

STANDARD TERMS FOR ADVERTISING & BRAND PROMOTION

The following Standard Terms for Advertising and Brand Promotion ("**Standard Terms and Conditions**") shall be deemed to be incorporated into any Principal Terms (the "**Principal Terms**") entered into between Star India Private Limited (hereinafter referred to as "**Broadcaster**"/ "**Publisher**"/ "**Star**", and shall include its successors-in-interest and assigns) and the advertiser and/or agency (hereinafter referred to as the "**Advertiser**" and/or "**Agency**" (as applicable) and shall include its successors-in-interest and permitted assigns) identified in such Principal Terms (Star, Advertiser and Agency collectively known as "**Parties**"). The Advertiser/Agency (as applicable) warrants that it contracts with Star as a principal, notwithstanding that the Advertiser and/or Agency may be acting as an advertising agency or media buyer or in some other representative capacity. In the event of any conflict between these Standard Terms and Conditions and Principal Terms, the latter shall prevail. Parties agree that the Principal Terms and these Standard Terms and Conditions constitute a binding contract between Advertiser and/or Agency and Star and are collectively referred to herein as the "**Agreement**". Parties agree that the Standard Terms and Conditions do not require any separate physical, electronic and/or digital signature.

1. DEFINITIONS

1.1. The following words and expressions shall, unless the context otherwise requires, have the following meanings:

- (i) "Advertiser" shall mean the person who is named as the advertiser under the Principal Terms of the Agreement.
- (ii) "Advertising Commercials Airtime" shall mean the actual duration and times for which Advertisements are aired.
- (iii) "Agency" shall mean the person identified as the agent of the Advertiser under the Principal Terms of the Agreement.
- (iv) "Broadcaster" shall mean Star India Private Limited ("**Star**").
- (v) "Broadcaster Guidelines" shall mean the guidelines issued by the licensor of media rights (including but not limited to BCCI, ICC, CSA (as the case may be)) for the Programme in relation to transmissions of the Program, Commercials, Brand Promotions, Spots, Other Advertising Slots and other Entitlements.
- (vi) "Platform" shall mean the specific digital platform and/or specific television channel (whichever is applicable as per the commercial terms agreed between the parties) in standard definition and/or

high definition format, which is streamed/broadcasted by Star on which the Advertiser desires to advertise its products, services and/or brands and identified under the Principal Terms of the Agreement or the Release Order as the case maybe and at all times subject to the provisions of the Agreement.

- (vii) "Commercial(s)" shall mean the advertisement(s), Performance Advertisement(s), and/or any other content/materials proposed by the Advertiser and/or Agency to be broadcasted on the Platform (s) and/or any on-ground advertisement deliverables as detailed under the Principal Terms.
- (viii) "Channel" shall mean the specific satellite linear television channel in any format including standard and/or high definition format (as defined under the Principal Terms), which is broadcasted by Star and re-distributed primarily through Cable, DTH, IPTV and HITS platforms in Territory and on which the Advertiser desires to advertise its products, services and/or brands and identified under the Principal Terms of the Agreement or the Release Order as the case maybe. For clarity, the Advertisements may not be carried on the Channel and maybe replaced when redistributed through Internet, OTT, Mobile platforms.
- (ix) "Copyright" shall mean the entire copyright and design right subsisting under the laws of India (especially The Copyright Act, 1957 read with the rules and as amended from time to time) and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.
- (x) "Delivery Material" shall mean one Digital Betacam cassette of the advertisement content adhering to the technical specifications as provided by Star and as amended from time to time or material in such format as set out in the Principal Terms and/or determined by Star from time to time (including digital modes).
- (xi) "Entitlements" shall mean the deal particulars relating to the Commercials, Brand Promotions, Performance Advertisement, Other Advertising Slots and/or Star Social Media Space, Branded Posts, any on-ground advertisements, campaigns as provided in the Principal Terms
- (xii) "Fantasy Gaming" means an online game played on websites and/or digital platforms using internet or mobile technology, requiring participants to:

- (a) Put up money, to assemble a team on virtual basis, of real players constituted from match/game within a sporting tournament;
- (b) Compete for possibility of cash/cash equivalents based on statistical performance of players in such match/game playing during course of tournament.
- (xiii) "Game(s)" means any games of skill operated in accordance with applicable laws played on websites and/or digital platforms using internet/mobile technology online, where consumers maybe required to put up money for winning cash/cash equivalents including but not limited to Fantasy Gaming.
- (xiv) Internet Protocol Television ("IPTV") means distribution over a closed (physical or virtual)/ managed network, utilizing internet protocol over a wired/ wireless network for reception through any device or software / technology, which allows encryption, to authorized subscribers located within the Licensed Territory, using any wired or wireless technologies, including without limitation, a hybrid fiber coaxial (HFC) last mile access network, or a high speed digital subscriber line (DSL) based access technologies (ADSL2, ADSL2+, VDSL etc.) or a broadband modem connected to a telecommunications including without limitation 3G, 4G, 5G networks;
- (xv) "Other Advertising Slots" shall mean time or program slots for advertisements occupying part of screen such as scrollers, Aston Bands, pre-roll, mid-roll or post roll, overlays, pop-ups, tickers, hyperlinks, banners, skyscrapers, bottom boards etc.
- (xvi) "Portal" shall mean the online portals owned & operated by the Advertiser where the Game(s) are made available.
- (xvii) "Rates" shall mean the rates and prices as agreed and contained in the Principal Terms of the Agreement or the Release Order so executed.
- (xviii) "Release Order" shall mean the document providing specific details for scheduling of the Commercials and/or elements of Brand Promotions including but not limited to details such as time /slot, duration, caption, brand name, Rate etc. which are proposed by the Advertiser/Agency and confirmed by Star in writing. A Release Order is provided subsequent to entering into an Agreement, where such details are not already agreed under the Principal Terms of the Agreement. A Release Order once confirmed by Star shall form part of this Agreement and shall be read and construed accordingly and till such Release Order is confirmed, the terms of this Agreement shall form the whole agreement between the Parties.
- (xix) "Social Media Platform" means Facebook, Twitter, Instagram or any other social media platform as applicable to the Branded Post and/or Star Social Media Space.
- (xx) "Branded Post" shall mean a post on the Star Social Media Platforms which contain the Branded Copy promoting a Program and/or a Platform branded by the Advertiser.
- (xxi) "Branded Copy" shall mean advertising copy(ies) comprising of text, hashtags, audiovisual clips, pictures, or such content to be posted on Star Social Media Platform created and owned by Broadcaster which shall contain the Advertiser's intellectual property.
- (xxii) "Brand Promotion(s)" shall have meaning generally understood in the industry and shall be as per the relevant clause of the Principal terms of the Agreement or the Release Order.
- (xxiii) "Spots" shall mean time or program slots for advertisements on the channels/digital platforms occupying the full screen of the relevant Platform.
- (xxiv) "Star Social Media Space" shall mean stories, posts and/or tweets on Social Media Platforms offered to Advertiser for brand recognition.
- (xxv) "Star Social Media Platform" shall mean the official handle of Broadcaster on Instagram/Twitter/Facebook as maybe available or any other Social Media Platform.
- (xxvi) "GST Law" shall include Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017 and respective State's Goods and Services Tax Act read together with the rules, regulations, and amendments, including any notification and/ or amendments, pursuant thereto, issued from time to time.
- (xxvii) "Tax Liabilities" would include any tax, cess, duty, interest, penalty, or other charges/liabilities.
- (xxviii) "Performance Advertisements" means form of advertising wherein Advertiser wishes to drive specific action or meet defined business objectives as per the campaign requirements such as a click, sale, or lead and where the payment methodology from the Advertiser/ Agency could be basis cost per click (CPC), cost per install (CPI), cost per thousand impressions (CPM), and/or cost per action or acquisition (CPA) as more particularly mentioned under the Principal Terms executed between the Parties (referred to as the "Cost Methodology").

(xxix) "Reporting Mechanism" shall mean reporting mechanism specified in Annexure - 'C' herein below.

1.2. Any terms which are not defined herein shall have the meaning attributed to them under the Principal Terms or if not defined there they shall be attributed the meaning as in the respective statutes and/or common industrial usage.

2. GENERAL

2.1. The following provisions shall have effect for the interpretation of this Agreement including the Recitals and Schedules.

2.2. References to any statute or statutory provision or order or regulation made therein shall include that statute, provision, order, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

2.3. Unless otherwise stated, time shall be of the essence for the purposes of payment obligations by the Parties under this Agreement.

2.4. The parties to this Agreement shall be individually referred to as Advertiser, Agency and Star/Broadcaster respectively and shall be referred to as the "Parties" collectively.

2.5. All rates mentioned in the Agreement are for the transmission of the Platform(s) in the territory of India only.

2.6. This Agreement does not entitle any participation by means of Entitlements of any special events or any other packages that are not included in the Principal Terms/Release Order or the Schedules hereto.

2.7. The Rates mentioned in the Principal Terms are exclusive of all applicable statutory levies and taxes, such as service tax or any other duties, taxes, or levies, leviable under the agreement for advertising arrangement as per Indian laws and should be separately mentioned in the Release Order.

2.8. The internal allocation of the Consideration between Spots, Brand Promotions, and other Entitlements (if any) as the case maybe, shall be as per the sole discretion of Star.

2.9. Entitlements once booked shall not be rescheduled or cancelled.

2.10. If any Entitlements (including Slots) require to be rescheduled on account of rescheduling/postponement/extensions of Programme (partially or entirely) and such rescheduled date(s) goes beyond the last date under this Agreement, the Term shall automatically stand extended till such date until the last Entitlement is aired.

2.11. The agreed Target Spend / Outlay between Advertiser and Star does not include the special events/ format shows unless otherwise specified. And Advertiser can raise a separate release order for availing spots / time / Entitlements on the said special events / format shows.

2.12. It is agreed that the Programme content and the time at which a programme will be transmitted shall be entirely within the absolute discretion of Star and Star shall not be held liable for any failure to transmit the programme advertised or failure to transmit any programme at the advertised time.

2.13. It is agreed that Star shall not be held responsible for any error in transmission whereby the Commercial is not transmitted fully or partly or whereby the advertisement transmitted is not clear in terms of video and / audio. However, in such an event Star shall provide a replacement spot / time during the same time band to Advertiser/Agency.

2.14. a. The Advertiser agrees that the standard definition format and high-definition format of a channel are separately licensed channels, and the Entitlements provided on a standard definition channel will not automatically entitle the Advertiser to similar Entitlements on high-definition channel and vice versa, unless otherwise specified and agreed between the Parties. Further, the Entitlements provided on a television channel (high definition or standard definition) does not automatically entitle the Advertiser to similar Entitlements on the digital platforms of the Broadcaster. Further, the Entitlements do not entitle Advertiser to similar Entitlements on the Broadcaster's social media platforms unless otherwise agreed and specified between the Parties in this regard.

b. In the event any Entitlements hereunder are to be/or being aired on the terrestrial and Direct to Home networks of Prasar Bharati (excluding Private Cable and Satellite (Cable, DTH, IPTV and HITS)), pursuant to the applicable provisions of the Sports Broadcasting Signals (Mandatory Sharing with Prasar Bharati) Act, 2007, additional provisions under the Annexure 'B' of this Agreement will be applicable.

c. The Advertiser/Agency does not, and will ensure that it shall not, have any conflicts (whether directly or indirectly) in terms of BCCI Conflict of Interest Rules, as amended from time to time. Star shall have option to terminate this Agreement forthwith without any notice and/or inurrence of any liabilities whatsoever to Star, in the event any such conflict of interest comes to Star's knowledge/attention or is otherwise notified to Star by Advertiser/Agency any time during term of the Agreement.

- d. The Advertiser/Agency shall maintain the sensitive data information or personal information, collected of the end user/ consumer, in accordance with applicable laws and shall adopt the best practices of data protection including ensuring necessary technological, administrative, organizational and managerial security measures in place to protect such data. The Advertiser/Agency acknowledges that any personal data/ personal information processed/ collected by the Advertiser/Agency is subject to laws, rules, regulations related to privacy and data protection including but not limited to Digital Personal Data Protection Act, 2023 (including all rules enacted thereunder), The Information Technology Act, 2000, The Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Or Information) Rules, 2011 (both as amended from time to time) and any other law which comes into force hereinafter relating to privacy and data protection.
- 2.15. The Entitlements provided to the Advertiser shall at all times be subject to the Broadcaster Guidelines and/or other guidelines/instructions issued by the licensors of the Programme(s), as applicable from time to time for the Programme. It is agreed that in case any of the Entitlements under this Agreement becomes unavailable on account of the above, the Broadcaster shall at its sole discretion either book the Entitlements on forthcoming or alternate Programmes of similar nature or provide alternative Entitlements to the Advertiser. It is clarified for avoidance of doubt that any such unavailability of Entitlements shall not constitute a breach of this Agreement by Broadcaster and Advertiser hereby expressly waives all its remedies (whether under applicable laws or under contract or equity) against Broadcaster in respect of the same, whether in form of specific performance or a right to claim damages or compensation or otherwise.
- 2.16. Star, in its sole discretion, may provide ticket(s) of any event/programme subject to inter alia (a) any conditions that may be imposed by Star, and (b) the quantity and category of such tickets being solely determined by Star. It is hereby clarified that there is no obligation on Star to provide such tickets; Star has the right to refuse the same at any-time in its sole discretion; and any grant/refusal shall not dilute any obligations of the Advertiser and/or Agency.
- 3. ADVERTISER/AGENCY'S OBLIGATIONS:**
- 3.1. If not specified under the Principal Terms, Advertiser/Agency shall book Entitlements by issuing Release Orders at least four weeks before the desired telecast date of the first Commercial to avoid pre-emption of Entitlements. Notwithstanding anything otherwise contained in this Agreement, the Advertiser agrees that if the Advertiser fails to issue any Release Orders: (a) any actions/omissions by Broadcaster on account of such failure shall not be deemed to be a breach by the Broadcaster; and (b) such failure shall not restrict, impair and/or impact the Advertiser from fulfilling its obligations under this Agreement (including all payment obligations).
- 3.2. The Spots are only sold for a minimum duration of 10 seconds and thereafter in multiples of 5 seconds only. Different Spot durations will be charged at pro rata on the defined rate as above.
- 3.3. The Advertiser shall ensure that the Delivery Materials are provided at least four weeks prior to date of airing of first advertisement Commercial, failing which Star is not obliged to hold those Entitlements for the Advertiser/Agency and may in its sole discretion assign the same Entitlements as Star deems fit.
- 3.4. In case Commercials and/or Entitlements proposed to be broadcasted during the Spots do not satisfy the standards & practices and quality checks by Star, Star reserves the right to refuse transmission. . In such event the Advertiser/Agency shall not be liable to pay for advertisements which are not broadcasted.
- 3.5. All Commercials will be allotted a unique identification code by Star. This code needs to be mentioned in all Release Orders or other instructions sent by the Advertiser/Agency for booking of Spots or any other related correspondence.
- 3.6. Advertiser/Agency accepts that Run of Schedule (ROS) / Run of Day Part (RODP) /frequency builder Spots can appear in any part of the day within the specified time band if such time band is agreed under the Principal Terms or the Release Order (as the case maybe) or otherwise during any part of a day.
- 3.7. The entitlements for Brand Promotions, if any agreed between the Parties shall be as per the Principal Terms or the Release Order (as the case maybe).
- 3.8. The Advertiser/Agency agrees to utilize the Spots and/or other Entitlements including Brand Promotions as under this Agreement in its entirety within the Term. In case the Spots or other Entitlements are not consumed by the Advertiser/Agency during the Term, Star shall invoice the Advertiser/Agency for the whole contract value and the Advertiser/Agency will be liable to pay the same without any demur or protest.
- 3.9. The relationship between the Advertiser/Agency and Star is that of principal to principal. Nothing in this Agreement shall be taken as constituting Advertiser/Agency an agent of Star. Neither is the legal representative, agent, joint venture or partner of the other for any purposes and

neither of them has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, on behalf of the other or to bind the other in any respect.

3.10. The Advertiser agrees as follows:

- (a) The Advertiser shall not act and/or make statements in any manner which (i) in Broadcaster's reasonable opinion, may bring reputation and standing of Broadcaster, its channels, digital platforms, programs, brand, the Programme & entities responsible for organising the Programme, or any of its commercial partners/brand owner(s), Programme's original rights holders and/or any officer/member thereof and/or the sport into disrepute; and/or (ii) result in any notices and/or adverse directions and/or orders issued to the Broadcaster, its channels, digital platforms, programs, brand, the Programme & entities responsible for organising the Programme, or any of its commercial partners/brand owner(s), Programme's original rights holders and/or any officer/member thereof.
- (b) The Advertiser undertakes, represents and warrants to Broadcaster that in case the Advertiser uses any player, team, coach or official (including in relation to the Programme) in the Commercial and/or other Entitlements, the Advertiser shall ensure that such player, team, coach or official, as the case may be, has all necessary consents, permissions, licenses or no-objections (including from the owner/organiser of the Programme as may be applicable and/or the teams to which such individual belongs) for being part of such Commercial and/or other Entitlements and for exhibition/transmission/posting of such Commercial and/or other Entitlements on the channels and/or digital platforms and/or the social media channels of the Broadcaster, as may be applicable and for the course of the broadcast of the relevant Program.
- (c) The Advertiser undertakes to adhere to all the applicable guidelines including Broadcaster Guidelines.
- (d) The Advertiser will ensure that it will not create any association (whether directly or indirectly) between Advertiser/any third party and the licensor/owner of the Programme.

3.11. In case the product/service being advertised by the Advertiser is a brand extension of a product whose advertising is prohibited/restricted by applicable laws, the Advertiser shall ensure that the same is a 'genuine brand extension' and is in compliance with all applicable laws (including guidelines issued by ASCI from time to time). The Advertiser shall additionally ensure the following:

- (a) The Commercial should clearly indicate/convey the identity of the genuine brand extension owned by Advertiser and is not connected to any product/service prohibited/restricted by applicable laws.
- (b) The Commercial should not directly or indirectly refer to any elements of a prohibited/restricted product(s)/service(s) in any manner (including any monetary winnings through betting/gambling in any manner whatsoever)
- (c) The landing page of such product/service should be that of the genuine brand extension, without any automatic redirection to a prohibited/restricted product/service.

In case the product/service being advertised by the Advertiser belongs to 'online gaming category', the Advertiser shall adhere to terms and conditions mentioned in Annexure - 'A'.

3.12. For the Branded Posts and Branded Copies, the Advertiser grants to Broadcaster the right to sub-license the Advertiser's intellectual property to the Social Media Platform for exploitation in accordance with the relevant terms and conditions of the Social Media Platform.

3.13. The Advertiser/Agency shall be responsible to pay all the monies including but not limited to the royalties payable to concerned person(s) in relation to the creation and airing/ exhibition of the advertisement(s) and/or promotional materials, including the Commercial as detailed herein, as required under the applicable laws and shall hold and keep Star harmless and indemnified in respect thereof;

4. CONSIDERATION

The total Consideration payable by the Advertiser/Agency shall be as per the Principal Terms and shall be payable in its entirety by the Advertiser/Agency latest by the date of expiry of the Agreement, unless otherwise expressly agreed between the Parties in writing.

5. INVOICING

5.1. Star shall raise an invoice in the name of the Advertiser/Agency in respect of the Spots and/or Brand Promotions and/or other Entitlements booked under the Principal Terms or by way of Release Order, on fortnightly basis for TV/broadcasting activities and on a monthly basis for digital activities, or at any other frequency agreed under the Principal terms of the Agreement or as otherwise agreed in writing between the Parties.

- 5.2. Invoices are proof for appearance of commercials/ tickers/ supers/ promos/ pull-throughs/ crawlers/ bugs/ in programme placements etc. and no further proof of telecast of spots and/or other Entitlements will be provided by Star. Upon request of the Advertiser/Agency, Star will provide a summary of the Spots aired. Such request can be made by Advertiser/Agency within 60 days from the date of telecast. Reports from any other system other than the systems of Star including any third-party monitoring system owned by the Advertiser/Agency shall not be considered as proof for the purpose of this clause.
- 6. PAYMENT TERMS**
- 6.1. The Consideration as well as any other amounts payable/ recoverable under this Agreement (including without limitation, any interest, penalty, other monetary liabilities, etc.) shall be exclusive of all applicable Goods and Services Tax ("GST") and/ or such other indirect taxes and cesses, if any, as per GST law or such other legislations in force in India.
- 6.2. Advertiser/Agency hereby unconditionally undertakes to settle/clear all Invoices raised by Star within the timelines ("**Credit Period**") as agreed by and between (a) the Internet Advertising & Mobile Association of India (IAMAI) and Advertising Agencies Association of India (applicable for digital); and/or (b) between Indian Broadcasting & Digital Foundation and Advertising Agencies Association of India (applicable for television). Provided that, only if any other specific Credit Period has been mutually agreed to between Star and the Agency/Advertiser(s), via email or any other form of written communication, then (A) Agency/Advertiser(s) shall adhere to such timelines, to clear/settle the Invoices, and (B) Agency/Advertiser agrees that such timelines shall be binding on the Agency/Advertiser, and the same shall supersede any other Credit Period mentioned hereinabove and/or in the Principal Terms.
- 6.3. Advertiser/Agency agrees to pay in addition to agreed Rates the good and services tax, value added tax, education cess and any other taxes, duties and levies as applicable under law.
- 6.4. If the Advertiser/Agency deducts tax at source (TDS) as per the applicable rates, it will be Advertiser/Agency's duty to deposit the same with the relevant government authority and provide Star with TDS certificate(s) as prescribed under the applicable law. The Advertiser/Agency agrees to deduct tax at rate(s) prescribed under Income Tax Act 1961 or rate of TDS as per certificate u/s 197 (lower deduction certificate (LDC)) if any, provided by Star, whichever is lower.
- 6.5. Once correct TDS credit is captured by the Advertiser/Agency in its TDS return, the Advertiser/Agency shall not revise, change or alter the same in its TDS return. Further, the Advertiser/Agency agrees that it shall not change/revise its TDS returns thereby affecting/changing the TDS credit for Star after September of the next financial year. In case of any loss/denial of TDS credit to Star due to the aforesaid, Star reserves the right to withhold, adjust, set-off and/or otherwise recover such amount(s) equivalent to the loss/denial of TDS credit, along with applicable interest and penalties (if any) from the Advertiser/Agency.
- 6.6. In case of any breach/ failure by the Advertiser/Agency in depositing TDS, due to which tax credit is denied/disallowed to Star or Star is unable to avail tax credit on payments made under this Agreement, in such case, until the said breach is rectified and all supporting documents/ proof in respect thereof is provided by the Advertiser/Agency to Star; and Star receives the tax credit that was originally denied/ was unavailable in its hands; Star shall have the option, at its discretion, to either receive full amount equivalent to such TDS credit under its other invoices without any tax deduction by the Advertiser/Agency or the right to withhold, adjust, set-off and/or otherwise recover the differential tax amount along with applicable interest and/or penalties from the Advertiser/Agency.
- 6.7. The Advertiser/Agency shall indemnify and keep Star indemnified from and against any disputes, claims, liabilities, losses and other legal proceedings arising out of the breach of clause(s) 6.4 – 6.6 set forth hereinabove.
- 6.8. Failure to pay the Consideration as per the Invoice within the aforesaid time limit will make the Agency liable to remit the amount with 18% interest per annum from the date of the default.
- 6.9. In the event of non-payment of the Invoices by the Advertiser/Agency, Star shall have the express, irrevocable right (but not the obligation) to withhold any future carriage of Commercials and any future Entitlements including but not limited to Brand Promotions whether booked or not by the Advertiser/Agency. Any such an action on the part of the Star shall not constitute breach of this Agreement by Star. Star may also commence further activity on full settlement of the outstanding invoices or earlier at its sole discretion. The rights in clause 6.5 and/or 6.6 shall be without prejudice to rights of Star to recover any such unpaid amounts through appropriate recourse under law jointly or severally from the Agency and/or Advertiser. Star shall have the right to proceed against either Party individually or both Parties jointly for such recovery of money.

6.10. In the event of the breach of any of the terms of this agreement by Star, Advertiser/Agency may at its sole discretion agree the waiver of any breach and make payments for the period under which the breach happened from Star.

6.11. No deductions, counterclaims or other forms of credits or offsets shall be made while settling the invoices (except withholding taxes as set out above). The Advertiser/Agency agrees to point out disputes in the invoices in writing, if any, within 10 days of receipt thereof, else the invoice shall be deemed to be accepted. Such disputes shall be investigated by Star and if such disputes are found to be valid, Star shall rectify the defect. In case such disputes are found to be invalid by Star, the invoice first raised by Star shall be deemed to be valid and the Advertiser/Agency shall be liable to make payments as per the same.

7. TAXES

A) (Clause 7.1 & 7.2 only applicable where Advertiser/Agency is an Indian resident)

7.1. Advertiser/Agency represents, warrants, and undertakes to comply with the following:

7.1.1. Advertiser/Agency shall immediately upon execution of the Agreement, provide the applicable and correct tax registration numbers to Star, and shall, as applicable, also notify Star in writing about any updates in its tax registration(s), changes in the status of its existing registration(s), or new registration(s) obtained by it, that may impact, or relate to any of the transactions contemplated under this Agreement.

7.1.2. The GSTIN of the recipient of service as per GST Law as specified in the Principal Terms. In case the place of supply as per GST Law is based on the location of the recipient, the address as of the Advertiser/Agency set forth in the name clause of this mentioned in the initial page of the Agreement shall be considered.

7.1.3. Where the Advertiser/Agency has failed to provide the GSTIN or if the GSTIN of the Advertiser/Agency has been found suspended or cancelled or is found to be incorrect at the time of raising of the invoice or reporting the invoice on GST portal, then the invoice shall be reported as B2C i.e., supply to unregistered customer, and the Advertiser/Agency's loss of input tax credit on account of the above aforementioned shall be solely borne by the Advertiser/Agency.

7.1.4. All tax invoices/ debit notes/credit notes issued by Star shall be duly accounted, recorded and considered as-is, by the Advertiser/Agency in its books of accounts

and GST records/returns. Applicable taxes in relation to the transactions under this Agreement but not been invoiced to the Advertiser/Agency, may be separately recovered by Star from the Advertiser/Agency at any time, through a debit note. On request of Star, Advertiser/Agency should provide declaration and necessary supporting documents as a proof of reduction of input tax credit on tax credit note issued on Advertiser/Agency.

7.1.5. Star shall raise tax invoice/credit note/debit note/other relevant documents ("**Payment Documents**") capturing all particulars required as per relevant provision of GST Law. In case of any discrepancy in the Payment Documents or information reported by Star on GST portal in respect to of such Payment document, the Advertiser/Agency shall immediately bring it such discrepancy to the notice of Star.

7.2. In case of any breach/ failure by the Advertiser/Agency of any of the terms set forth above, due to which: (a) tax credit is denied/disallowed to the Advertiser/Agency, or the Advertiser/Agency is unable to avail tax credit on payments under this Agreement; or (b) the relevant authorities seek to recover any such Tax Liabilities; then, Star shall not be made liable for the same, and Advertiser/Agency shall, if applicable, reimburse all such Tax Liabilities paid/ incurred by Star, without prejudice to the option of Star, at its discretion, to withhold, adjust, set-off or otherwise recover any such Tax Liabilities, together with any legal and other out-of-pocket costs, expenses, charges and amounts incurred by Star, from and against any other amounts deposited with Star, or that are payable to the Advertiser/Agency by Star, whether under the Agreement or otherwise.

B) (Clause 7.3, 7.4, and 7.5 only applicable where Agency/Advertiser is a non-Indian resident)

7.3. Any amount payable to Star under the agreement is exclusive of all applicable taxes. Any tax applicable on supply of goods/services under the agreement shall be over and above the amount mentioned in the agreement. Advertiser/Agency agree that in the event Star is subject to any applicable sales, use, goods and services, value added, or other tax or levy with respect to any supply of goods or services made under the agreement, the full amount of such tax or levy shall be solely on Advertiser/Agency's account.

- 7.4. Subject to above, each Party is responsible for all taxes including taxes based upon its income arising under this contract under applicable laws.
- 7.5. All the amounts due to Star shall be paid in net, without any deduction of any kind, whether due to taxes, charges, levies, or other similar assessments, including but not limited to, income, gross receipts, withholding and/or other taxes payable to any government authorities or any other reasons which are the sole responsibility of Advertiser/Agency. If Advertiser/Agency is required to make deductions or withholdings to the payments, Advertiser/Agency shall gross up the relevant amount to ensure that Star receives the full amount that it would otherwise have been entitled to receive.
- 7.6. The Advertiser/Agency shall indemnify and keep Star indemnified from and against any disputes, claims, liabilities, losses and other legal proceedings arising out of the breach of clause(s) 7.3 – 7.5 set forth hereinabove.

8. WARRANTIES, OBLIGATIONS AND UNDERTAKING

- 8.1. The Parties warrant and undertake that throughout the Term each of them has and will continue to have full authority to enter into this Agreement and to undertake each and all of the particular obligations on their respective parts contained herein.
- 8.2. The Advertiser/Agency affirms that the contents of the Commercial(s) provided to Star for telecast shall be in conformity with all applicable laws prevailing in India including without limitation the Advertisement Code and the Standards of practices issued by Advertising Standards Council of India (ASCI) and also in conformity of Rule 7 of the Cable Television Network Rules, 1994 (as amended from time to time) and have been duly censored by the appropriate authority, if required. The Advertiser/Agency confirms that the Commercial(s) are in compliance with the advisories issued by the Ministry of Information and Broadcasting pertaining to self-declaration of advertisements.
- 8.3. The Advertiser/Agency: (a) has obtained (to extent required by applicable laws) the certificate issued by the Central Board of Film Certification (“**CBFC**”) certifying that the said Commercial as suitable for unrestricted public exhibition as per applicable laws (“**CBFC Certificate**”) and such CBFC Certificate does not contain any terms and conditions which would restrict or prohibit the airing of such Commercial(s) and (b) has complied with all conditions under the Cable TV Act and ASCI Code as required to be complied with by the Advertiser for obtaining such CBFC Certificate.

- 8.4. The Advertiser/Agency further represent and warrant that nothing contained in the Commercial(s) (i) directly or indirectly infringes the Copyright or any other right of any third party; or (ii) that there are no claims, actions or proceedings, pending or threatened, affecting the advertisement or the title thereof; or (iii) directly or indirectly breaches any right of privacy, causes defamation etc.
- 8.5. The Advertiser/Agency consents that Star may make recordings of the advertising material/Delivery Materials for archive in order to comply with the provisions of all applicable statutes and/or codes when required.
- 8.6. The Agency / Advertiser hereby represents and warrants to Star that (a) the Commercial(s) does not violate rights of any third party including but not limited to that of the music composer, lyricist, singers and that of music publisher; (b) all rights including the copyright in the Commercial(s) is owned by the Advertiser for the purpose of its broadcast on Star's Platforms; (c) any and all performance royalties payable to the authors of the works incorporated in the content of the Commercial(s) has been or shall be paid by the Advertiser or the Agency on behalf of the Advertiser; and (d) communication to the public shall be deemed to have been done by the Advertiser at whose instance Star broadcasts the Commercial(s) on its Platforms.
- 8.7. Star shall book the Spots and/or other Entitlements as per schedule mutually decided and approved. All bookings shall be subject to availability and shall be on a best effort basis. Star shall make changes in programme/content or shift in time bands/Spots only post mutual discussions between the Parties. The Advertiser/Agency shall be liable to make payments without any demur or protest.
- 8.8. In case there is any unforeseeable delay, cancellation or reduction in duration of any match/event due to weather conditions and/or other actions taken by the owner of rights of a Programme and/or sporting tournament/property or any other reasons outside of Broadcaster's control (including on account of force majeure), Broadcaster shall at its sole discretion book Entitlements on forthcoming or alternate events/properties of similar nature scheduled on any of the Platform(s) or provide other alternatives as per its sole discretion. The Advertiser/Agency shall be liable to make payments without any demur or protest.
- 8.9. The Advertiser agrees that Broadcaster may vary the screen size of the Commercial(s) to accommodate information, change the colour combination, time etc. depending on the programming of the Platform and the same shall not be objected to by the Advertiser.

8.10. The Advertiser represents and warrants that it is not under any disability, restriction or prohibition, legal, contractual or otherwise, which might prevent it from performing or observing any of the obligations under this Agreement uninterrupted during the Term. The Advertiser further represents that it is competent to enter into this Agreement and suffers from no disqualification under the laws of India, contract, constitution or any other rule that may apply to, or bind, the Advertiser.

8.11. The Parties shall in the fulfilment of their obligations comply with all applicable laws, byelaws and regulations of the Government and other concerned authorities.

9. TERMINATION

9.1. This agreement is non-terminable unless agreed upon by the Parties, subject to the provisions of this Agreement.

9.2. Notwithstanding anything contained herein, this Agreement may be terminated in the following circumstances:

9.2.1. By Advertiser, with a notice of 15 working days to Broadcaster, if Broadcaster commits or is in breach of any term, obligations or representations under this Agreement and such termination shall come into effect only if the breach remains uncured at the end of the notice period.

9.2.2. By the Broadcaster (or in the alternative as per its discretion, Broadcaster may suspend any Commercial/Spot/Brand Promotion/Other Advertising Slot and/or other Entitlements from broadcast/publication) immediately, without any further liability to the Broadcaster whatsoever, if:

- (a) the Advertiser is in breach of any undertaking, obligations, representations and/or warranties made under this Agreement; and/or
- (b) the Advertiser is unable or unwilling to pay its debts as they fall due; and/or
- (c) Broadcaster receives any notice, order or direction (verbally or otherwise) from the Ministry of Information & Broadcasting, ASCI, Indian Broadcasting Federation (IBF), Broadcasting Content Complaints Council (BCCC), any of Broadcaster's licensor(s) of media rights, or any other relevant applicable authority, body etc. regarding the Advertisement/Brand Promotion or related elements, products/service advertised being in any violation of laws, guidelines, advisories, notifications or self-regulatory guidelines (as the case maybe); and/or

- (d) the Advertiser acts in any manner which might prejudice the goodwill and/or image of the relevant sport, Programme, organizer of the Programme, individuals participating in the said Programme, the Broadcaster and/or its affiliates, provided that Broadcaster shall provide Advertiser with written notice of such termination enclosing reasons in writing for such termination; and/or
- (e) the Advertiser becomes bankrupt or insolvent.

9.3. The Agreement may be terminated by the Broadcaster immediately, at its sole discretion, without need of taking any further action/notice from either Party and no further liability whatsoever to Broadcaster and all rights/obligations of Parties shall cease to exist forthwith in the event of the following:

9.3.1. If (a) primary product category of title brand owner and/or any of the official brand owner(s) of the Event, is the same category as that of the Advertiser; and/or (b) such title brand owner and/or official brand owner happens to be a competitor of the Advertiser;

9.3.2. If any licensee/owner of rights of an Event and/or sporting property dissociates itself from the Advertiser and requires Broadcaster to dissociate itself from the Advertiser/Agency for any reason whatsoever.

The Advertiser agrees that in the event that this Agreement is terminated for reasons set forth in Clause 9.3 above, the said termination shall not constitute a breach of this Agreement by Broadcaster and the Advertiser hereby expressly waives all of its remedies against Broadcaster for the same, including in form of specific performance or right to claim damages/compensation/otherwise.

9.4. In the event of termination, (a) Broadcaster shall have the right to immediately stop airing relevant Commercial/Spot/Brand Promotion/Other Advertising Slot and/or other Entitlements from broadcast/publication; and (b) entire consideration under the Agreement shall be payable and shall be required to be paid by the Advertiser/Agency within thirty (30) days of termination having come into effect or on the payable date as per this Agreement, whichever is earlier; and (c) Advertiser agrees that it shall not be entitled to seek refund of any portion of Advertising Fees already paid to Broadcaster. In case of failure by the Advertiser/Agency to pay the said amount the same shall be payable, with an interest of 18% per annum till such date, the actual payment is received by Broadcaster.

9.5. If the Advertiser provides a Commercial which violates or in Broadcaster's reasonable opinion violates this Agreement and/or any applicable laws or regulations in force at the relevant time, including S&P, broadcaster guidelines, advertisements which are against public interest, public sentiment or tantamount to unfair, monopolistic or restrictive trade practices or Broadcaster cannot perform its obligations due to unforeseen circumstances beyond Broadcaster's reasonable control, then without prejudice to its rights and remedies under law and this Agreement, Broadcaster reserves the right upon written notice to Advertiser to: (a) withdraw or postpone any such advertisement from broadcast; (b) amend or ask the Advertiser to amend and/or replace such advertisement; (c) remove, suspend, cancel and/or change the position or timing of such Commercial etc; and/or (d) terminate the Agreement immediately upon written notice. In the event, Broadcaster terminates the Agreement pursuant to this clause, the Advertiser shall be liable to pay the Advertising Fees in entirety to Broadcaster and shall not be entitled to seek refund of any portion of Advertising Fees already paid to Broadcaster.

9.6. In the event of change in applicable laws and/or action taken by Social Media Platform including pursuant to interpretation of and/or amendment of terms of use/terms and conditions of Social Media Platforms, which prevents Broadcaster from performing any of its obligations under the Agreement, then Broadcaster shall be entitled to terminate the Agreement forthwith and Advertiser shall be liable to pay the Advertising Fees in entirety in relation to the entitlements consumed till date of terminate. If the change in applicable laws does not prevent Broadcaster from performing its obligations under the Agreement, the Parties will continue to remain bound by the Agreement. However, the Parties may engage in renegotiation to amend the Commercial Terms in a manner prescribed under the Agreement, which shall be concluded within 7 days from date of limitation. If the Parties are unable to conclude negotiation in the timeline stipulated in immediately preceding sentence, the Agreement will continue as per existing terms.

10. INTELLECTUAL PROPERTY AND TRADEMARKS

10.1. All commercial and technical data, information, documentation made available by Advertiser/Agency is the intellectual property of Advertiser/Agency and further that the Advertiser/Agency is the absolute owner/ registered user of all trademarks, trade names, copyright, designs, artistic works in the data, information, documentation and other work made available or communicated or provided by the Advertiser/Agency to the Star.

10.2. Advertiser is the absolute owner/ registered user of all trademarks, trade names, copyright, designs, artistic works made available by the Advertiser to the Star and Star shall not, at any time and under any circumstance:

10.2.1. do anything which shall or may impair the right, title or interest of Advertiser in the same or create any right, title or interest therein or thereto adverse to the interest of Advertiser;

10.2.2. use or permit the Intellectual Property of the Advertiser to be used by any person; or

10.2.3. infringe, copy, initiate or otherwise interfere with the Intellectual Property Rights of Advertiser/Agency or otherwise prejudice the same in any manner whatsoever.

10.3. Advertiser acknowledges that all the commercial and technical data, information, documentation made available by Star is the intellectual property of the Star and further that the Star is the absolute owner/ registered user of all trademarks, trade names, copyright, designs, artistic works in the data, information, documentation and other work made available or communicated by Star to Advertiser. Advertiser shall not, at any time and under any circumstance:

10.3.1. do anything which shall or may impair the right, title or interest of Star in its Intellectual Property or create any right, title or interest therein or thereto adverse to the interest of Star;

10.3.2. use or permit the Intellectual Property of Star to be used by any person; or

10.3.3. use the Intellectual Property of Star with any other mark or marks or any other marks unless for the purpose of specific and limited use allowed under this agreement for brand promotion(s) or promotion activities.

10.4. Advertiser/Agency acknowledge that Star are the trademark owners and copyright owners or licensees for the programs telecasted on the Platform(s).

10.5. The Advertiser/Agency shall not use or cause to be used the name and trademark of the programs, Star, the Platform(s) or any other channels/digital platforms of Star without prior written approval of Star. In case Star agrees to such use they shall have the sole right to specify the manner and the way in which the same shall be used by the Advertiser/Agency.

10.6. The Advertiser/Agency is the trademark owners and the copyright owners of the advertisements telecasted either by way of advertising or brand promotion(s). Advertiser/Agency hereby grants to Star the right to use Advertiser/Agency's logos, marks, and the Commercials in the performance of its obligations under this Agreement and in Star's ad sales marketing materials (eg: trade ad publications, promotions etc) and warrants that it has the authority to grant such rights. However, this limited license is granted only for the purpose of fulfilling Star's obligations under this agreement and for no other purpose and the license shall automatically get terminated on termination of this arrangement.

10.7. Star shall not use or cause to be used the name and trademark of the Advertiser/Agency or any other names and trademarks owned or licensed by the Advertiser/Agency without prior written approval of Advertiser/Agency, unless for the performance of obligations under this agreement.

11. MISCELLANEOUS

11.1. Confidentiality: The Parties agree to keep the terms of this Agreement strictly confidential at all times. Except to the extent authorized by this Agreement and any requirement under law, during the term and following the expiration or termination of the agreement, the Parties shall not disclose, publish or make available any proprietary information including but not limited to rates, time bands, costs etc. to any third party and shall not sell, transfer or otherwise use or exploit any such Proprietary Information disclosed to them.

11.2. Notices: Any notice provided for in this Agreement shall be in writing and addressed and faxed or delivered by suitable electronic means at the addresses mentioned in the Principal Terms or at such addresses as may be communicated to the other Party. Notice shall be effective on receipt or within ten (10) days of mailing or upon transmission in case of electronic/fax transmission.

11.3. Waiver:

(i) No forbearance, indulgence or relaxation of any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of the same provision and any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and / or position other than as expressly stipulated in this Agreement.

(ii) Failure of any Party at any time to demand strict performance by the other of any of the undertakings, terms or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other of the said undertakings, terms, and conditions.

11.4. Force Majeure: If, by reason of any event of force majeure, either of the Parties to this Agreement shall be delayed in, or prevented from, performing any of the provisions of this Agreement (otherwise than as to payment of money), then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by either of the Parties hereto from the other by reason thereof. Subject to Clause 8.8 above,

should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered with by reason of any event of force majeure, then the obligations of the Parties shall be suspended during the period of such hampering, interruption or interference consequent upon such event or events and shall be postponed for a period of time equivalent to the period or periods of suspension before being reinstated, and the Parties hereto will use their best endeavors to minimize and reduce any period of suspension occasioned by any of the events aforesaid. Notwithstanding the above, to the extent that Broadcaster has aired/broadcasted the Commercial(s) and other Entitlements or has not conveyed an inability to do so on account of force majeure event, the Advertiser shall not be released from any obligation to pay the portion of the Advertising Fees relating to such Commercials and/or other Entitlements on the due dates specified in or in accordance with this Agreement and shall not be entitled to seek refund of any portion of the Advertising Fees already paid. The expression 'force majeure' shall mean an act of God including but not limited to fire, flood, earthquake, lightning, epidemic, pandemic, windstorm or natural disaster; act of any sovereign including but not limited to war (whether war be declared or not) or confiscation nationalization requisition destruction or damage to property by or under the order of any government or public or local authority or imposition of government law judgment order; labour dispute including but not limited to strike lockout or boycott, interruption or failure of utility service including but not limited to electric power water or telephone service ; the enactment of any Act of Parliament or the act of any other legally constituted authority ; any cause or event arising out of or attributable to war or civil commotion or a threat thereof, or any other such cause or event outside the control of the Parties.

11.5. The Advertiser/Agency hereby agrees to hold and continue to hold Star its assignees, licensors, affiliates, officers, employees fully indemnified without any limit against any loss, expense, claim, cost, expenses, damages and/or penalty that Star may incur/suffer on account of a breach of any terms and conditions or representations of this Agreement, including without limitation, the telecast/airing of the Commercial and against any claims or loss that may be suffered due to false product/service claims or any other non-compliance.

11.6. The Broadcaster shall not be liable for any indirect or consequential loss of business or loss or damage whatsoever arising out of or in connection with the performance or non-performance of this Agreement. The total liability of the Broadcaster to Advertiser arising from any breach by the Broadcaster of this Agreement shall not exceed the Advertising Fees paid by Advertiser under this Agreement.

- 11.7. In the event that any clause or term of this Agreement shall be deemed to be invalid or unenforceable, this shall not affect the legal enforceability of the agreement as a whole and the Parties agree to replace such invalid clause with a mutually agreed enforceable replacement clause, as close as possible in interpretation to the invalid clause.
- 11.8. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with Indian law and shall be subject to the exclusive jurisdiction of the competent courts in New Delhi, India.
- 11.9. This Agreement represents the entire understanding between the Parties and supersedes any and all previous discussions, correspondence, understandings and communications (whether written or oral) between the Parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or otherwise modified, except by an instrument in writing, signed by all the Parties.
- 11.10. Advertiser/Agency hereby represents, warrants and undertakes that in performing its obligations or exercising its rights etc. under this Agreement, Advertiser/Agency and its employees shall not pay, offer or promise to pay, or authorise the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with the intent and goals (to the extent applicable) of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transaction, 37 ILM 1 of 15 February 1999, United States' Foreign Corrupt Practices Act, United Kingdom Bribery Act 2010 and any other Indian law including Bharatiya Nyaya Sanhita, 2023 and Prevention of Corruption Act, 1988 ("Legislations"). If Star becomes aware or has reasonable grounds to suspect that any transaction relating to the business contemplated herein has taken place in contravention of the principles set forth in this clause or under the Legislations, Star shall be entitled forthwith, in its sole discretion, to terminate this Agreement with immediate effect and any and all other arrangements with Advertiser/Agency and/or its affiliated companies and the same shall be treated as material breach of the Agreement
- 11.11. Star is required to comply with certain international laws and is not permitted to engage with a person with whom dealings are prohibited under the economic sanctions administered by the United States, His Majesty's Treasury of the United Kingdom, the European Union or any of its member states, or the United Nations, whether as a result of the specific designation of that person, its ownership or control, the jurisdiction in which it is located, organized, or resident, or otherwise ("**Sanctions**"). Star has agreed to enter into this Agreement on the basis of the representation that neither the Advertiser/Agency, nor any of its affiliates, nor any of their directors, officers, or controllers, is/ are persons who are subject to any Sanctions. Further, if such Sanctions are imposed at any point of time, the Advertiser/Agency warrants that it shall be responsible to inform Star immediately about the same as soon as it comes to the knowledge of the Advertiser/Agency. If at any time during the term of the Agreement, it comes to the knowledge of Star that the Advertiser/Agency or any of its affiliates, or any of their directors, officers, or controllers are subject to any Sanctions, it shall be deemed to be a material breach of this Agreement by the Advertiser/Agency and Star shall, without prejudice to anything contrary mentioned in this Agreement in its sole discretion, have the right to forthwith, terminate this Agreement with immediate effect and any and all other arrangements with the Advertiser/Agency and/or its affiliated companies.
- 11.12. Each Party hereto represents and warrants to the other Party that the signatories hereto for and on behalf of that Party have been fully empowered to execute this Agreement on its behalf and that all necessary action has been taken and all requisite approvals have been obtained to authorize such execution.
- 11.13. Rights and obligations under this Agreement which by their nature should survive or are expressly stated to survive herein shall remain in full force and effect to the extent so specified notwithstanding any expiry or termination of this Agreement. Without prejudice to generality of the foregoing, clauses relating to Confidentiality, Payment Terms, Governing Law & Jurisdiction, Indemnity and Consequences of Termination shall survive the term or earlier termination of this agreement.
- 11.14. Advertiser cannot assign, delegate, or license their rights and obligation in whole or in part under this agreement without the prior written consent of the Broadcaster. It is hereby clarified that Broadcaster may freely assign, delegate, or license its rights and/or obligations under this agreement at any time including to third parties.
- 11.15. In the event the Advertiser has not signed the Principal Terms, the Agency undertakes that it has been authorized by the Advertiser to enter into agreements on its behalf as its authorized agent.

ANNEXURE - 'A'

ONLINE GAMING - TERMS AND CONDITIONS

[APPLICABLE ONLY TO 'ONLINE GAMING' PRODUCT CATEGORY]

1. The Games of skill which Advertiser is offering are being offered only to individuals who have attained majority age as per applicable laws and only in territories other than states of India where the Games are prohibited. The Advertiser undertakes and confirms that these conditions form part of the terms and conditions/policy of the Portal.
2. The Commercial shall be in compliance with the provisions of ASCI Code including that specified in the Guidelines for Online Gaming and/or other Guidelines issued/amended by ASCI from time to time ("**ASCI Guidelines**"), and shall include all necessary declarations to Broadcaster's satisfaction. These shall include the following:
 - (A) Disclaimers stating: (a) "Please play responsibly and at your own risk"; (b) "The Games involve an element of financial risk and may be addictive"; (c) "Terms and conditions of the Portal shall be applicable; (d) The Games are targeted only at users who have attained majority age per applicable laws; (e) The Games are not available in territories where applicable laws prohibit such activity, not is the advertisement directed towards such territories.
 - (B) The Advertiser shall ensure that the relevant disclaimers are clearly visible and legible.(i)in the case of static Commercial, such disclaimer specified in paragraph 2(A) above shall: (a) occupy no less than 20% of the space in the Commercial; (b) be in the same language as the Commercial; (c) be in the same font as the Commercial or 'sans serif' and not in italics for better readability; (d) be in the same direction as the majority of the Commercial, such that no rotation of head or medium is required to read the advisory and along the natural reading direction of the medium; and (e) satisfy the following visual presentation requirements in terms of contrast and colour: (aa) be in a colour that contrasts with the background of the Commercial, such that it allows the text to be clearly legible; (bb) not be designed in a way that the text keeps fading in and out of vision; in such cases, the text should be placed on an opaque single-coloured block.
3. Neither the advertising copy, Commercial/Entitlements nor the Portal (i) shall promote any game/activity which is illegal or prohibited by statute or laws; or (ii) shall explicitly/implicitly suggest that player will win every time the individual plays the game; or (iii) shall promote or encourage excessive gaming; (iv) shall promote, suggest, prevent playing of the game to be a way to solve financial difficulties/achieve financial security/act as an income opportunity/alternative to employment; (v) shall state the game is a way to gain social superiority/respect/takes priority over other aspects of live; or (vi) shall depict any person who has not attained majority age as per applicable laws or who does not appear to be under age of majority engaged in playing of the games; or (vii) shall suggest that any person who has not attained majority age can play the game; or (viii) shall suggest that a person engaged in playing the game is in any way more successful as compared to others.
4. The software of the games and/or Portal has not been and shall be tampered or manipulated with in any manner whatsoever, including but not limited to tampering/manipulation which changes or violates rules of the games, the terms and conditions of the Portal and/or provides itself, all or any players of the games with unfair or undue advantage.
5. If applicable, the random number generator/software of the portal and/or the game for shuffling and/or dealing of the cards have been certified by a reputable third-party auditor (preferably one of the Big Four Accounting Firms).

ANNEXURE - 'B'

To the extent mandated under Sports Broadcasting Signals (Mandatory Sharing with Prasar Bharati) Act, 2007, and notwithstanding anything stated in this Agreement, it is hereby clarified that the broadcast of the Commercial on the Channel is subject, at all times, to the discretion of Prasar Bharati (a corporation established under the Prasar Bharati (Broadcasting Corporation of India) Act, 1990) which owns the Doordarshan network (including the Channels). The Client acknowledges that Star shall not be held liable under this Agreement, equity, law or otherwise for any failure to adhere to any term of the Agreement arising pursuant to or on account of any act or omission by the Prasar Bharati or pursuant to any instructions issued by Prasar Bharati to Star.

ANNEXURE - 'C'

Reporting Mechanism:

FOR ALL PERFORMANCE ADVERTISEMENTS ON CPC COST METHODOLOGY

- i. Publisher shall share daily tracking report setting out the impression counts and clicks with the Advertiser/Agency ("Publisher Reports"). Advertiser/Agency shall be required to raise any questions or disputes or highlight discrepancies with the Publisher along with all supporting documents (in writing) no later than 24 (twenty-four) hours from receipt of the Publisher Report, else the Publisher Reports shall be deemed to be accepted and the Advertiser/ Agency shall be deemed to have waived its right to dispute the Publisher Reports any time thereafter.
- ii. The disputes as raised by the Advertiser/Agency (in the manner as per sub-clause (i) above) shall be investigated by Publisher and if such disputes are found to be valid then Publisher shall provide the updated Publisher Reports and Invoices shall be raised as per the updated Publisher Reports. However, in the event the disputes/discrepancies raised by the Advertiser/Agency is found to be invalid/unsubstantiated by the Publisher, then the Publisher Reports first raised by Publisher shall be deemed to be valid and the Advertiser/Agency shall be liable to make payments of the Invoices raised as per the same.
- iii. Reports from only the systems of approved mobile measurement platform ("MMP") of the Publisher shall be considered as proof of delivery for the purpose of this clause.

FOR CPI COST METHODOLOGY

- i. Parties shall onboard a third-party mobile measurement platform ("Third Party MMP"), mutually agreed upon, for the purpose of generating tracking reports with respect to the CPI Cost Methodology ("Third Party MMP Reports"). Parties will refer to a dashboard maintained by the Third Party MMP for daily tracking reports. Basis the MMP Report, Publisher shall raise invoice on the Advertiser as per clause 5 and shall be paid for by the Advertiser/Agency without any demur.

FOR OTHER COST METHODOLOGY

- i. Reporting Mechanism for other Cost Methodology apart from CPC and CPI shall be agreed upon at the time for such Cost Methodology being agreed upon under the Principal Terms.