

## TERMS AND CONDITIONS FOR THE CONTEST “Star Plus Ganpati Utsav”

The following terms and conditions (“**Terms and Conditions**”) shall govern the entire process for participation in the “*Star Plus Ganpati Utsav*” (“**Contest**”) and shall be binding on each participant (“**Participant**”, “**Your**” and/or “**You**”) who voluntarily desires to participate in the Contest hosted by **Star Advertising Sales Limited** together with its affiliates, associates, agencies etc., as the case may be (collectively “**Company**”) and sets out, *inter alia*, the terms of Your participation in the Contest and selection of Winner(s) of the Contest. The Contest shall be conducted in English language as set out on Channel’s website bearing URL: <https://www.jiostar.com/legal-terms-policies/> (“**Contest Website**”).

Your act of participating in the Contest shall be deemed to be Your absolute agreement to the rules and regulations, these Terms and Conditions and privacy policy available at [Contest Privacy Policy – Star Advertising Sales Limited - Jiostar](#) (“**Privacy Policy**”) as prescribed by Company from time to time (hereinafter collectively referred to as the “**Contest Terms**”). Upon a Participant sending an Entry (*defined below*) to Company, Company may, at its sole discretion, share a link of these Terms and Conditions and Privacy Policy. Your continuing participation in the Contest will be deemed as Your acceptance to these Terms and Conditions and Privacy Policy. Notwithstanding anything to the contrary, in the event Company does not share links of these Terms and Conditions and Privacy Policy on WhatsApp and/or on any other platform/service with the Participant, for any reason whatsoever, it will not be deemed as a breach by Company of these Terms and Conditions. If You do not agree to be bound or cannot comply with any of the Contest Terms, please do not continue. Your failure to accept these Contest Terms will disqualify Your participation in the Contest.

The Contest shall be governed by the Contest Terms, and by entering the Contest, each Participant acknowledges that they have read, understood, and unconditionally agree to comply with and abide by these Contest Terms. It is clarified that Company’s decisions on all matters relating to the Contest shall be final and binding in all respects. You represent that Your participation in the Contest is on a voluntary and unsolicited basis. You further acknowledge that no goods or services have been offered to You as an inducement, or a prize, for participating in the Contest.

The Privacy Policy shall govern all collection, storage, usage, transfer, retention, disclosure of any Personal Information (defined below) and/or any other information as detailed in the Privacy Policy, including but not limited to, information in relation to Your participation in the Contest, any information gathered under, or pursuant to this Contest by the Company (if any) (collectively, “**Data**”).

By participating in the Contest,

- (i) You are authorizing the Company and its’ affiliates, group companies, sponsor, its’ affiliates and their employees, authorised representatives, agents, assigns (collectively “**Company Entities**”) to collect, use, store, transfer and disclosure of Your Data;
- (ii) You acknowledge that Data is required to be collected by the Company Entities in relation to Your participation in the Contest. Your refusal to provide Company Entities with certain information would entitle Company to disqualify You from participation in the Contest.
- (iii) You are authorizing the Company Entities to contact You using Direct Messaging (“DM”) via the official Instagram account /page of the Organizer.
- (iv) You hereby consent to all of the foregoing.

To the extent of any conflict between the Privacy Policy and these Terms and Conditions, these Terms and Conditions will prevail to the extent of any such conflict.

Contest shall be organised from Aug 27, 2025 and shall continue until Aug 31, 2025 (“**Term**”) as detailed in the table hereinbelow. The Term is subject to change/modification without prior notice, at the sole discretion of the Company. The Company shall put up questions for the Contest during the Term as per its sole discretion.

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The Company will select a total of 15 (fifteen) Participant(s) latest by 10<sup>th</sup> September 2025, as the winners of this Contest (in the manner detailed below) (“**Winner(s)**”) winning 1 (one) gift voucher of USD 100 each(as more detailed hereunder). The right to make changes to the above shall reside with the Company.

You agree and acknowledge that You are not required to make any payments to Company for participating in the Contest. However, You understand and acknowledge that Your telecom service provider/ internet service provider may impose standard internet charges as per applicable rates as well as premium charges on You for using WhatsApp and/or visiting the Contest Website for participating/ internet service provider may impose certain charges on You for use of their applicable services in relation to Your participation in the Contest, which shall be borne solely by You. Company recommends You check with Your service provider for schedule of charges that may apply.

### (I) Definitions

- (a) “**Intellectual Property Rights**” means any and all current or future intellectual property rights, including, without limitation, patents, trademarks, trade names and domain names, service marks, rights to inventions, copyright (including in relation to performances or performed works) and related rights, rights in logos and get-up, rights in goodwill, unfair competition rights, rights in designs (whether held in physical or electronic format or otherwise howsoever), database rights, privacy rights, trade secrets, know-how and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals, reversions or extensions of, such rights and similar or equivalent rights or forms of protection in any part of the world. The term “**Intellectual Property**” shall have the correlative meaning.
- (b) “**Works**” shall mean and include any form of artistic works, works of authorship, performances and services by the Participant or compilation, data which is developed, created, discovered, invented, or otherwise brought into existence by the Participant during the course of the Contest.
- (c) “**Exploitation/Exploit**” shall mean the exploitation of the Works including along with its cognate forms and grammatical variations, means and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation, adaptation, publication, cutting, editing, and packaging of the Intellectual Property vested in the Works, either in whole or in part, in any form/format or language, as may be decided by the Company in its sole discretion and shall include incorporation of the Works including performances during the Prize or any audio visual recording or sound recording or as may be decided by the Company in its sole discretion as well as the conversion of the Works from one form/format to another and in relation to the Works, making of a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any all languages/ dialects in the world, converting the Works for theatrical exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking [websites](#), blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. Where applicable, the capitalized terms ‘Broadcast’, ‘Communication to the Public’, ‘Cinematograph Film’, ‘Performance /Perform in Public’, ‘Sound Recording’, ‘Visual Recording’ shall have the same meanings as defined in the Copyright Act (Cap. 63) as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

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### (II) Participants’ Eligibility

To participate in the Contest the Participant(s) must comply with the below:

1. The Participant(s) must be individual residents of New Jersey, United States of America (USA) (the “**Territory**”) and must submit valid proof of residence of the Territory and not be citizens of any sanctioned country (where sanctioned country means Belarus, Burma (Myanmar), Crimea, Cuba, Democratic Republic of Congo, Iran, Ivory Coast, Liberia, North Korea, Somalia, Sudan, Syria, Zimbabwe and any other country against whom the U.S. economic sanctions program are or may be maintained by the U.S. Government, as may be updated from time-to-time).
2. The Participant(s) represent and warrant that they are not on any Specially Designated Nationals and Blocked Persons list issued by the US Treasury Department’s Office of Foreign Assets Control.
3. The Participant(s) must be aged 18 (eighteen) years or above and at minimum should have attained the age of majority in the Territory as on the start date of the Term.
4. The Participant(s) should not have any criminal conviction or be subject to any restriction or have any criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest. The Participant should be legally eligible, as per the laws of the jurisdiction to which the Participant(s) is(are) subject, to enter into a contract.
5. The Contest is not open to the employees (permanent or contracted) and directors, including each of their immediate family members, of (i) the Company Entities; and (ii) sponsors, including each of their parent, subsidiary and affiliated companies and/or entities connected with the promotion of the Contest; (iii) advertising and promotion agencies, the distributors, suppliers of prizes, including each of their parent, subsidiary and affiliated companies and/or entities connected with the promotion of the Contest (collectively, the “**Sponsors**”) if applicable.
6. The Company reserves the right to verify the eligibility of all Participants.
7. Non-conformance by the Participant(s) with any and all of the Contest Terms set out herein or as set by the Company from time to time will make such Participant’s participation in the Contest null and void.

### (III) Participation Mechanism:

1. The Participant(s) will be required to
  - a. Visit Instagram and follow the official Instagram account/page of the Organizer viz. Star Plus USA.
  - b. The participant takes a photo at the event viz., “**Ganesh Utsav**” organised/held at **Woodbridge Center Mall, Woodbridge, New Jersey, USA** (“**Photo**”).
  - c. The participant will upload their Photo on their Instagram account with the caption containing their answer to the question “What role is played by Smriti Irani in Kyunki Saas Bhi Kabhi Bahu Thi?”, and tag @STARPLUSUSA in such Photo.
2. The Participant(s) shall not have the right to submit multiple entry(ies) for the Contest
3. Any Entry should provide all required information requested from the Participant(s). If the same is not complied with, then the Entry will not be considered a valid entry for the Contest and the same will be disqualified. All information submitted by the Participant must be true, accurate and complete and are subject to the provision of proof(s) by the Participant, upon request by Company. It is clarified that Participants who

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have already provided the required information in a previous Entry shall be required to provide the required information again in every fresh Entry that they submit.

4. Participant(s) must enter the Contest on their own behalf only and Entry(ies) by proxies shall not be accepted.
5. The Entries received before the commencement and/or after the expiration of the Term shall be void. The Company’s determination of the date and time of receipt of Entries shall be final and binding on all Participants. Any incomplete and/or illegible Entries will result in disqualification from participation in the Contest and the receipt of any Prize.
6. The Company shall not be responsible for any Entry submitted but not received or recorded due to any reason whatsoever. Without limiting the generality of the foregoing, Company shall not be responsible for and/or liable in any manner whatsoever for (a) any act or omissions of any third party service providers, including failure in receipt of/delivery of any messages, including without limitation Instagram downtime (if applicable), Facebook downtime (if applicable), network problems (including unclear network), breakdown of machinery, disruption in the network and/or the internet/network costs charged by the telecom/mobile/network operator/third party service provider. etc. that the Participant may incur while participating in the Contest (b) lost, invalid, misdirected, late, incomplete or unintelligible entries or for inaccurate entry information, whether caused by the Participants or by any technical or human errors of any nature whatsoever that may occur in the processing of such Entries; and/or (b) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of entries, or for technical, network, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the internet or at any website, that results in an Entry not being received by Company. Any automated receipt of confirmation does not constitute proof of actual receipt of the Entry.
7. Only eligible Entries received from eligible Participants, during the Term, will be considered for the Contest. Each Participant represents that the Entry is authentic and not fabricated for the purposes of the Contest.
8. The Participant(s) agrees that the Entry shall be free of any virus/trojans/spyware/malware or any such program which may harm the recipient’s computers/ system/servers etc. or contain any links which are intended to harm and/or provide unauthorized access to the recipient’s computer and the data therein.
9. Certain selected Participants will be eligible to receive the Prize (as defined below) in accordance with the Selection Process and Gratification section below.

### (IV) Selection Process and Gratification:

1. The Participant(s) understands that answering the question correctly does not guarantee the Participant(s) to receive any gratification. The Company expects several Participant(s) to submit the correct answers of all the questions on the Contest Website. Hence, out of all the entries that the Company receives, only 15 (fifteen) Participant(s) who have answered **the Contest question correctly**, will be selected by the Company via random selection as Winners. The Winner(s) will be selected as per the Participation Mechanism as laid above. Each Winner of the Contest shall win 1(one) gift voucher worth USD 100 each (“**Prize/Gratification**”).
2. The eligibility and process of selection of the Winner shall be determined by the Company at its sole discretion. Winner shall be required to fulfil all of the requirements set out in these Terms and Conditions including submitting of valid documents to the satisfaction of the Company and shall execute a release form and such other documents as may be required by Company.
3. The Participant(s)/Winner(s) permits the Company to contact and notify him/her/them personally on their contact number for confirmation to accept the Prize/Gratification. The Winner(s) shall claim the prize within 24 (twenty-four) hours from the date of announcement/notification from the Company via direct messaging from

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the official Instagram account of the Organizer. If the Winner(s) fails to claim the prize/gratification within 24 (twenty-four) hours, then such Winner(s) would be considered to have forfeited their claim on their Prize, and a new winner shall be selected by the Company from the submitted correct entries of Participant(s). In the event the Participant(s)/Winner(s) confirm to accept the Prize/Gratification the Company shall send the tickets on their email address provided by the Participant(s)/Winner(s), vide the Company e-mail id : [marketing.usa@jiostar.com](mailto:marketing.usa@jiostar.com) Further, to claim the Prize/Gratification the Winner(s) shall give consent and accept all the terms, including without limitation any and all representations, warranties, undertakings, as laid down therein and/or communicated by the Organizer in relation to the Contest.

4. The Company shall not be held responsible, in any manner, for any losses or injuries the Winners may suffer during the enjoyment of the Prize, in the manner and form required by the Company. The Winner shall share all the details requested by the Company including but not limited to name, phone number, age, email id, address, etc. of himself/herself within such time as may be communicated by the Company at its sole discretion. In case the Winner is unable to verify the eligibility details and/or fails to furnish any details required by the Company, the said Winner shall be disqualified from the Contest, at the sole discretion of the Company and shall not be eligible to receive the Prize. The Winner further agrees and acknowledges that the Prize may be subject to additional terms and conditions as may be imposed by third party providers, from time to time and the Winner agrees to adhere to such terms and conditions, without any recourse to the Company. To the maximum extent permissible by law, Company shall not be responsible for loss of any nature, and/or any physical injury and/or disability and/or disfigurement and/or mental trauma and/or death that may occur/ occurs to any Participant, who is not selected a Winner. Notwithstanding anything to the contrary and to the maximum extent permissible by law, the Company makes no representation and warranties, whether express or implied, with respect to the Contest and/or Prize including in relation to fitness or merchantability of the Prize and/or the Contest.
5. All decisions relating to shortlisting, selection and announcement of Winner(s) of the Contest shall solely vest with the Company and such decisions shall be final and binding on the Participant. The Participant(s) shall not dispute the decision of the Company at any point of time.
6. For the avoidance of doubt, it is clarified that if the Winner's selection is invalidated due to (i) their non-response to Company's communication; (ii) their failure to execute any further documents as required by Company to collect the Prize/ verify the eligibility details; or (iii) no correct Entry is received by Company for the Contest, Company shall have the right (but not the obligation) to select the next eligible Participant who has submitted a correct Entry as the Winner.
7. The Participant shall be required to be available as required by Company to share its entry that Company may specify from time to time (at Company's sole discretion). Company shall not be liable to the Winner for any loss/ damage to their person or property caused/incurred during the Winner's receipt of the Prize and the Winner shall keep Company indemnified for any loss suffered as a result of the same.
8. The Participant(s) shall ensure that their Entry is original, decent and is not illegal, immoral, obscene, defamatory, derogatory, abusive, offensive, insensitive, libellous or blasphemous to any person nor does it violate the right to privacy of any person. The Participant(s) also agrees and confirms that their Entry for the Contest is in compliance with all applicable laws of the Territory and agrees to keep the Company Entities indemnified from any claim thereto. Any non-compliance with this clause shall lead to the immediate disqualification of the Participant(s) concerned without any liability to the Company and/or Company's affiliates.
9. If any Participant engages in any behaviour that Company in its sole discretion believes to be prejudicial to the spirit of the Contest, it will result in such Participant's disqualification from the Contest and the receipt of any Prize.

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10. If the Winner is unable to or does not claim the Prize, within the timeline specified in this Terms and Conditions and/or any such timeline as may be communicated by Company to the Winner, for any reason whatsoever, he/she shall be deemed to have withdrawn from the Contest and forfeited their right to claim the Prize.
11. All decisions taken by Company shall be final and binding and shall not be subject to any appeal of any nature whatsoever. Entry in the Contest shall be construed to mean that the Participant(s) has(ve) waived their right to dispute any decision(s) made by Company, to the maximum extent permissible by law.
12. Company reserves the right to change or withdraw the Prize at any time (a) if the Participant and/or the selected Winner fails to comply with any of the Contest Terms and/or applicable laws; or (b) to remain in compliance with applicable laws.
13. To the maximum extent permissible under applicable laws, (a) the Company Entities and the Sponsors assume no responsibility and shall not be held liable for any damages, losses, injuries, inconvenience, or any other liabilities of any nature whatsoever arising in connection with the fulfilment of any Prize; and (b) Participant hereby releases the Company, the Company Entities from any and all liability arising out of any personal injuries, property loss or damage, arising out of the Prize offered under this Contest, whether directly or indirectly, by reason of the acceptance, or participation in the Contest to the Participant/ Winner (if applicable).
14. In case Participant(s) and/or Winner fails to produce any documents required by Company for the purpose of verification of compliance with these Terms and Conditions, such Participant(s) and/or Winner shall stand disqualified without any liability to Company.
15. There is no cash alternative and the Prize must be taken as offered. The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or any other prize. Participant(s) acknowledge that Company may be dependent on third parties to make available specified Prize to Winner, and that Company shall be within its rights to replace / substitute the Prize with any other award (including merchandize) selected by the Company in case the Company are unable to make available specified Prize to the Winner.
16. Any prize/ gratification(s) that will be made available by the Company will be purely on a reasonable effort basis.
17. To enable participation of a Participant(s) and/or to make the Prize/Gratification available to the Winner, information will be collected by the Company to enable the Company to administer and promote this Contest and to contact the Winner. If Participant(s) do not truthfully provide all requested information, the Company may determine that such Participant(s) are not eligible to win the Prize/Gratification in this Contest.
18. The Participant(s) hereby agree(s) and confirm(s) that mere announcement/declaration of being selected as a Participant(s) will not entitle the Participant(s) to the Prize/Gratification.
19. Participant(s) agree that no clarifications on the questions and the answers of / for in the Contest shall be entertained by the Company.
20. All entries, including copyright and all other intellectual property rights therein, shall become the sole and exclusive property of the Company. By submitting their entries and disclosing information, Participant(s) and/or Winner(s) agrees to assign all such rights to the Company and identified Contest partners.
21. Prize does not include costs / expenses/ refunds/ taxes on the Prize that are personal in nature, and that such costs / expenses / taxes shall be borne solely by the Winner(s) themselves. The Winner(s) understands and acknowledges that under no circumstance will any costs, expenses, fees, amounts, taxes, refunds etc. be reimbursed to the Winner(s) by the Company. Further, all decisions of the Company shall be final, and binding and the Winner(s) agrees to abide by the same.

### **(V) CONSENT FOR PROCURING PERSONAL INFORMATION**

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1. In connection with participating in the Contest organized by Company You hereby provide Your consent for collection, storage, use, transfer and retention by Company Entities of Your personal information and sensitive personal data or information as defined under applicable laws, as may be amended from time to time (collectively, “**Personal Information**”), including but not limited to, information in relation to Your participation in the Contest, information including Personal Information and data provided by You and/or gathered under, or pursuant to this Contest by Company such as Your phone number, address, email address etc., which Personal Information is subject to Company’s Privacy Policy, which You have read and understood. Additionally, You agree and acknowledge the following and consent to all of the below:
  - a) Your Personal Information (including but not limited to Your name, age, Your username, location/city, email ID, phone number and address) may be collected by any or all of the Company Entities pursuant to the Contest Terms, in connection with the Contest. You hereby also agree that it may be/become necessary for Company Entities to collect the Personal Information in connection with Your participation in the Contest and for the uses set out below. Your refusal to provide Company with certain information would entitle Company to disqualify You from participation in the Contest.
  - b) Your Personal Information will be used, collected, disclosed, transferred, retained by Company only for the Contest, including for the purposes of administration of the Contest and for promotional/gratification purposes around the Contest and for no other purpose.
  - c) Your Personal Information may be used for purposes in connection with and related to the Contest including in relation to Your participation in the contest and administering the Contest. Your Personal Information may be used by Company Entities in various formats and media, including television, digital, social media, print for marketing and promotional activities in respect of the Contest.
  - d) Company has informed You of Your rights to: (i) review Your Personal Information for deficiencies and inaccuracies, and request Company to amend the Personal Information, to the extent deemed feasible by Company; and (ii) withdraw the consent provided hereunder. Provided that Company Entities shall not be liable for any collection, storage, use, transfer or disclosure of Personal Information prior to such withdrawal of consent or request for amendment of Personal Information. Additionally, upon any such withdrawal of consent or request to review and amend Your Personal Information, Company shall be entitled to disqualify Your Entry and/or participation in the Contest, as deemed fit and necessary by Company at its sole discretion.
  - e) All Your Personal Information is true, correct and complete in all respects, and in no circumstances will Company be liable for either the authenticity of the Personal Information or any inaccuracies or deficiencies in Your Personal Information.
  - f) Company has provided You with the option to opt out of providing Your Personal Information.
  - g) You agree and acknowledge that such Company may be shared by Company Entities with law enforcement agencies and/or other applicable authorities for compliance with legal obligations. You hereby agree to abide by the Contest Terms.
2. Participant(s)/Winner(s) agrees and acknowledges that Information might be shared with the third-party entities in relation to claiming the Prize/Gratification. The collection and use of this Personal Information shared with them will be governed by the third party’s privacy policy and Company shall in no way be held responsible for any aspect of the third party’s services.

### (VI) ADDITIONAL TERMS:

1. The Winner shall also be required to comply with additional requirements as may be published, displayed and/or communicated by Company, from time to time.
2. Company reserves all rights to make amendments to the existing Contest Terms including without limitation change in the rules and structure, any element of the Content, the number of winners, nature of the prize, dates and timelines for the Contest etc., or to reschedule, cancel, terminate or withdraw the Contest upon giving prior



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notice. Any such change may be updated on the Contest Website. It shall be the sole responsibility of the Participant(s) to check any revisions to the Contest Terms on the Contest Website.

3. Nothing contained herein or otherwise imposes an obligation on Company to run the Contest, declare winners and/or distribute the Prize. Further, Company reserves the rights to terminate or temporarily suspend the Contest at any time, with or without notice, for any reason whatsoever.
4. In the event that Company is of the opinion none of the Participants are eligible to be selected as a Winner, then Company may exercise its discretion not to select any Winner.
5. The Participants and/or Winner will, at all times, engage in conduct with due regard to social conventions and public morals and will not commit any act which could bring the Company Entities into public disrepute or reflect unfavourably on any such parties.
6. The Participant(s) and/or the Winner hereby acknowledge and agree that the relationship between the Participant(s) and/or the Winner and Company is not a confidential, fiduciary, or other special relationship. Nothing herein shall be deemed to create a partnership, agency or an employer-employee relationship between the Participant and Company.
7. The Participant(s) and/or the Winner hereby agree to be bound by the Contest Terms and/or by any subsequent revisions of the Contest Terms (“**Revised Terms**”). Company reserves the right to amend, add and/or delete any of the terms at its sole and absolute discretion without further notice. The Revised Terms (if any) shall supersede all prior Contest Terms.
8. All Entries shall become the property of Company and/or the Company Entities. By entering the Contest, the Participant(s) and/or the Winner grant the Company and Company Entities unlimited use of their names, social media handles, address, voice, photographs, statements and/or likeness including the Entry in any and all media without remuneration throughout the world in perpetuity for the purpose of publicity and/or advertising.
9. For the sake of clarity, all rights, title and interest in Entry shall vest with Company and may be utilized by Company at a later point in time, at its sole discretion. The Participant(s) and/or the Winner hereby irrevocably, perpetually and for the entire world, assign all rights, title and interest including rights in any intellectual property vested in the Entry to Company including but not limited to the right to make any derivatives, adaptation, rights in any form of exploitation etc.
10. Except as expressly provided herein, all ancillary costs associated with the receipt or use of the Prize, whether direct and/or indirect, including without limitation charges, expenses, taxes, costs, etc. are the sole responsibility of the selected Winner.
11. In consideration of mutual covenants and promises between the Winner and the Company, Winner agrees, represents and warrants that all Intellectual Property Rights in and to the Works shall remain the exclusive property of the Company from the moment they arise, for the entire period of their subsistence, in every part of the world. To the extent, that the Intellectual Property Rights or any rights, title and interest in the Works, do not vest with the Company, by operation of law, the Winner on an outright basis hereby irrevocably, exclusively, perpetually and for the entire world assigns and transfers all Intellectual Property Rights vested in the Works including rights in any Exploitation thereof to the Company. To the extent that the assignment of rights, title and interest in the Intellectual Property in and to the Works in relation to future medium or mode of exploitation of the Works is not held valid by operation of law, notwithstanding the assignment of such rights in favour of the Company, the Winner hereby grants an irrevocable, exclusive, sub-licensable, perpetual license to the Company for such future medium or mode of exploitation of the Intellectual Property Rights in and to the Works as may be developed in the future, for the entire world. Notwithstanding the above, the Winner hereby agrees that the Winner shall not assign or in any other manner transfer rights including the Intellectual



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Property Rights in and to the Works for such means and modes of exploitation of the Works which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to the Company without offering for assignment such modes or means of exploitation of the rights including Intellectual Property Rights in and to the Works for the entire world and perpetuity to the Company. The Winner agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of exploitation of the Intellectual Property in and to the Works to any third party in breach of the obligation herein, anywhere in the world shall be null and void. Further, the Company may Exploit the rights including the Intellectual Property Rights in and to the Works at any time it chooses, it is expressly agreed by the Participant(s) that the rights granted hereunder shall not be subject to any reversion, including for purposes of non-exploitation of the Footage/ Works for a period of one (1) year from the date of its creation. Winner agrees and acknowledges that the grant of rights herein or the use of the Works by the Company does not entitle the Winner to receive any prize (including the Prize hereunder), gratification, compensation, monetary or otherwise from Company under any circumstances whatsoever.

12. The Winner agrees and acknowledges that the Company shall have the sole and exclusive right to edit, alter, modify and or use any pictures / videos (“**Footage or Works**”) taken at any point during the Contest in any manner whatsoever it may deem fit and necessary at its sole discretion.
13. Company reserves all control in respect of the utilization and exploitation of the Footage/ Works. The Winner hereby perpetually, irrevocably, and throughout the universe waive to the maximum extent permitted under law (a) all so-called “moral rights” or “droit moral” rights and any similar or analogous rights; and (b) any right to royalties or other compensation arising from or related to the use of the Footage/ Works; (c) any right of action against Company and/or any other party arising from or based upon any use or Exploitation of the Footage/ Works; (d) any and all the right to restrain/ attempt to restrain or seek any injunctive relief against Company, its assignees/exhibitors in relation to the distribution, promotion, advertisement or exploitation of the Footage, and/or Works. The Company are not obligated to broadcast, exploit, distribute, utilise the Footage/ Works, or parts thereof in any manner whatsoever. To the fullest extent permitted by applicable law, the Winner hereby waive all claims against Company, and any of its assignees/exhibitors in relation to the distribution, promotion, advertisement or exploitation of the Footage, and/or Works, and/or Contest, for any indirect, special, incidental, punitive, and consequential damages in relation to the foregoing.
14. By providing any Personal Information to Company and/or entering the Contest, each Participant thereby waives their privacy rights and/or any privacy expectations they have with respect to the use of their likeness or personal information furnished to Company. If a Participant does not wish to have their information and/or likeness viewed by or disclosed to others, they should not enter the Contest.
15. Participants agree to not host, display, upload, modify, publish, transmit, update or share any information that belongs to another person and to which the user does not have any right to, infringes any patent, trademark, copyright or other proprietary rights, impersonates another person, is invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging and/or violates any law for the time being in force,
16. The Company Entities will not be liable to You for delay or failure to perform its obligations set out hereunder caused by an event of natural disaster, acts of God, riots, terrorism, or such other event that is beyond the reasonable control of the party (“**Force Majeure Event**”). The Winner agrees that if due to any reason, whatsoever, beyond the control of the Company Entities the Prize and/or anything in connection to the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, the Company Entities cannot be held responsible and/or liable for the same.
17. Company is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, illness, infection, death, mental trauma caused to the Participant(s) and/or the Winner in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or Prize.

## TERMS AND CONDITIONS FOR THE CONTEST “Star Plus Ganpati Utsav”

18. If any provision of these Terms and Conditions are unenforceable or invalid under applicable laws, the said provision shall be modified to the extent necessary, and in any event, the remaining provisions will continue to be valid and enforceable.
19. The Winner shall undertake, any and all acts and execute any and all documents in such manner as may be required by Company in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to Company failing which their selection shall be forfeited.
20. The Participant(s) and/or the Winner shall fully indemnify, defend and hold harmless and keep indemnified, Company, the Company Entities and the Sponsors (collectively the “**Indemnified Persons**”) from and against any and all losses, claims, actions, damages, liabilities, penalties, costs and expenses, (including without limitation reasonable attorneys’ fees and court fees) (collectively “**Losses**”), that the Indemnified Person may incur or suffer or likely to incur or suffer as a result of or arising out of any (i) breach of any terms hereunder; (ii) wilful misconduct or negligent acts or omissions; and/or (iii) any claims by any third party for any losses, damages, costs, expenses, injuries suffered by such third party, arising out of or in relation to the Participant(s) and/or the Winner during the Contest and/or enjoyment of the Prize. Under no circumstances will the Company and/or Company Entities and/or the Sponsors be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise. Further, Company shall under no circumstances be liable to any third-party platform, including any social media platforms for any reason whatsoever.
21. By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner have waived their right to raise any dispute with regard to the Contest and/or the Prize and/or any decision of Company, in any manner whatsoever, to the maximum extent permissible by applicable law.
22. The Contest shall be governed by and construed in accordance with the applicable laws of the United Arab Emirates. All matters with respect to the Contest are subject to the exclusive jurisdiction of the courts at Dubai.
23. To the fullest extent permitted by law, Company including its affiliates, and each of their respective officers, directors, employees, third party service providers, and agents disclaim all warranties, express or implied, in connection with the Contest. Company makes no warranties or representations about the accuracy or completeness of content advertised by the Sponsors or the content of any websites linked to Company and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies on Company, (ii) personal injury or property damage, of any nature whatsoever, resulting from the Participant’s participation in the Contest; and/or (iii) 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 by Company, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Participant is advised of the possibility of such damages. The foregoing shall apply to the fullest extent permitted by law in the applicable jurisdiction.
24. Limitations of Liability: By entering the contest, each Participant acknowledges and agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and associated with entering the Contest (if any). Notwithstanding the foregoing, under no circumstances will the Company and/or the Company Entities be liable for any consequential, indirect, special punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise. The Participant’s participation in the Contest shall be at the Participant’s sole risk. The Participant acknowledges that the representations and warranties, indemnities, limitation of liability, governing law, dispute resolution, warranty disclaimer shall survive the efflux of time.
25. Any complains and/or questions in relation to the Contest and/or these Contest Terms should be sent to Company in writing and in English and to be sent to:

## **TERMS AND CONDITIONS FOR THE CONTEST “Star Plus Ganpati Utsav”**

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I HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION I HAVE PROVIDED / SUBMITTED HEREIN IS TRUE AND CORRECT AND I FURTHER AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS, THE PRIVACY POLICY FOR MY APPLICATION/PARTICIPATION AND I HEREBY CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY ORGANIZER, IT'S AFFILIATES, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT ABOVE.