

TERMS AND CONDITIONS- Best Marumagal Moment

Please read the following Terms and Conditions before participating in the Contest conducted by Star India Private Limited. By voluntarily participating, You agree to be bound by these Terms and Conditions and represent that you satisfy all of the eligibility requirements set out herein below.

The following terms and conditions govern the entire process in relation to the **“Best Marumagal Moment”** (hereinafter referred as ‘**Contest**’) and shall be binding on each participant (**“Participant”/“You”/“Your”**) residing in and a citizen of India, who voluntarily participate in the Contest hosted by JioStar India Private Limited (**“Company”**) on Instagram (hereinafter referred to as **“Platform”**) for the purpose of promotion and viewer engagement of its channel **‘Star Vijay’** (**“Channel”**).

The Privacy Policy, Terms of Use and User Generated Content are incorporated herein by reference and are simultaneously available at <https://cdn.jiostar.com/jiostar/wp-content/uploads/2025/05/PRIVACY-POLICY.pdf> (**“Website”**). By proceeding further You represent to the Company that Your participation in the Contest is in compliance with all laws applicable on You and You are not in any manner prohibited from participating herein by any law.

These Terms and Conditions shall be irrevocably binding on each of the Participant voluntarily participating in the Contest. The Privacy Policy shall govern all usage of any Personal Information (**defined below**) and/or any other information as detailed in the Privacy Policy and including but not limited to the name, email ID, phone number, name and/or any information gathered by COMPANY under or pursuant to this Contest and in relation to your participation in the same. Your act of voluntarily participating in the Contest in the manner as detailed below shall be deemed to be your absolute acceptance to the Terms and Conditions, Terms of Use, Privacy Policy and User Generated Content of COMPANY 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 accept these Terms and Conditions or the Privacy Policy or Terms of Use or User Generated Content will disqualify Your participation in the Contest. The Contest shall be governed by the Terms and Conditions stated herein below and all Participant(s) are requested herein unconditionally accept and agree to comply with and abide by the same.

COMPANY reserves the right to revise these Terms and Conditions at any time without prior notice to the Participant. The Terms and Conditions and revised terms if applicable, will be effective immediately upon uploading the same on Website unless otherwise mentioned. Your continued participation in the Contest shall be deemed acceptance of such Terms and Conditions. You acknowledge that no knowledge of the revisions made shall not be a defence in any proceeding with regard to the Contest.

The Participant by uploading and/or submitting his/her Entry on the Platform, agrees and undertakes to be unconditionally and irrevocably bound by the terms and conditions, terms of use,

privacy policy and user generated content policy of Instagram, LLC and acknowledge that the Platform reserves the sole and exclusive right to make amendments to its terms and conditions from time to time, at its discretion, and the Participant shall be responsible for checking the same and abiding by the same without any recourse to COMPANY for any reason whatsoever. The Participant will be solely responsible for complying with the terms stipulated by Instagram, LLC, and shall not at any time hold COMPANY responsible for any inability on the part of the Participant to submit their Entry by reason of any restrictive terms imposed by such Platforms and/or on account of the Participant's failure to comply with the terms imposed by the Platforms.

PRINCIPAL RULES

(I) The Company will promote the Contest through on-air (promos, astons, bugs etc.) advertisements on the Channel and/or in such other manner as the Company may deem fit, stating the mechanism in which You can participate in the Contest.

(II) Entrants' Eligibility:

- (a) The Participant(s) interested in participating in the Contest must be Indian citizen, above the age of 18 (eighteen) years and a resident of Tamil Nadu State only.
- (b) The Participant must have a valid and existing Instagram account during the Contest Period.
- (c) Permanent and/or contract employees and directors of COMPANY, its parent, subsidiary and affiliated companies, advertising and promotion agencies (collectively "**COMPANY Entities**") and each of their immediate family members are not eligible to enter the Contest.

(III) Contest Procedure:

- (a) The Contest shall start on 11th September at 10 am IST and end on 20th September at 11:59 pm IST ("**Contest Period/Period**").
- (b) To participate in the Contest, all persons interested in participating and /or Participants shall be mandatorily required to do the following during the Period:
 - i. log in to the Platform using his/her Instagram account/credentials and click on the relevant page/tab of the Contest on the Platform or in any other manner or form as may be prescribed /requested on the Platform. For the purpose of participating in this Contest, it is mandatory that the interested Participant(s) mandatorily have a valid Instagram account and must be residing in India during the Contest Period.
 - ii. Follow the Company Instagram Handle (defined below) on the Platform.
 - iii. Participant(s) shall thereafter be required to share the best moment of their daughter-in-law ("**Post**") on Instagram by tagging the Company Instagram handle i.e., @vijaytelevision ("**Company Instagram Handle**") and using the pre-created hashtag as may be specified by the Company ("**Hashtag**"). For the purpose of participating in the Contest and to be eligible for the Gratification, the Post must be in one of the following formats: (a) a picture with the moment described in the caption or text embedded on the picture; (b) a video depicting the moment; or (c) a

comment under the official Contest post published by the Company. It is further clarified that it is mandatory for all Participants to submit the Post along with the Hashtag and tagging the Company Instagram Handle in order to constitute a valid Entry.

- iv. For purposes of the Contest, “receipt” of Post(s) occurs only when the website server records the Post(s) information upon the Participant clicking “Submit/Post” button on the respective Platform. Any automated receipt confirmation shall not constitute proof of actual receipt.
 - v. For the purposes of this Contest ‘Post(s)’ shall include all works of authorship (if any), intellectual property, audio-visual materials, sound recordings, cinematograph film or any other creations originated, prepared, suggested or devised by the Participant.
 - vi. Logging onto the Platform in the manner as stated hereinabove, mandatorily having a valid Instagram account and being a resident of India during the Period of the Contest, following the Company Instagram Handle on the Platform, taking the Post(s) of him/her as prescribed, submitting the Post(s) in the manner as prescribed herein on the Platform in the manner as stated therein and as per the terms stated on the respective Platform, shall be considered as a complete and valid entry (“**Entry**”).
- (c) If the Participant(s) provides or submits the Post(s)(s): (a) without the pre- decided Hashtag on his/her profile; and/or (b) without tagging Company Instagram Handle; and/or (c) which is not original or which is copy; and/or (d) that do not display their town, a popular place, food or anything on social media; and/or (e) on a invalid or fake Instagram account; and/or (f) the Participant is not resident of India, then his/her Entry shall be considered incomplete and the Participant(s) shall be ineligible for the Gratification.
- (d) The Participant(s) agrees and acknowledges that by submitting the Entry and/or Post(s), the Participant(s) are representing that the Entry(ies) and/or Post(s) or contents thereof are not confidential or comprise any sensitive personal information. It is further clarified that the Participant(s) cannot (a) make blank post using just the Hashtag; (b) post offensive/abusive, derogatory, defamatory content as part of the Post(s); (c) submit and/or re-submit the same Hashtag more than once (i.e., making the same Entry many number of times in order to be selected as Winner; (d) post any content as part of the Post(s) which do not make relevant sense (irrelevant to the Contest). Any Entry comprising of such hashtags/content, as specified in this section, shall be considered null and void and shall not be eligible for the Gratification.
- (e) The Participants shall ensure that the submitted Post(s) and/or any parts thereof is decent, in compliance with applicable laws, and is not immoral, defamatory, abusive, offensive, insensitive, libelous or blasphemous to any person, religious section and/or any section of the society, or infringe the rights of any third-party including rights in any form of intellectual property, etc. Participant shall not host, display, upload, modify, publish, transmit, update or share any information that —
- (i) belongs to another person and to which the Participant does not have any right;
 - (ii) is harmful, harassing, blasphemous 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 whatsoever;

(iii) harm minors in any way;

(iv) infringes any patent, trademark, copyright or other proprietary rights;

(v) violates any law for the time being in force;

(vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(vii) impersonates another person;

(viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

(ix) threatens the unity, integrity, defence, 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 to any other nation.

For the avoidance of doubt, the Participant(s) agrees that COMPANY has the right to remove any such material/Post(s) which may not be in consonance with the applicable laws. Participant agrees to forthwith remove/delete any Post(s) which may not be in accordance with applicable laws and in violation of the policies of COMPANY.

- (f) The Participant(s) further represents and warrants that the Post(s) being submitted by his/her shall be original. Particularly, the Participant(s) represents that he/she has the complete authority to submit the Post(s) and agrees to indemnify and hold harmless COMPANY from and against any suit/litigation/injury/damage/harm/loss suffered by COMPANY in connection with the same.
- (g) Participants agree that only Post(s) received during the Contest Period shall be considered valid for the Contest. Participant agrees to not spam the same Post(s) multiple times. In case a Participant is found indulging in such acts, he/she shall stand disqualified from participating in the Contest.
- (h) The Post(s) submitted should state all the required information asked from the Participant(s) in these Terms and Conditions. If the same is not complied with, then the Post(s) will not be considered eligible for the Gratification and will be disqualified.
- (i) COMPANY shall not be responsible for any Entries submitted but not received or recorded due to any reason whatsoever including but not limited to technical disruption and/or connection failure and/or electricity failure and/or any reason whatsoever.
- (j) the Post(s)(s): (i) does not and will not constitute any infringement of copyright or any right of privacy or rights in any other form of intellectual property, or any other personal or property right whatsoever of any person or entity, or constitute a libel or slander, or hurts the religious sentiments of people worldwide or be defamatory of any person deceased or alive, or blasphemous in its content and /or is not obscene, vulgar, libelous, defamatory, insulting, annoying, etc. (ii) that he/she fully owns and controls all rights and interests including all intellectual property rights in the Post(s) and that no other person or party has right or interest in the Post(s) as a co-owner, partner, mortgagee, charge holder or otherwise howsoever, (iii) the Post(s) shall not expose STAR to civil and/or criminal proceedings and /or claims of any nature whatsoever (iv) the Post(s) are not subject to any lien, charge, or any other encumbrance whatsoever (v) the Participant has not granted any rights in the Post(s) to the prejudice of any rights granted to

COMPANY hereunder **(vi)** the Post(s) is not violative of or in contravention of any applicable laws **(vii)** all necessary licenses and permissions required for the utilization of the Post(s) by Company for the purpose of the Contest have been secured by the Participant in accordance with the existing Terms and Conditions and applicable laws without any recourse to Company. In the event the publishing of the Post(s) is assessed to be prohibited in any manner and /or considered to be inappropriate due to moral, political or religious reasons or any reason whatsoever, the Platforms and/or Company shall have the right to at their discretion to edit/ remove/cut the contentious portion and re-publish such Post(s) or reject the Post(s) altogether, and the Participant agrees not to object to the same. The Participant(s) must ensure that no false and/or misleading statements are made by him/her and that he/she does not refer to any commercial product and/or service in the Post(s).

(IV) Selection of Winners and Gratification:

- (a) (At the end of the Contest Period, on the basis of the Participant(s) having made a valid Entry, the Company shall select up to 100 (hundred) entries, on a first-come-first-serve basis, that meet the following criteria: (i) Quality of the art. The selected entries (“Winners”) will be displayed on the official channel handles of the Company. COMPANY shall publish / exploit the Entry /digitally modified Post(s) of such Winner(s) (**Modified Post/s**) on any platform or media as decided by COMPANY at its discretion. These Winners shall be selected and declared based on the criterion mentioned hereinabove by way of first cum first basis on the basis of the time stamp of their Entries. The sole gratification for the Winners shall be that COMPANY shall share the Modified Post/s on “**Star Vijay**” channel and /or Company’s social media pages and /or digital platform (as deemed fit by COMPANY) between ---- 2025 and -----, 2025 or any mode and media as deemed fit by COMPANY at its sole discretion. Winners agree that the aforementioned Gratification is the only prize that they are eligible to receive or entitled to as per the terms herein. For avoidance of doubt it is clarified that COMPANY’s decision in regard to the selection and declaration of the Winners shall be final and binding. For the sake of clarity, mere participation in the Contest does not entitle the Participant(s) to win the Gratification. Only the Participant(s) having made a valid Entry and who are Winners based on the criterion mentioned hereinabove, by COMPANY at its discretion shall be entitled to the Gratification. By way of reiteration, it is further clarified that save and except the Gratification stated hereinabove, the Winners shall not be entitled to any other form of gratification (monetary or otherwise). Entry and/or Post/s sent after the Contest Period will not be considered for the Contest and shall be deemed null and void.
- (b) COMPANY reserves the right to announce the name and/or publish the Post/s / Modified Post/s of the Winners either on-air on the Channel including but not limited to COMPANY’s other social media platforms and /or channel.
- (c) All decisions of COMPANY shall not be subject to any appeal of any nature whatsoever. Participation in the Contest shall be construed to mean that the Participant(s) has waived his/her right to dispute any decision(s) made by COMPANY in relation to the Contest and/or Gratification, to the extent applicable under law.

- (d) The Gratification is limited to the form and manner as stipulated hereinabove and is non-transferrable and non-exchangeable. Winners(s) agrees and undertakes that no cash equivalent or alternative prize will be given to the Winners(s) and the Winners (s) cannot exchange the Gratification for a gift of similar value. Further, the Gratification won is personal to the Winners(s) and the Winners cannot transfer the Gratification to any other person.
 - (e) The Winners shall not in any circumstances make any claims against the COMPANY entities arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to their participation in the Contest or any related activity. If the Winners is found to be ineligible, or if he or she has not complied with these Terms and Conditions, the corresponding Entry and/or Post/s will stand disqualified and such decision shall be final and binding.
- (V)** The Participant(s) in his individual capacity and on behalf of each person appearing in the Video agrees and consents to the use and exploitation by Company, of the Post(s) in any mode and media including but not limited to any channels / platforms / social media pages owned and operated by Company or any other mode or medium or channel or platform, as deemed fit by COMPANY for the purpose of promotion of the Contest. Towards this effect and in consideration of being afforded an opportunity to participate in the Contest, the Participant(s) hereby grants to COMPANY a non-exclusive, irrevocable, unlimited, royalty free, sub-licensable, transferrable license, for the territory of the world and in perpetuity, in the Picture(s) forming part of it, to utilize the Post(s) in any manner deemed fit by COMPANY, including but not limited inter alia, in a digitally modified format in any other manner and through any modes, mediums whether in existence now or that may be invented/discovered in the future, including in connection with these Terms and Conditions and/or for any promotional purposes towards the Contest, Channel, as deemed fit by COMPANY. Participant(s) agrees and undertakes that Section 19(4) of the Indian Copyright Act, 1957 shall not apply to these Terms and Conditions.
- (VI)** The Participant(s) waive off their “Moral Rights” with respect to the Materials/ participation in the Contest. Further, the Participants agree and acknowledge that they shall not be entitled to any share in the revenues arising from exploitation of the Materials. The Participant acknowledges that contribution to the Materials does not qualify as a ‘performance’ within the meaning of the Indian Copyright Act, 1957.
- (VII)** The Participant agrees and authorizes COMPANY to digitally modify, edit, truncate, the Picture(s) submitted by the Participant(s) for the purpose of creating Modified Post(s) as set out below. The Participant undertakes not to create any lien, charge, or other encumbrance, on the Post(s) at any time without the prior written consent of COMPANY. The Participant agrees that COMPANY shall be entitled to Exploit the Post(s) including the Modified Post(s) in any manner whatsoever, through any means and modes, whether now known or invented later, including but not limited to edit, modify, delete, subtract from, cut, such Post(s) in any manner deemed fit by COMPANY in its sole discretion. It is agreed that all rights, title, and interest in the Post(s) along with the image including rights in any form of intellectual property and rights in any form of exploitation will be owned by COMPANY throughout the world and in perpetuity. If and to the extent the foregoing does not operate to fully vest in Company all such rights, Participant hereby irrevocably grants and assigns to Company,

exclusively, throughout the universe, in perpetuity (or for the maximum legal term of protection, if shorter), all rights (including under copyright, trademark and performers' rights) in and to the Post(s) and all parts thereof, in all media and distribution modes whether currently known or hereafter devised.

(VIII) The Participant(s) undertakes that notwithstanding anything to the contrary, he/she shall not at any time challenge, dispute, interfere with the utilization of the Post(s) or Modified Post(s) by COMPANY or any third party authorized by COMPANY, and hereby expressly waives all rights to the foregoing whether in contract, tort, law or otherwise. The capitalized terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film' shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and/or all analogous laws of each and every jurisdiction throughout the world.

(IX) For the purposes of this Contest, "**Exploitation/ Exploit**" shall mean shall mean the exploitation of the Entry 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 Entry and Video (as defined herein), either in whole or in part, in any form/format or language, as may be decided by STAR in its sole discretion and shall include incorporation of the Entry including performances in the Post(s) or any audio visual recording or sound recording or as may be decided by STAR in its sole discretion as well as the conversion of the Entry from one form/format to another and in relation to the Entry, 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 Entry 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. 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 Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

GENERAL RULES

1. Employees of the Company, the advertising agency or any other agency or third-party vendor which has been appointed from time to time, and also employees of the main sponsors and members of their immediate family; are ineligible to participate in the Contest. Further,

failure to provide proof or affidavit of eligibility, including the correct date of birth, including any of the documentation required under these Terms and Conditions, within the timelines specified by the Company hereunder may result in disqualification. The Company also reserves the right to disqualify a Participant(s) in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Company and in the information(s) stated in the documents furnished by the Participant(s).

2. The Participant(s) interested in participating in the Contest must be above the age of 18 years and residing in India during the Contest Period and at the date of the Gratification. The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant (s) from participating in the Contest. Participant represents that the Participant must be in a physically, emotionally and mentally fit condition to participate in the Contest. The Participant further confirms that he /she is medically fit to travel anywhere and anytime and that he /she does not suffer from any kind of ill health, disease, ailment(s) and medical problems (viz.: heart problem, blood pressure problem, pregnancy, etc.).
3. Proof of age, if requested, of the Participant(s)/Winner(s) and/or the family members of the Winner must be submitted to COMPANY (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate). The Participant(s) agree to do any and all acts and execute any and all documents in such manner and at such location as may be required by the Channel and/or COMPANY in its sole and absolute discretion.
4. The Participant hereby agrees that any dispute arising between the Participant and any of the Platforms shall be resolved directly between such parties without any reference or recourse to COMPANY. COMPANY reserves all rights to make amendments to the existing Terms and Conditions or withdraw the Contest without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions of the Contest on the Website.
5. Non-conformance by the Participant(s)/ Winners(s) to any and all the Terms and Conditions herein or as set by COMPANY from time to time will make such Participant's Post(s) null and void.
6. COMPANY reserves the right to disqualify any Participant(s) from participating in the Contest if his/her conduct is found to not be in concurrence with the Terms and Conditions set out herein or as may be revised by COMPANY from time to time. The decision of COMPANY in this regard shall be final and binding upon the Participant(s).
7. By participating it is deemed that the Participant(s) have read, understood, accepted and agree to abide with all the Terms and Conditions of the Contest. Participant(s) agree that the Participant shall not during the Contest make any obscene gesture(s)/acts, or any defamatory statement regarding any event or any person alive or deceased or do anything in the nature of an endorsement/advertisement that may expose the Company and/or the Channel to civil and/or criminal proceedings.

8. The Participant(s) shall not grant or publish any interviews, or share any information /details news articles, or issue any other kind of publicity and/or on personal blog(s)/blogs and /or any social networking sites including but not limited to their participation in the Contest or the Participants, or any aspect related to the Contest or any information regarding the Company without Company's prior written consent in each instance. The Participant shall not at any time make or issue any statements on behalf of the Company/ the Channel without the prior written consent of the Company.
9. The Participant(s) hereby allow the use of the face, image, biographical data, name, signature, voice, photographs of the Participant and the family/relatives/friends/colleagues of the Participant ('Likeness') to appear on and be used in connection with the promotion of the Contest all media, all means of exploitations, distribution including, but not limited to, the press, internet, television. COMPANY reserves the right to use, in any manner whatsoever, in part or in whole the Likeness, Contest and/or contest elements including without limitation in connection with any merchandise, tie-in, product or service of any kind, whether or not such use is in connection with the Contest or STAR or the Channel without notice to the Participant and without any further compensation to the Participant.
10. In the event of any fault, misunderstanding or dispute concerning any part of the Contest and/or the Terms and Conditions the decision of COMPANY shall be final in this regard.
11. The Winner(s) agree that he/she shall not hold COMPANY and/or its employees, responsible for delays or any problem in connection to the Gratification.
12. The Winner(s) agrees that if due to any reason, whatsoever, beyond the control of COMPANY the Gratification and/or anything in connection to the Gratification and/or the enjoyment of the Gratification becomes ineffective or invalid, COMPANY cannot be held responsible and/or liable for the same.
13. COMPANY is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the Participant(s) and/or the Winner(s) in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or Gratification.
14. COMPANY reserves the right to forfeit the Gratification in the event it is found by COMPANY that any information provided by the Participant(s) and/or the Winner(s) is wrong, fraudulent or any misrepresentation is made by the Participant(s) and/or the Winner(s). In this contingency COMPANY shall have the right to declare another eligible Participant(s)/ Winner(s) who qualifies as per the criteria stated above, as the Winner of the Contest and transfer the Gratification to that person.
15. The Winner(s) shall do any and all acts and execute any and all documents in such manner and at such location 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. Each Participant shall also execute a release form as required by the Company and in the manner and form pre-approved by the Company.

16. The Participant(s)/ Winner(s) acknowledges that in case the performance of this Contest and/or availing the Gratification cannot be fulfilled due to war, industrial action, flood or any Act of God 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 days, then COMPANY shall be at liberty and upon their sole discretion to terminate any such gratification and/or participation of a Participant(s)/ Winner(s) forthwith and such decision shall be final and binding.
17. Participant, represent to the Company that the Participant is free and competent to enter the Contest; the sole, absolute, unencumbered legal and beneficial owner of all rights granted to Company respect of the Post(s), is not under any disability, restriction or prohibition, whether legal, contractual, physical, mental, medical or otherwise, which might prevent the Participant from performing or observing any of the obligations undertaken or from honoring any of the Terms and Conditions stated herein.
18. The Participant(s) and/or the Winner(s) shall not in any circumstances make any claims against COMPANY 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 (directly or indirectly), to the Participant(s) and/or the Winner(s) participation or non-participation in the Contest or any related activity. If the Participant(s) and/or the Winner(s) is found to be ineligible, or if he or she has not complied with these Terms and Conditions, the corresponding entries will be disqualified. Company shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the internet session charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscribers/ Participant(s) and the telecom/mobile operator directly, without involving Company.
19. In the event the Participant is found to be in violation of any applicable laws at any point of time during the Contest Period, the Company reserves the right to disqualify the Participant immediately and his /her Entry shall be considered null and void. Such disqualified Participant shall not be eligible to proceed further in the Contest. Further, it is the onus of the Participant is as per the applicable laws of the country of which they are citizens and residents of. In case it is found to be otherwise by the Company then immediately such Participant shall be disqualified.
20. The Company is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, emotional, mental trauma caused to the Participant (s) in any manner whatsoever or for any reason whatsoever in connection to the Contest and/or any aspect related to Contest including participation thereof and/or selection process. The Participant(s) and/or the Winner(s) shall hold harmless and indemnify COMPANY, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant(s) and/or the Winner(s) and or their family members/friend's invited by the Winner(s) in any manner whatsoever in connection with the Contest and/or the Gratification and also to the extent possible 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.
21. The Participant(s)/ Winner(s) shall hold harmless and indemnify COMPANY, its affiliates, its group companies, their employees, officers, directors and/or any other person from and against any suit/litigation/injury/damage/harm/loss suffered by COMPANY in connection

with any act of the Participant(s)/ Winner(s) (and/or the Contest and/or Video/s, text in the Video/s and/or any third party rights claims with respect to the material submitted by the Participant(s)/ Winner(s).

22. The Winner(s) of the Contest agrees that he/she shall make himself/herself available from time to time and co-operate with COMPANY and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the Winner(s). Further, the Winner(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Winner(s) gives his/her consent to COMPANY and/or any other agency on behalf of COMPANY to make the footage of the participation in the Promotional Activity. The Winner(s) in consideration of being afforded an opportunity to take part in the Contest, agrees that the footage of any nature with regard to the Winner(s) shall vest with COMPANY, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity and COMPANY may exploit the same in any manner and in any media whatsoever at any time throughout the world.
23. Each Participant hereby acknowledges and agrees that the relationship between the Participant(s)/ Winner(s) and COMPANY and its affiliated companies is not a confidential, fiduciary, or any other special relationship.
24. Participant(s) / Winner(s) 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 the consideration, 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.
25. Certain information relating to COMPANY, the Contest, Channel, will be disclosed to the Participant(s) which is confidential and/or proprietary in nature, and includes data, the format of the Contest, the manner of selection/elimination etc., whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information (altogether, "Confidential Information"). Confidential Information whether disclosed orally or in writing, is the property of Production House/COMPANY, as the case may be, and is valuable, special and unique to the business of Production House/Star India, as the case may be. Participants agree that the Participant shall not discuss and/or disclose any information about the Contest, the performances of other participants in the Contest with any third party; and also not disclose the names of the participants eliminated in respective rounds of eliminations in the Contest.
26. Participant (s) shall not engage in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws applicable to the parties hereto. Participant hereby waives any right to seek or obtain injunctive or other equitable relief against the exploitation of the Video (or any part thereof), to the maximum extent permitted under law.
27. The Participant(s)/ Winner(s) agrees and undertakes to maintain confidentiality with respect to the provisions of these Terms and Conditions, the Contest, the Gratification and/or any other aspect related to the Contest.
28. The Participant (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 the consideration, 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.

29. Participant acknowledges that Participant's representations, warranties, confidentiality, indemnities, grant of rights in the Video/s, dispute mechanism and obligations shall survive the efflux of time and the termination of these Terms and Conditions.
30. The participation of the Participant in the Contest shall mean that the Participant has read, understood, accepted and agrees to unconditionally abide with all the rules including the general rules of the Contest, Terms and Conditions, the Privacy Policy, Terms of Use, User Generated Content as provided on the Website.
31. These Terms and Conditions shall be construed and governed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Contest shall be referred to a sole arbitrator appointed by COMPANY and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Chennai, the proceedings shall be conducted in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Party who has raised the dispute.
32. In case of any dispute or other matter arising in reference to the Contest, subject to the provision of Clause 31 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 Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996 the Courts having jurisdiction to adjudicate the same shall exclusively be the courts at Chennai, India.