needs to contact MSM by way of a direct message with the name, mobile number, mailing address, email ID and photo ID proof at the email / phone number provided by MSM within 48 hours from MSM declaring the name of the Winner failing which MSM may select another Winner. In the event, MSM is not able to establish successful contact with the Winner (i.e. in case the message is not delivered, the winner does not see the message and revert within 48 hours), that Winner shall not be considered for the Prize and MSM may choose any other Winner at its sole discretion. Upon receiving the mailing address, MSM shall courier or send by registered post the Prize to such mailing address within thirty (30) days.
3. The Prize will be sent via courier to the address provided by the Winners upon successful contact by MSM.

4. MSM shall not be liable for any defect in the Prize and make no representation and/or warranty regarding the Prize and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty of merchantability or fitness of the Prize for a particular purpose.
5. Any and all taxes and/or levies applicable under the laws of India shall be borne by the Winner(s) in relation to the Prize.
6. Incomplete and/or the entries submitted after the Contest Period shall not be considered and shall be null and void.
7. MSM 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 participate in the Contest.
8. MSM reserves the right to disqualify any Participant from participating in the Contest without assigning any reason. The decision of MSM in this regard shall be final and binding upon the Participants.
9. In the event of any discrepancy as to the date and/or the time of receipt of an entri(es), MSM shall have the final decision in resolving such discrepancy.

**D. ELIGIBILITY FOR PARTICIPATION IN THE CONTEST**

1. The Contest is open for Indian citizen residing in India and using the selected Network only.
2. Non-resident Indians and Foreigners are not eligible for participation in the Contest even if they participate by sending the said SMS through Indian mobile numbers.
3. This Contest is strictly governed by the laws of India including the Privacy Laws of India
4. The Participants must have attained the age of 18 years to participate in the Contest.
5. Employees, agents and promoters (including their immediate family members) of MSM and any of their respective divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
6. Sending multiple entries will not increase the Participant's chance to win the Prize. Participant can win only once in this Contest. Any subsequent wins (if declared) will be automatically void.

**E. OTHER TERMS AND CONDITIONS**

1. By participating in the Contest, each Participant agrees to follow these Terms and Conditions and to be bound by any decisions made by MSM in its sole discretion, including any interpretations of the Terms and Conditions.

2. MSM including their divisions, affiliates and subsidiaries, and their respective agents and representatives, owners, distributors, retailers, and advertising/promotion agencies, are not responsible for any loss of Entries for any reason whatsoever including, due to any problems caused service providers, technical disruption and/or failure/ server problems and/ or any other difficulties for entries received after the deadline. Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions.
3. MSM reserves its right to select and declare or not to declare the Winner if no contestant has submitted entries upto the satisfaction of MSM. Decision of MSM in this regard is final and no correspondence in this regard will be entertained.
4. While accepting the Prize, the Winner may be required to sign an “Indemnity and release of claims” form provided by MSM, as the case may be, which shall release MSM of all liability. Failure to complete and sign any documents requested by MSM may result in disqualification and selection of an alternate Winner. All decisions of MSM are final in this regard.
5. Mere participation in the Contest does not entitle the Participants to win a Prize.
6. The Prize will be awarded to the Winner pursuant to verification and in accordance with these Terms and Conditions.
7. Prize shall be delivered to the Winners by way of registered post or courier to the address provide by the Winner. The risk and title in the Prize vests in the Winner upon MSM’s dispatch of the Prize.
8. MSM does not provide any implied or express warranties or guarantees with respect to usability and sizes (in case of apparels) of the Prize.
9. Prize is not transferable, assignable or exchangeable. The Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Winners, and no other person or agent, may claim the Prize.
10. MSM has the right to substitute the Prize with other prize of similar or equal value, as determined by MSM in its sole discretion.
11. MSM reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest at any time without any prior notice. By entering into the Contest the Participant agrees to such amended terms.
12. MSM 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. MSM makes no representations and disclaim all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.

13. Under no circumstance, unless due to willful misconduct or gross negligence, shall MSM and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The 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 against MSM and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
14. By entering into the Contest, the Winners waive all copyrights, rights of publicity and any related rights and consents to MSM's right to picture, tape or portray him/her as a 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 Winners also consent to MSM's right to use his/her name, voice or picture, or the content of his/her Contest entry(ies) (collectively, the "**Publicity Rights**").
15. Under no circumstance shall MSM including the Channels and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the contestant/user/ Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if MSM has been advised of the possibility of such damages.
16. Non-conformance by any Participant and / Winner of the Contest will result in immediate disqualification of the Participant/Winners from participation or winning the Prize as the case maybe.
17. **Privacy Policy:** This Contest requires the Winners to provide the following information only i.e. name, email id, address and mobile number, ("**Personal Identifiable Information**"). The Personal Identifiable Information is requested to process the results of the Contest (for example, identifying entries, etc.), declare and inform the Winners of the Contest. Save and except for the Winners of the Contest, Personal Identifiable Information is not retained by MSM and its agencies under any circumstances and is deleted from all of our records within forty five (45) days of completion of the Contest, declaration and disbursement of gratification of the Contest. It is clarified that MSM does not use the Personal Identifiable Information for any purpose except for processing the results of the Contest, declare and inform the Winners of the Contest and dispatch the Prize to the Winners.
18. Providing information to MSM is the Participant's choice. By clicking on the Contest tab, the Participants agree to allow MSM authorized use of her/his information and the Participants agree to abide by the Terms and Conditions of the Contest.
19. Unfortunately, the transmission of information over the internet is not completely secure. Although MSM strive to protect the Participant's personal data, MSM

cannot guarantee the security of the Participant's data while it is being transmitted to MSM's site; any transmission is at the Participant's own risk.

20. MSM reserves the right to change the Terms and Conditions of this Contest and to alter or terminate the Contest at any time.
21. The decisions of MSM and its representatives shall be final and binding on all aspects of 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. The Participant's participation in the Contest by submitting the Entries will be construed as an acceptance of the above stated Terms and Conditions.