TERMS AND CONDITIONS

The following terms and conditions ('Terms') shall be binding on all participants (each a 'Participant' or 'You') who voluntarily agrees to participate in the contest titled "Star Pravah Kon Banel Nasheebvan Watch and Win Contest" ('Contest') hosted by Jiostar India Private Limited (Formerly known as Star India Private Limited) ("Jiostar") for the promotion of the program titled 'Nasheebvan' in Marathi language ("Program") airing on the channel 'Star Pravah' SD and HD ("Channel"). The Contest will be conducted on the Channel.

The Contest invites the Participant to participate in the Contest by following the mechanism detailed herein and follow all required mandates herein below for the Contest Period (*defined below*). The Contest shall be governed by the Terms and all the Participants in the Contest shall unconditionally accept and agree to comply with and abide by the same. If You do not agree to be bound or cannot comply with any of the Terms, please do not continue. Your failure to accept or comply with the provisions of these Terms will disqualify You from participating in the Contest. The decisions of Jiostar for all matters relating to the Contest shall be final and binding in all respects.

The Contest shall commence on September 15, 2025 from 9.00pm IST onwards, and end at 10.00 pm IST on September 19, 2025 and/or till any other time, based on the sole discretion of Jiostar ("Contest Period").

Jiostar reserves the right to revise these Terms at any time without prior notice to the Participant. The revised Terms, if applicable, will be effective immediately upon uploading the same on Website (defined below), unless otherwise mentioned. The Participant is encouraged to re-visit the Website to stay abreast of any changes that may be introduced. Your continued participation in the Contest shall be deemed acceptance of such Terms. You acknowledge that no knowledge of the revisions made shall not be a defence in any proceeding with regard to the Contest.

Any information gathered through this Terms and Conditions (defined below) shall be subject to Jiostar's Policy (defined below) incorporated herein by reference.

To participate in the Contest, You hereby agree and understand that Jiostar will have access to and collect information and data shared by the Participant, including their personal information. such as name, contact number, email ID, residential address, Aadhar Card/identity proof and/or other personal information ("Personal Information"). By participating in the Contest, the Participant hereby consent to the collection, receipt, storage, disclosure, processing, transfer, use, retention, sharing of the Personal Information by Jiostar, its affiliates, and designated third parties in accordance with the terms of its Policy.

Any information gathered through these Terms shall be subject to the terms and conditions as available at https://www.jiostar.com/legal-terms-policies/ ("Website"), Jiostar's terms and policy available at https://www.jiostar.com//legal-terms-policies/#ctc ("Policy"). By participating in the Contest, it is deemed that You have read, understood, accepted and agreed to unconditionally abide with and be bound by all the terms and conditions of the Contest including these Terms and Policy. Your act of participating in the Contest shall be deemed to be your absolute agreement to the Terms and Policy of Jiostar, as prescribed from time to time (hereinafter collectively referred to as "Terms and Conditions"). If You do not agree to be bound or cannot comply with any of the Terms and Conditions, please do not continue. Your failure to agree to these General or Principal Rules (as stated herein below) or the Policy will disqualify Your participation in the Contest. The Contest shall be governed by the Terms and Conditions and all the Participants in the Contest shall unconditionally accept and agree to comply with and abide by the same. The decision of Jiostar for all matters relating to your participation shall be final and binding in all respects.

The Terms and Conditions shall govern all usage of any Personal Information and/or any other information as detailed in the Terms and Conditions, including but not limited to the mobile phone number and/or any information in relation to Your participation in the Contest gathered under or pursuant to this Contest by Jiostar (if any).

I. Principal Rules

1. To participate in the Contest, the Participant(s) shall satisfy the eligibility criteria and follow the procedure as detailed below. Participant(s) who do not comply with the following criteria should not participate on the Contest.

- i. Participant(s) must be citizen and resident of Maharashtra, India or Goa, India, and of 18 (eighteen) years of age or above at the start date of the Contest Period.
- ii. The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.
- iii. Employees of and/or consultants of and/or persons hired on contract by Jiostar and/or its affiliates and the members of their immediate family member(s) are ineligible from participating in the Contest.
- iv. All Participant(s) must have a valid mobile number registered under their name to be eligible to participate in the Contest.
- v. The Participant(s) should abide by all the applicable laws at all times.
- 2. Jiostar shall announce the Contest via promos on the Channel and other channels of Jiostar, newspaper ads, radio, outdoor and digital platforms of the Channel (Facebook, X, and Instagram) or through any other medium of exploitation which shall be at the sole discretion of Jiostar.
- 3. Jiostar reserves all rights to make amendments to the Contest Period or such other terms and conditions stated herein, without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions for the Contest on the Channel and /or the Website, from time to time. Jiostar also reserves the right to cancel and/or postpone the Contest without any prior intimation to the Participant(s).
- 4. Jiostar invites all the interested Participant(s) to answer 1 (one) question regarding the Program correctly each day of the Contest Period, which will be displayed on the Channel from 9.00 pm IST to 8.59 pm IST each day during the Contest Period ("Question"). It is further clarified that the Contest shall be triggered only during 9.00 pm to 8.59 pm IST for each day's Contest during the Contest Period and no other timeslots. For the purposes of this Terms and Conditions, it is clarified that each day of the Contest Period, a Question with different Answer (defined below) options shall be displayed on the Channel from 9.00 pm to 8.59 pm IST along with the mechanism for every Participant to participate in the Contest. The lines will remain open for each Question only during the aforesaid duration during the Contest Period.
- 5. To participate in the Contest and to be eligible for the Prize (defined below), the interested Participant(s) shall be required to correctly answer the Question during the Contest Period, by sending SMS in the following format: "A/B/C/D to 9022390000 ("Answer"). It is clarified that the SMS should contain the options <A/B/C/D> for the Question. If the Participant(s) provides an incorrect Answer(s) then their Entry (defined below) shall be considered incomplete, and the Participant(s) shall not be eligible for the Prize. Answer(s)/Entry(s) received by Jiostar after the Contest Period will not be considered and shall be deemed null and void without requirement of any further intimation by Jiostar. It is further clarified that SMS sent by the Participant to an incorrect number or without the requisite characters or correct alphabets in the order specified or SMS sent after the Contest Period will be deemed invalid and entry of such Participant will be disqualified. For purposes of this Contest, "receipt" of Answer(s) occurs when the mobile/network operator records the Answer information upon the Participant(s) sending the SMS and the Participant(s) receiving a thank you message stating "धन्यवाद…!! या स्पर्धेचा / कॉन्टेस्ट चा भाग्यवान विजेता कोण होणार हे जाणून घेण्यासाठी स्टार प्रवाह आणि आमचे सोशल मिडिया प्लॅटफॉर्म नक्की पाहत रहा. नियम आणि अटी लागू". Any automated receipt confirmation does not constitute proof of actual receipt. Providing the correct Answer of the Question of the Contest during the Contest Period by the Participant(s) through SMS shall be considered as a complete and valid entry ("Entry"). For the avoidance of doubt, by submitting the Entry and /or Answer(s) the Participant(s) is representing that the Entry(s) and /or Answer(s) or contents thereof are not confidential or comprise any sensitive Personal Information. It is clarified that each Participant(s) shall be permitted to submit /provide Answer(s) only 1 (one) time through SMS for the Question each day during the Contest Period. If the Participant submits more than 01 (one) SMS/Entry on each day during the Contest Period, then such submission of Answer(s) Entry shall be invalid and only the first valid Entry registered with Jiostar will be taken into consideration. Answer/s Entries (i.e. SMS) received after the Contest Period for the Question of the Contest shall be considered null and void.

- 6. Non-conformance by the Participant(s) to any and all the Terms and Conditions herein or as set by Jiostar from time to time will make such Participant's participation null and void.
- 7. This Contest is subject to the guidelines /directions issued by TRAI and any other statutory authority from time to time.
- 8. It is clarified that any and all costs incurred by the Participant(s) to participate in the Contest including but not limited to sending Answers shall be solely borne by the Participant(s) without any recourse to Jiostar.
- 9. In case of telecom, network failure and/or any other reason, Jiostar reserves the right to change the mechanism or take such necessary steps as it may deem fit.
- 10. Upon the Participant(s) sending in their Entry to the Question, the mobile number from which the Participant(s) have answered the Question would get registered. It is understood by the Participant that to be eligible for the Prize they shall be required to submit their Entry/ Answer for the Question from their own mobile number only, failing which they shall be considered ineligible to contest for the Prize.
- 11. It shall be deemed that the person in whose name the mobile number is registered (from which the SMS is sent) shall be construed to have sent the Answers/Entry(ies) for the Contest.
- 12. Jiostar and/or the Channel shall not be responsible for the cost of SMS charged by the respective network provider(s) shall be solely borne by the Participant(s) alone.
- 13. It is clarified that the Question shall have only 1 (one) correct answer and to qualify to win the Prize, the Participant shall be required to provide the correct Answer(s) to the Question triggered during the Contest Period.
- 14. Jiostar and/or the Channel reserves the right to disqualify any Participant(s) from participating in the Contest without assigning any reason whatsoever and/or in the event the Participant is found to be in breach of any of the provisions of the Terms and Conditions. The decision of Jiostar and/or the Channel in this regard shall be binding upon the Participant(s) and the Participant(s) shall not at any time challenge and/or dispute such decision of Jiostar.
- 15. During the Contest Period, every Participant(s) on the basis of them having made a valid Entry and providing correct Answer(s) to the Question triggered each day during the Contest Period in the manner as stated hereinabove shall be shortlisted by Jiostar at its sole discretion and subsequently out of these shortlisted Participant(s), Jiostar shall by way of random selection at its discretion, from the aforementioned shortlisted Participant(s) select and declare 1 (one) winner ("Winner"). For the entire Contest Period, the total number of Winner shall not exceed 1 (one) and such Winner shall receive a gold modak of 10 (ten) grams, hereinafter collectively referred to as ("Prize") It is further clarified that Jiostar shall at its sole discretion select the Winner and allocate the Prize to the selected Winner by way of a random selection based on the criterion mentioned herein. The Winner shall be declared within 10 (ten) days from the end of the Contest Period via Channel's social media account.
- 16. Jiostar shall contact the Winner for informing them of the date/time at which the Prize may be delivered to the Winner or personally collected by the Winner from a designated venue located in Mumbai, India, at the discretion of and as pre-informed by Jiostar. The Winner shall be announced on the Channel's social media platform or any other medium as Jiostar may deem fit and necessary, at its sole discretion. For the sake of clarity, mere participation in the Contest does not entitle the Participant(s) to win the Prize. Only the Participant(s) having made a valid Entry(s) and providing the correct Answer(s) during the Contest Period shall be entitled to the Prize. It is further clarified that save and except the Prize stated hereinabove, the Participant(s)/ Winner shall not be entitled to any other form of gratification (monetary or otherwise). Entry(ies) sent after the Contest Period will not be considered for the Contest and shall be deemed null and void.

- 17. The Winner shall be contacted by Jiostar on the mobile/ phone number through which Entry had been submitted to Jiostar informing them that they have been selected as the Winner of the Contest. The Winner shall be required to submit to Jiostar scanned copies of the applicable documents as required by Jiostar for their age proof and address proof which shall be a valid pan card copy, aadhar card copy, driver's license, last two months bill for the mobile number registered with Jiostar (from which the Participant has submitted their Entry in the Contest) ("Winner's Documents"). The Winner shall be required to submit the Winner's Documents to Jiostar within 24 (twenty-four) hours from the date of the telephonic communication received from Jiostar by the Winner.
- 18. Jiostar and/or its representatives shall make a maximum of 2 (two) attempts (maximum one attempt per day for 2 (two) consecutive days) to reach the Winner on the mobile number as shall be registered with Jiostar. In the event the mobile number is engaged or lines on the route are busy, or it is ringing but there is no answer, Jiostar shall make maximum 1 (one) attempt to call the Winner. In case any the Winner is unavailable on all the attempts, the selection of that Winner shall be invalidated, and Jiostar shall at its sole discretion select another winner as the Winner from amongst the Participant(s) who have made valid Entry during the Contest Period. For the avoidance of doubt such choice of new Winner by Jiostar shall be final and binding. Jiostar shall not be responsible if any of the Winner is not available on the mobile number provided by them and as a result of which, the Winner loses its chance to the Prize and such decision shall be final and binding.
- 19. In the event the said Winner fails to adhere to the instructions of Jiostar and/or fails to submit all the requisite identification documents as more particularly mentioned herein, then their selection shall be invalidated, and Jiostar shall not be liable to that Winner in any manner whatsoever.
- 20. Jiostar and/or the Channel reserves the right to decide the Winner of the Contest at its sole discretion.
- 21. It is hereby clarified that Jiostar shall have a discretionary right to postpone/ cancel/change the Prize and/or destination of the Prize of reasons of unavoidable circumstances.
- 22. The Prize is non-transferrable and non-exchangeable. For the purpose of clarity, no cash equivalent or alternative prize shall be given to the Winner and the Winner cannot exchange the Prize for a gift of equivalent value. Further, the Prize won is personal to the Winner and the Winner cannot transfer the Prize to any other person.
- 23. Any and all taxes and/or levies applicable under the laws of India shall be borne by the Winner in relation to the Prize.
- 24. The decision of Jiostar and/or the Channel shall be final and binding on all the Participant(s) and by participating in the Contest, it shall be construed that the Participant(s) has waived its right to raise any dispute against any decision made by Jiostar and/or the Channel.
- 25. By participating in the Contest, it shall be construed that the Participant and Winner have waived their right to raise any dispute in connection to the Contest and/or the selection procedure and/or the details of the Winner and/or the Prize and/or any decision of Jiostar, in any manner whatsoever.
- 26. The final selection of the Winner shall be made by Jiostar and shall be final and binding on the entire Participant(s)/ Winner and in no event shall the Participant(s)/ Winner dispute the decision made by Jiostar or its employees in connection to the Entry/Answer and /or the Contest. For the sake of clarity, in the event of any fault, misunderstanding or dispute concerning any part of the Contest and/or the selection process to qualify for the Contest, the decision of Jiostar shall be final and binding.
- 27. The Participant/ Winner shall not in any circumstances make any claims against Jiostar entities arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to the Participant(s)/ Winner's participation or non-participation in the Contest or any related activity. If the Participant/ Winner are found to be ineligible, or if he or she has not complied with these Terms and Conditions, the corresponding Entries will be disqualified.

- 28. The Participants/ Winner(s) shall at all times comply and ensure that their participation adheres to the applicable laws in force in the territory of India, the Terms and Conditions.
- 29. Jiostar reserves the right to disqualify any Participant(s)/ Winner(s) from participating in the Contest if their conduct is found to not be in concurrence with and/or in breach of the Terms and Conditions set out herein or as may be revised by Jiostar from time to time. Jiostar reserves the absolute right and discretion to reject any Entry/ Answer or any part thereof at any stage of the Contest, including after declaring the Winners, if Jiostar:
 - (a) receives any notice or complaint relating to the Entry/ Answer not being compliant of the Terms and Conditions including alleged to be infringing any form of rights including rights in any form of intellectual property of any third party;
 - (b) determines at its sole discretion that the Entry / Answer is *inter alia*, belongs to another person and to which the Participant does not have any right to; blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libelous and/or is contrary to any law in force; is grossly harmful, harassing, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in any way; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

The decision of Jiostar in this regard shall be final and binding upon the Participant(s), and the Participant shall not at any time challenge and/or dispute such decision of Jiostar.

- 30. The decision of Jiostar in this regard shall be final and binding upon the Participant(s)/ Winner. The Winner and /or Participant(s) shall not in any circumstances make any claims against Jiostar entities arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to the Participant(s)/ Winner's participation or non-participation in the Contest or any related activity. If the Participant/ Winners are found to be ineligible, or if he or she has not complied with any of these Terms and Conditions, the corresponding Entries will be disqualified.
- 31. In consideration of the participation in the Contest, Participant(s)/ Winner hereby irrevocably, exclusively and perpetually assigns all rights, titles and interest in and to the text or any parts thereof submitted with the Entry and/or the Answer, during or pursuant to the Contest, including rights in any forms of intellectual property including but not limited to right to use, add, alter, translate, adapt any Entry made including but not limited to for use of the same on the world wide web (internet), publication, communication to the public in any other form of media for the entire world to Jiostar. To the extent, the above assignment is not held valid by operation of law, the Participant(s)/ Winner in consideration of participating in the Contest, hereby also grants an exclusive, perpetual, sub licensable license to Jiostar for use in the entire world in any media and form as Jiostar may deem fit, of the texts, Entry or any parts thereof submitted during the Contest to Jiostar including right to use, add, alter, translate, adapt any Entry made including but not limited to for use of the same on the world wide web (Internet), publications, communication to the public in any other form of media. The Participant(s)/ Winner waives any so called moral rights in the Entry.
- 32. Neither Jiostar and/or Channel nor its employees have given a guarantee regarding the quality of the Prize, and the Winner agrees not to hold Jiostar and/or the Channel and its employees, responsible with regards thereof.
- 33. By participating in the Contest, it is construed that the Participant(s)/ Winner has read and understood these Principal Rules including the General Rules stated below and has agreed to abide by the same.

34. Any and all incidental costs direct and/or indirect, in relation to the Contest, shall be borne by the Participant(s) and in no manner whatsoever shall the Channel/Jiostar, be responsible for the same.

II. GENERAL RULES

- 1. Jiostar reserves all rights to make amendments to the existing Terms and Conditions and/or withdraw/suspend the Contest without any recourse and/or liability to any/ all of the Participant(s) whatsoever and without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions of the Contest and the Policy. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, X, AND/OR INSTAGRAM.
- 2. In the event of any fault, misunderstanding or dispute concerning any part of the Contest, the decision of Jiostar shall be final.
- 3. The Participant(s) interested in participating in the Contest must be above the age of 18 (eighteen) years and a resident of Maharashta, India and Goa, India. The Participant(s) should not have been previously convicted of any criminal offense or must not be a party to an arrangement or a contract that prevents them from participating in the Contest.
- 4. Proof of age, if requested, of the Participant(s) must be submitted to Jiostar (i.e., school leaving certificate/ school transfer certificate/ college leaving certificate/ college transfer certificate/ passport/ an affidavit signed by a magistrate and attested in such manner) as may be required by Jiostar to confirm the eligibility of the Participant(s). Jiostar also reserves the right to disqualify a Participant(s)/ Winner in case a discrepancy is found to exist in the information furnished/ provided/ stated by the Participant(s)/ Winner at any point of time.
- 5. The Participant(s)/ Winner represent and undertake to execute and produce such further documents as may be required by Jiostar in relation to the Contest.
- 6. Participant(s) agree, understand and acknowledge that there is no prize/gratification for merely sending Entry in the Contest.
- 7. Participant(s)/Winner consent to the use of information submitted by the Participant(s)/ Winner including the Entry(s)/ Answer(s) for the purpose as set out in these Terms and Conditions.
- 8. Jiostar may at its sole discretion extend or curtail the period of the Contest or may suspend or abandon the same at any time without any prior notice of the same. Jiostar reserves the right to cancel and/or reschedule the Contest and/or extend or alter the Contest Period without assigning any reasons and/or without giving any prior intimation to the Participant(s). Such decision shall be final and binding on the Participant(s) and to the extent permissible in law the same shall not be disputed and/or challenged in a court of law by the Participant(s).
- 9. In case a Participant(s)/ Winner is found to be in non-conformance of the Terms and Conditions, then Jiostar will disqualify the Entry/ Answer received from such Participant(s)/ Winner(s).
- In case of any telecom and /or network failure, unclear network, disruption in the network, and /or technical failure in submitting and/ or providing the Entry/ Answer and/or for any reasons whatsoever, Jiostar reserves the right at its sole discretion to change the SMS mechanism for submitting the Entry/ Answer and /or cease from accepting Entry/ Answer of the Participant(s)/ Winner during the Contest Period in any manner it deems fit and necessary. In addition, Jiostar shall not be liable and /or responsible in any manner whatsoever in the event of any malfunction/fault /failure in the SMS mechanism for submitting the Entry/ Answer including without limitation system failure in the mechanism of recording SMS due to any reason whatsoever including technical disruption/phone lines being open / a default in sending out the SMS alert to the Participant(s) upon sending the Entry/ Answer / close or default / failure/ any other difficulties of such nature due to which the Participant(s) is unable to participate or record its Entry/ Answer/ failure to logging on automatic acceptance of SMS stated in these Terms and Conditions and /or informed on the social media pages/

accounts of the Channel due to technical /technological restrictions and /or due to reasons /events/incidents beyond the commercially reasonable control of Jiostar.

- 11. To the extent permissible in law, Participant(s) shall not in any circumstances make any claims against Jiostar, Channel, their employees, directors or its affiliates arising out of or relating to any and all costs, injuries, losses or damages of any kind that may be suffered, including, without limitation due to any technical faults in the network and/ or connections or directly or indirectly due to or relating to their participation or non-participation in the SMS mechanism. If the Participant(s) is found to be ineligible, or if they have not complied with these Terms and Conditions, the corresponding Entry(s) will be disqualified.
- 12. For the avoidance of doubt, by participating in the Contest, the Participant(s) is representing that its participation is not confidential or comprise any sensitive personal information. For the purposes of these Terms, "Sensitive Personal Information" shall bear the meaning ascribed to it under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and shall include information relating to password; financial information such as Bank account or credit card or debit card or other payment instrument details; physical, physiological and mental health condition; sexual orientation; medical records and history; biometric information. For the purposes of these Terms, the term "confidential information" shall mean any and all information which may be of a confidential nature to the Participant(s) and/or to a third party and the Participant is not authorized by such third party to reveal such information. For the avoidance of doubt, all information provided by the Participant(s) in the course of the Contest shall be submitted to Jiostar and/or third-party engaged by Jiostar.
- 13. The Winner shall be required to submit with Jiostar and/or its representatives and/or the Channel a copy of their pan card, aadhar card, name, address, last two bills issued by the network operator as a proof that the mobile number is registered in the name of the Winner and such other documents that could be furnished as proof that the mobile number is registered in the Winner's name.
- 14. The Winner agrees to maintain complete confidentiality regarding their selection for the Prize and any matter relating thereto and shall not disclose any information pertaining to the Prize or the Contest which is disclosed to the Winner and which is not available to public in general, to any person or media etc. without the consent of Jiostar. In case the Winner breaches this condition, it shall be liable to be disqualification/rejection and shall not be eligible for the Prize.
- 15. The Prize cannot be transferred, negotiated, refunded, or exchanged for money by the Participant(s)/ Winner. For the sake of clarity, there shall be no other gratification. It is clarified that it is not necessary that the act of collection of the Prize will be recorded by Jiostar or will be incorporated in the Program and/or Channel or will find a mention in the Program and/or on the Channel.
- 16. Jiostar shall not be responsible to pay for any cost, expenses, taxes, duties, charges, license fees, royalties, insurance and/or levies applicable under the laws of India, except as specified herein, and if applicable, Winner agrees that the same shall be solely borne by the Winner.
- 17. Jiostar shall not be responsible for any Entry(s)/Answer(s) submitted but not received due to any reason whatsoever including technical disruption and/or failure and/or any other difficulties of such nature.
- 18. Jiostar reserves the right to forfeit the Prize in the event it is found by Jiostar or it has a reason to believe that any information provided by the Winner including Personal Information is wrong, incorrect, fraudulent or misleading. Jiostar shall have the right to declare another Participant(s) (on a random basis on the criterion mentioned herein) as the Winner of the Contest, at its sole discretion and transfer the Prize to such person. Such decision of Jiostar shall be final and binding.
- 19. The Winner agrees that if due to any reason, whatsoever, beyond the control of Jiostar the Prize and/or the benefit in connection thereto becomes ineffective, invalid or unavailable (e.g. cancellation/postponement of the Contest), Jiostar shall not be held responsible and/or liable for the same.

- 20. Jiostar makes no representation and/or warranty regarding the Prize other than those given in these Terms and Conditions and hereby expressly disclaims all other warranties, expressed or implied.
- 21. The Winner shall be solely responsible to avail the Prize at the time of delivery. The Winner agrees that it shall not hold Jiostar and/or its employees, responsible for delays in delivery due to shortage of stocks from the suppliers of the Prize and/or damage during transit or any problem in connection to the Prize.
- 22. Each Participant(s) acknowledges and agrees that:
 - a) The Participant(s) has read, understood and accepted the Policy and understands and agrees that the Participant(s)' Personal Information is subject to the terms of these Terms and the Policy.
 - b) The Personal Information may be collected by Jiostar pursuant to the Terms and Conditions, in connection with the Contest and it may be necessary for Jiostar to collect the Personal Information for the Contest and the uses set out below in (c) below.
 - c) The Personal Information will be used in respect of the Contest on any platforms including channel(s) owned by Jiostar.
 - d) The Personal Information may be shared by Jiostar with any designated third parties, as deemed fit, in connection with the Contest.
 - e) The Participant has the rights to: (i) review their Personal Information for deficiencies and inaccuracies, and request Jiostar to correct or amend the Personal Information, to the extent deemed feasible by Jiostar; and (ii) withdraw the consent provided under these Terms. Provided that Jiostar shall not be liable for any collection, receipt, storage, use, transfer or disclosure of Personal Information prior to such withdrawal of consent or request for correction or amendment of Personal Information. Additionally, upon any such withdrawal of consent or request to review and correct or amend the Participant's Personal Information, Jiostar shall be entitled to disqualify the Participant's participation in the Contest, as deemed fit and necessary by Jiostar at its sole discretion.
 - All the Personal Information submitted by the Participant is true, correct and complete in all respects and in no event will Jiostar and/or its affiliates be liable for either of the authenticity of the Personal Information or any inaccuracies or deficiencies in the Personal Information. Jiostar has provided the Participant with the option to opt out of providing the Personal Information, and the Participant has not exercised such option.
- 23. The Participant(s)/Winner shall not do any act, either directly or indirectly, or publish any comments, statements on any social media or otherwise through any modes and/or mediums during or after such Contest, or otherwise, which may bring Jiostar into public disrepute.
- 24. Jiostar shall not be responsible if the Winner is not available at the telephone numbers, provided by them and as a result of which, the Winner(s) loses its chance to the Prize and such decision of Jiostar shall be final and binding.
- 25. By participating in the Contest, it shall be construed that the Participant(s) and the Winner have waived their right to raise any dispute with regard to the Contest, and /or the Prize in any manner whatsoever to the extent permissible under law.
- 26. For the sake of clarity, if the Winner refuses to accept the Prize awarded, Jiostar shall be released from all obligations towards the Winner in connection to the Prize won by the Winner. Further, after forfeiting the Prize, Jiostar shall be entitled to select and declare another Winner (on a random basis on the criterion mentioned herein), as it deems fit, and award the Prize, to that Winner and such decision of Jiostar shall be final and binding.
- 27. Further, Jiostar shall not be responsible or liable for any technical disruption and/or failure and/ or any other difficulties of such nature, including due to which the Winner is not reachable or any technical disruption and/or failure and/or any other difficulties of such nature, due to which Jiostar is unable to intimate the Winner.

- 28. Neither Jiostar nor its employees have given a guarantee regarding the quality of the Prize and the Winner agrees not to hold Jiostar and/or the Channel and its employees, responsible with regards thereof. It is clarified that Jiostar and/ or Channel shall not be responsible for the brand, quality, value etc. in connection to the Prize and the supplier/ manufacturer shall be solely responsible for the same.
- 29. Jiostar will not be responsible nor shall be held liable for defect in the Prize, if any and/or to supply any purchase receipt of the Prize or any other document in relation to the Prize. The Winner agrees that it shall not hold Jiostar and/or the Channel and/or their employees, responsible for delays or any problems in connection to the Prize.
- 30. Each Participant(s) in consideration of being given opportunity to participate in the Contest, agrees that the Participant(s)/Winner shall hold harmless and indemnify the main sponsor, if any, Jiostar, or any of its channels, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/losses/ death/ mental or emotional trauma suffered by the Participant(s)/Winner, in any manner whatsoever in connection with the Contest, the SMS mechanism and/or the Prize won and/or the Channel and/or any material submitted forming part of the Entry/Answer and/or any Personal Information submitted by the Participant(s)/Winner and to the extent permissible under law waives all rights to file in person through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
- 31. Jiostar is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental and/or emotional trauma caused to the Participant(s)/Winner in any manner whatsoever, in relation to the Contest.
- 32. Each Participant(s) in consideration of being given opportunity to participate in the Contest, agrees to hold harmless and indemnify Jiostar, its affiliates, its group companies, their employees, officers, directors and/or any other person (collectively "Indemnified Persons") from and against any and all claims/ actions/ liabilities/ penalties/ suit/ litigation/ injury/ damage/ harm/ loss/ costs and expenses, (including without limitation reasonable attorneys' fees and court fees), that the Indemnified Person may incur or suffer or likely to incur or suffer as a result of or arising out of (i) breach of any terms and conditions hereunder; (ii) willful misconduct or negligent acts or omissions; (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 (iv) act of the Participant(s)/Participant(s) Entry and/or the Contest including any third party rights claims with respect to the material submitted by the Participant(s).
- 33. These Terms and Conditions, and any rights and licenses granted hereunder, may not be dealt with, licensed, transferred or assigned by the Participant(s). Notwithstanding anything to the contrary contained herein, Jiostar shall, at all times, without any restriction(s) and/or prior approval(s) have the right to assign/ transfer/ license and/or in any manner part with the rights and obligations contained herein. Further, the Participant(s) in consideration of participating in the Contest, hereby grants a royalty free, non-exclusive, irrevocable, perpetual, freely sub licensable license to Jiostar for use of its participation in the entire world in any media deemed fit.
- 34. Jiostar makes no representations and/or warranties regarding the Contest, or any matter in connection therewith other than those expressly given in these Terms and Conditions and hereby expressly disclaims all other warranties, expressed or implied.
- 35. Participant(s)/Winner hereby acknowledge and agree that the relationship between the Participant(s)/Winner and Jiostar and its/their affiliated companies is not a confidential, fiduciary, or other special relationship.
- 36. The Participant(s) agrees that the participation in the Contest shall be at the Participant(s)' sole risk. To the fullest extent permitted by law, Jiostar, including its licensors, their respective affiliates, and each of their respective officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Contest. Jiostar makes no warranties or representations about the accuracy or completeness of the content on the Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies on the Website, (ii) personal injury or property damage, of any nature whatsoever, resulting from the

Participant(s)' access to and use of the Website, (iii) any unauthorized access to or use of secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Website (v) any bugs, viruses, trojan horses, or the like which may be transmitted to by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

- 37. The Participant(s)/Winner acknowledge that in case the performance of this Contest and/or availing the Prize cannot be fulfilled due to war, industrial action, flood, pandemic, epidemic, any act of God or force majeure event then such non-performance or failure shall not be deemed as a breach of these Terms and Conditions and if such inability to perform such obligation continues for a period of 5 (five) days, then Jiostar shall be at liberty and upon their sole discretion to terminate any such Prize and/or participation of a Participant(s)/Winner forthwith and such decision shall be final and binding.
- 38. The Participant(s) hereby irrevocably agree to and will maintain confidentiality in respect of any response and/or official communication that is provided to the Participant(s) from an employee or representative at Jiostar in connection with this Contest; and agree to make no public press announcements or information for publication without the explicit approval of Jiostar.
- 39. Participant(s)/Winner acknowledges that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of these Terms and Conditions, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.
- 40. Participant and Winner acknowledge that their respective representations, warranties, indemnities, grant of rights, dispute mechanism and obligations shall survive the efflux of time and the termination of these Terms and Conditions.
- 41. LIMITATIONS OF LIABILITY: BY PARTICIPATING IN 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 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 JIOSTAR AND/OR JIOSTAR ENTITIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER DIRECT OR INDIRECT, ARISING IN ANY WAY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN ANY CASE JIOSTAR'S ENTIRE LIABILITY UNDER THESE TERMS AND THE POLICY SHALL NOT EXCEED THE TOTAL MONETARY VALUE OF RUPEES HUNDRED.
- 42. The Participant undertakes that the Participant shall adhere to the policies of Jiostar as informed to the Participant from time to time. The Participant shall at all times adhere to all applicable laws in the territory, including but not limited to the applicable anti-corruption and anti-bribery laws, code of conduct. The Participant's attendance may be withdrawn or subject to limitation upon Jiostar's sole discretion.
- 43. These Terms and Conditions shall be construed and governed in accordance with the laws of India and incase of any dispute or other matter arising in reference to the Contest shall be referred to a sole arbitrator appointed by Jiostar and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai, and such arbitration shall be conducted in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participant(s) who has raised the dispute. The arbitrator's award shall be substantiated in writing and shall be binding on the Participant(s).

- 44. Subject to the provision of paragraph 43 above of the General Rules above, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Arbitration and Conciliation Act, 1996, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Mumbai, India.
- 45. The contents as detailed in this Terms and Conditions (including all the revisions and additions thereto from time to time) constitute the entire understanding and agreement between the Participant and Jiostar in this connection, and supersedes all prior understandings, if any, whether written or oral, between the Participant and Jiostar, in this connection.
- 46. The Participant hereby acknowledges that the Participant's participation in the Contest is voluntary and out of their free will and consent, without any monetary compensation whatsoever.
- 47. The Participant hereby acknowledges that the Participant has fully read and understood these Terms and Conditions voluntarily, without coercion or any undue influence of any kind whatsoever on the part of Jiostar and with complete understanding of all of the terms and conditions contained herein and shall agree to the contents of these Terms and Conditions.
- 48. In case of any queries in relation to this Contest, you can write to hello@jiostar.com. Jiostar shall endeavour to reply to the same within a reasonable time, however, no reply shall not construe to acceptance of the query raised.