

## TERMS OF USE OF WEBSITE AND PARTICIPATION IN SAB KHELO SAB JEETTO

### 1. Your Acceptance

THIS IS AN AGREEMENT BETWEEN YOU ("YOU"/"USER") AND MULTI SCREEN MEDIA PRIVATE LIMITED (THE "COMPANY") STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR VISIT TO AND USE OF THE WEBSITE [www.sabtv.com/auditions](http://www.sabtv.com/auditions) (collectively, including all Content available through [www.sabtv.com](http://www.sabtv.com) domain name, the "**Website**"), YOUR PARTICIPATION IN THE AUDITION AND IF SELECTED, PARTICIPATION IN SERIES. YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS (the "**Terms of Use**") FOR THE AFORESAID MENTIONED PURPOSE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS OF USE AS PRESENTED TO YOU. IF YOU DO NOT AGREE TO ANY OF THESE TERMS OF USE, THEN PLEASE DO NOT USE THE WEBSITE. ANY REFERENCE TO YOU/USER/SHORTLISTED USERS SHALL, WHEREVER CONTEXT SO REQUIRES, ALSO MEAN TO INCLUDE USER'S THREE (3) FAMILY MEMBERS (EXCLUDING HIM/HER) WHO HAVE BEEN NOMIATED BY THE USER FOR THE PURPOSE OF THIS AUDITION AND/OR SERIES.

THE TERMS OF USE SHALL BE OPERATION FROM OCTOBER 12, 2013 AND SHALL BE VALID UNTIL THE CONTINUITY OF THE SERIES. CLUASES OF THIS AGREEMENT PERTAINING TO INTELLECTUAL PROPERTY RIGHTS, WARRANTY/DISCLAIMER, INDEMNITY AND LIMITATION OF LIABILITY SHALL REMAIN VALID EVEN UPON DISCONTINUANCE OF THE SERIES.

### 2. Online Registration

These Terms of Use apply to all users of the Website, including users who provide/upload any Personal Information on the Website.

### 3. Purpose

The Company wishes to hold online auditions for the viewers of channel SAB ("**Channel**") and provide them an opportunity to feature in the game show titled "SAB KHELO SAB JEETTO" ("**Series**") during the subsistence of the Series on the Channel ("**Auditions**").

### 4. Website Access

- i. You can access the Website directly in the domain name [www.sabtv.com/auditions](http://www.sabtv.com/auditions).
- ii. Upon your accessing the Website, you may be required to provide/upload personal materials/contents including any audio, video, audio-video, photograph, written, oral any such personal material ("**Entry**"). You will need to also provide the following personal information in the form of a) Name, b) Email ID, c) Contact Number, d) City, e) State, f)

Date of birth, g) Four family members (name, age, and relation), collectively hereinafter referred to as Personal Information or Entries.

iii. Providing Personal Information to us is your choice. The primary purpose for the collection of Personal Information as stated above is for the purposes of enabling the user to take part in the Auditions and to know about the selection or any other update with respect to the Auditions etc. and also to communicate with the user in connection with the Auditions. However, by registering on the Website, you agree to allow/authorize us to use your information and agree to be bound by the **Privacy Policy** available on this Website.

iv. The Company hereby grants you permission to use the Website as set forth in this Terms of Use, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without the Company's prior written authorization; (iii) you agree and accept that no direct or indirect benefit is promised to you by your participation in the Audition and/or by accessing the Website and/or uploading or providing any personal information, any material/content including any audio, video, audio-video, photograph or similar personal material (iv) you will comply with the terms and conditions of these Terms of Use.

## **5. Series information, terms of Participation and Selection Process**

- i. The Series is a family game show in which a total of six (6) families are selected for each episode of the game show and selected families compete each other. Each family shall constitute four family members. The Company intends to select one or more families through this online Audition, subject to finding eligible Shortlisted Users (defined below). Shortlisted Users are hence required to participate as a family having four members.
- ii. Upon completion of each round of competition, the winning family receiving such prize as may be decided/declared by the Company in its sole discretion. Families (including Shortlisted Users) participating in the Audition and/or Series shall not be entitled to any allowance, reimbursement, cost or arrangements in relation to travelling, food & beverages, accommodation or any ancillary facilities/arrangements and the families alone shall be responsible for the same during the entire process including Audition and while participating in the Series.
- iii. The Users including Shortlisted Users understand and accept that the Company has the right to change, alter, modify or make such changes to the Series format and/or any detail/process in relation thereto which the Company may deem appropriate for operating the Series.
- iv. The Company shall periodically at its sole discretion, select the Entry and publish them on the Website which will be accessible by all users of the Website. Once uploaded and published, the Users are not allowed to request for removal, editing or altering the Entry in any manner.

- v. For being considered in the Audition and be able to participate in the Series, the User is required to nominate three (3) members of his/her family in addition to himself/herself. For the sake of clarity, the Company shall only consider a total of four (4) member family (including the User) for the purpose of Audition and for participating in the Series. Any subsequent increase and/or decrease in representation of family members in the Audition and/or Series, shall not be allowed and the User's nomination/selection shall be cancelled.
- vi. From amongst the Entries published on the Website, the Company at its sole discretion shall select either one or more Users providing such Entries which according to the Company may be a good fit for the Series ("**Selected Entries**").
- vii. The users who have provided the Selected Entries shall be contacted by the Company by way of call on the contact number provided by the Users at the time of registration on the Website ("**Shortlisted Users**"). Shortlisted Users shall be given a certificate of participation.
- viii. Maximum two attempts will be made to contact the Shortlisted Users. In the event MSM is unable to contact the Shortlisted Users (due to the number being busy, switched off, unavailable, call not answered etc.), the Shortlisted Users will be disqualified.
- ix. Upon successful contact with the Shortlisted Users, Company shall inform them about the details of the date(s), time and venue where the Shortlisted Users need to be present for the purpose of shooting for the Series.
- x. The Company shall endeavor to inform the Shortlisted User at least two weeks prior to the date on which he/she is expected to be present. Travelling, from the place of residence to the venue communicated by the Company and back, the lodging, boarding etc. shall be the sole responsibility of the Shortlisted User and MSM shall not be liable for the same. The Company may cancel, change the date, timing, venue as per its sole discretion and shall endeavor to inform the Shortlisted User of such change as soon as possible, but the Company shall not be held responsible or liable for said cancellation, change in schedule, venue or any similar changes.
- xi. In the event the Shortlisted User is not able to be present at the venue on the date and time as communicated by the Company, the Company will not be liable to provide another opportunity to such Shortlisted User to be featured in the Series.
- xii. The Company shall have the full right to decide the costume, role, tasks, questions, dialogues, (including the character, importance, duration etc.) and all such creative elements forming part of the shoot ("**Role**") to be given to a Shortlisted User. In the event, the Shortlisted User is not able to perform the Role given by the Company or the performance is not to the satisfaction of the Company, the Shortlisted User shall

not be featured in the Series and the Company shall not be in any manner liable to provide another role/opportunity to such Shortlisted User, however, he/she or his/her family shall be given a certificate of merit. The decision of the Company in this regard shall be final and binding on the Shortlisted User.

- xiii. The opportunity to feature in the Series as per the selection criteria specified herein shall be the only incentive provided to the Shortlisted User and the company shall not grant any other compensation, reimbursement or monies to the Shortlisted User.
- xiv. There is no time limit within which the Company shall select the Videos and/or the Shortlisted Users. If according to the Company, none of the Videos including the Selected Videos are up to the standards expected by the Company, it shall have complete right not to shortlist any of the Videos for granting an opportunity to feature in the Series.

## **6. Intellectual Property Rights**

The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("**Content**") and the trademarks, service marks and logos contained therein ("**Marks**"), all Entries, are owned by the Company. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any purposes whatsoever. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

## **7. Entries**

A. The Website may now or in the future permit the submission of videos submitted by you and other users as a part of Entry, and the hosting, sharing, and/or publishing of such Entry. You understand that whether or not such Entry(ies) are published, the Company does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own Entries and the consequences of posting or publishing them. In connection with Entries, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize the Company to use all copyright, patent, trademark, trade secret, or other proprietary rights in and to any and all Entries to enable inclusion and use of the Entries in the manner contemplated by the Website and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person, if any, in the Entries to use the name or likeness of each and every such identifiable

individual person to enable inclusion and use of the Entries in the manner contemplated by the Website and these Terms of Use. For the sake of clarity, by submitting the Entries to the Website, you hereby assign all intellectual property rights in the Entries to the Company to use, reproduce, distribute, prepare derivative works of, display, and perform the Entries in connection with the Website, Series and the Company's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels, worldwide and in perpetuity.

C. You agree that irrespective of whether you are selected further or not, the Entries shall become the property of the Company and all intellectual property rights vested therein shall stand assigned to the Company for worldwide and in perpetuity to be exploited on any and all media platforms now know or invented in the future.

D. In connection with Entries, you further agree and undertake that you shall not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the Company all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage the Company or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or offends any religions or communities, or encourages superstition or blind belief or is likely to incite violence or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law and regulations or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person.

E. The Company does not endorse any Entry or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with Entry. The Company does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and the Company will remove all Content and Entries if properly notified that such Content or Entries infringes on another's intellectual property rights. The Company reserves the right to remove Content and Entries without prior notice. The Company will also terminate a User's access to its Website, if they are determined to be an infringer. The Company also reserves the right to decide whether Content or an Entry is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. The Company may remove such Entries and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

F. You understand that when using the Website, you will be exposed to Entries from a variety of sources, and that the Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Entries. You further understand

and acknowledge that you may be exposed to Entries that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto, and agree to indemnify and hold the Company, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your or access to or use of the Website.

#### G. Notice and Procedure for making Claims of Copyright Infringement

The Company has adopted the following policy towards copyright infringements:

The Company will block access to and/or remove any material that it believes in good faith to be copyrighted material that has been illegally copied and submitted to the Website.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company written information specified below. Please note that this procedure is exclusively for notifying the Company that your copyrighted material has been infringed.

- i. Physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright;
- ii. A description of the copyrighted work that you claim has been infringed upon;
- iii. A description of where the material that you claim is infringing is located on the Website;
- iv. Your address, telephone number, and e-mail address;
- v. A statement by you that to the best of your knowledge and belief, the use of the copyrighted material that you claim to have been infringed has not been authorized by the copyright owner, its agent, you or the law; and
- vi. A statement by you, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner of the infringed material.

The notice of any claim for copyright infringement should be sent to the Company at the following address:

*Multi Screen Media Private Limited  
3<sup>rd</sup> Floor, Interface 7,  
Malad West,  
Mumbai - 400064.*

#### **8. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE WEBSITE AND/OR PARTICIPATION IN AUDITION/SERIES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT

PERMITTED BY LAW, THE COMPANY INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF AND PARTICIPATION IN THE AUDITION/SERIES. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT OF THIS WEBSITE OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

## **9. Limitation of Liability**

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT INCLUDING ENTRIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY SHALL NOT BE LIABLE FOR ENTRIES OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY

THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by the Company from its facilities in India and makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### **10. Indemnity**

You agree to defend, indemnify and hold harmless the Company, its affiliates and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) Your participating in the Audition and/or Series (iii) your violation of any term of these Terms of Participation (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Entry or any part thereof caused damage, loss or injury to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

#### **11. Ability to Accept Terms of Use**

You affirm that you are either 18 years or more of age and have read and understood the entire content of the terms and conditions and accept the same. You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

#### **12. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

#### **13. General**

You agree that: (i) the Website shall be deemed solely based in India. These Terms of Use shall be governed and construed in accordance with the laws of India. Any claim or dispute between you and the Company that arises in whole or in part from the Website, Audition and/or Series shall be decided exclusively by a court of competent jurisdiction located in Mumbai. These Terms of Use, together with any other legal notices published by the Company on the Website or on its website domain name [www.sabtv.com](http://www.sabtv.com) shall constitute the entire agreement between you and the Company concerning the Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any



other term, and the Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. The Company reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms.

By registering with the Website and/or subscribing to the newsletter or by entering any other details on the Website, you agree and approve that the present Terms of Use of the Website and Privacy Policy shall be as per the laws of India.