

## BIGG BOSS - MALAYALAM - SEASON - 8

### VOTING TERMS AND CONDITIONS

These Terms and Conditions (defined below) shall be binding on each Viewer (defined below), in the territory of India ("**Territory**") who voluntarily desires to participate in the Voting Mechanism (as defined hereunder) of the Program, for the Shortlisted Participants (as defined below) competing in the program titled "**Bigg Boss Malayalam -Season- 8**" ("**Program**") which is being exploited on "**JioHotstar**" (hereinafter referred to as "**Platform**") and also on the channel 'Asianet' ("**Channel**"), owned and operated by JioStar India Private Limited ("**JioStar**").

The following voting terms and conditions ("**Terms and Conditions / Voting Rules**") govern the entire process of Voting Mechanism as detailed herein for participation in the Voting Mechanism and shall be binding on each Viewer. "**Viewer**" shall mean a participant in the Voting Mechanism, who resides in India, is a citizen of India, is physically present and located in India, and who is of 18 years or above as on September 6, 2026.

The Terms and Conditions of and in relation to the Voting Mechanism as stated herein, are an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These Terms and Conditions are irrevocably binding on each Viewer who voluntarily participates in the Voting Mechanism. The Viewer also agrees that the Platform's Terms of Use available at <https://www.hotstar.com/tnc/in> ("**Terms of Use**") shall apply in relation to his/her registration, participation and/or use of the Platform. The privacy policy available at <https://www.hotstar.com/privacy-policy/in> ("**Privacy Policy**"), which is deemed accepted and agreed to by every Viewer, by agreeing to participate in the Voting Mechanism, shall govern all usage of any Personal Information (as defined in the Privacy Policy available at the aforementioned link) and/or any other information as detailed in the Privacy Policy and including but not limited to the mobile phone number and/or any information gathered by JioStar under or pursuant to the Voting Mechanism. JioStar will have access to and collect information and data shared by the Viewer including the Viewer's personal information such as email address, mobile number and/or any information in relation to the participation of the Viewer(s) in the Voting Mechanism gathered under or pursuant to this voting process by JioStar (if any) ("**Data**"). By voting, the Viewer(s) consents to the collection, receipt, storage, processing, disclosure, transfer, use, retention and sharing of the Data by JioStar, its affiliates, and designated third parties in accordance with the terms of its Privacy Policy.

The Voting Mechanism shall be governed by the Principal Rules and General Rules as stated herein below and also available at \_\_\_\_\_ and by agreeing to participate in the Voting Mechanism, Viewers shall be deemed to have unconditionally accepted and agreed to comply with and abide by the same prior to participating in the Voting Mechanism. If the Viewer does not agree to be bound or cannot comply with any of these Terms and Conditions and/or the Policies (defined below), then the Viewer should refrain from continuing with and/or participating in the Voting Mechanism. The act of voting and/or participating in the Voting Mechanism as detailed below shall be deemed to be the Viewer's absolute agreement to the Terms and Conditions contained herein, Terms of Use, and Privacy Policy (collectively, "**Policies**") of JioStar as prescribed from time to time. These Policies may be amended by JioStar at any time without prior notice to the Viewer.

These Terms and Conditions, contained herein shall subsist until the first telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by JioStar and hence, save and except terms that are indented to survive these Terms and Conditions, all other terms of these Terms and Conditions shall continue to apply to all Viewers in relation to any participation in the Voting Mechanism, till such time.

## PRINCIPAL RULES:

### The following are the Principal Rules for Voting Mechanism for the Program on the Platform:

1. The Program is a reality show where individuals/housemates ("**Participants**") staying in the Bigg Boss House will nominate housemates for eviction from the Program at intervals decided by JioStar ("**Shortlisted Participant**"). During the Program, the Viewers will be asked to cast their vote for the Shortlisted Participant whom they want to save from being evicted from the Program. The Viewer shall cast multiple votes (subject to maximum votes allowed per Voting Mechanism as detailed below) for different Shortlisted Participants. The Shortlisted Participant who gains the minimum votes from the Viewers, will be eliminated from the Program.
2. Further, JioStar shall be entitled to, at its discretion at any time, to re-introduce the eliminated Participant(s) or introduce fresh individuals/participants to participate in the Program ("**Wild Card Entries**").
3. In the event any of the Participants are unable to participate and/or unable to appear and/or withdraw their participation, for any reasons whatsoever, JioStar reserve the right to replace such Participant(s) with previously eliminated participants or replace such housemate with any other new participants and such decision shall be final and binding on all the Viewer(s). JioStar shall not entertain any complaints or queries related to it.
4. The Voting Mechanism (as detailed in Clause-9 of Principal Rules) will open and end for the period tabulated in Clause-10 below of Principal Rules ("**Period**") in the Territory as mentioned herein. During the Period, the Viewers in the Territory can vote for their favorite Shortlisted Participant, as per the Voting Mechanism detailed below. JioStar shall in its discretion be entitled to close the Voting Mechanism for specified Voting Cycles (defined below) during the Period. JioStar may at any time, in its discretion, increase or decrease the Period for voting without any prior notice and liability whatsoever.
5. The Program will be published on the Platform from September 6, 2026 onwards and telecasted on the Channel at the timings stated below or such other dates as required by JioStar from time to time. It shall be each Viewer's sole responsibility to periodically check for any update(s) or modification(s) to the timings and dates for publishing of the Program, and/or, for other changes to the Voting Mechanism and/or other details pertaining to the voting.

| DAY       | TIME OF TELECAST       |
|-----------|------------------------|
| Week Days | 21.30 IST to 22.30 IST |
| Weekends  | 21.00 IST to 22.30 IST |

6. The votes, for each episode/day ("**Episode/Day**"), should be sent only during the timelines specified hereunder and any votes sent after the Voting Cycle (as set out below) for the applicable Episode, shall not be considered and shall be deemed null and void.
7. To participate in the voting, the Viewers must watch/are deemed to have watched the Episodes of the Program on the Platform and/or Channel every day. Viewers by participating in the Voting Mechanism will get an opportunity to cast their votes for any Shortlisted Participant of that Episode(s) of the Program.
8. The Viewers interested in voting can participate only by logging in to the JioHotstar application in Android/iOS devices, visiting the 'Bigg Boss Malayalam' page and click on the Vote now button as more fully described in Clause-9 of Principal Rules ("**Voting Mechanism**"). It is clarified that JioStar can amend, add or modify or dismiss the Voting Mechanism at its sole discretion.
9. A Viewer interested in casting his/her vote, by using the Voting Mechanism, will be subject to the following mechanism:

- 9.1. The Voting Mechanism shall only be available on the Platform through the 'JioHotstar' on Android and iOS devices ("App") and not on or through the website [www.hotstar.com](http://www.hotstar.com) or any other living room device.

*For the purposes of these Terms and Conditions, Device(s) shall mean smartphones running the Android (with version 4.4 and above)/ iOS (with version 10 and above) operating platforms, capable of receiving and transmitting data including via Internet and/or mobile communications technology and/or any other similar technology. The Voting Poll may work on SIM (Subscriber Identification Module)-based devices other than smartphones operating on the Android (version 4.4 and above) or iOS (version 10 and above) operating platforms. However, it is recommended to participate in Voting on smartphones for a better user experience.*

- 9.2. The Viewer will have to download the App (if not already available on the device), login to their account on the updated App visit the 'Bigg Boss Malayalam' page and click on the Vote now button for casting his/her vote through this Voting Mechanism. Viewers are advised to check for updates of the App from time to time. Viewers shall be using their login IDs for registering on the Platform at their own risk. Any failure or usage of domain page by any unauthorized party, will not be considered by JioStar to allow a Viewer to vote again or withdraw any vote and; JioStar shall not entertain any queries in that regard.
- 9.3. The Bigg Boss Malayalam page will list the names of the Shortlisted Participant in a particular Voting Cycle.
- 9.4. The Viewer has to cast his/her vote for their desired Shortlisted Participant's against his/her name/emoji to save him/her from eviction.
- 9.5. Upon completion of the voting, the Viewer may click on done to close the voting page/sheet on the App.
- 9.6. In case of any technical issue because of which JioStar in its sole discretion is of the view that there is an unfair advantage / disadvantage to any one or more Shortlisted Participants, or in cases or any technical issues due to which the votes that have been captured are incomplete or unavailable, JioStar shall decide on the course of action in interest of the Program (including capping of votes based on other parameters) and proceed. No questions shall be entertained in this regard by JioStar.
- 9.7. Only one (1) vote per day per login, subject to a maximum of five (5) votes per corresponding Voting Cycle will be allowed through Viewer's Android and /or IOS Device and/or any operational devices for a particular Shortlisted Participant.
- 9.8. The Viewer will not be charged in the Voting Mechanism to cast the vote, however, there may be cost levied to the Viewer, at the applicable rate, by the network provider for using internet connection which should be verified by the Viewer at his/her sole responsibility. In case of casting vote while roaming in different circle/zone, additional roaming rates for browsing of the internet may be applicable. JioStar or the Platform or Channel shall not be responsible for any such charges incurred by the Viewer and all charges for browsing/using internet to cast such vote shall be borne solely by the Viewer.
- 9.9. All votes will be validated by an independent third party. The following approach will be followed in the event of any discrepancy in vote count:
- (a) in so far as there is no difference in the ranks of participants, the ranks computed shall be considered;
  - (b) where a difference in ranks is noted, vote count sheets for impacted participants will be analyzed, and unique and valid votes which were not considered by JioStar/independent third party will be adjusted, as required to determine the final rank.

10. In the Voting Mechanism, the Viewer should cast his/her votes for a particular Shortlisted Participant, for the respective Episodes of the Program, during a particular Voting Cycle (as defined below) and any vote cast after the Voting Cycle shall neither be considered as vote(s) for that Episode nor for the next Voting Cycle. The voting cycle for each Episode shall commence from the Start time and end on the voting End Time ("**Voting Cycle**") as detailed below, starting from September 7, 2026 or such other future date as may be announced on the Channel:

| Voting Start Time |          | Voting End Time |             | No. of votes per Voting Cycle per login |
|-------------------|----------|-----------------|-------------|-----------------------------------------|
| Monday            | 10:30 PM | Monday          | 11:59:59 PM | 1                                       |
| Tuesday           | 12:00 AM | Tuesday         | 11:59:59 PM | 1                                       |
| Wednesday         | 12:00 AM | Wednesday       | 11:59:59 PM | 1                                       |
| Thursday          | 12:00 AM | Thursday        | 11:59:59 PM | 1                                       |
| Friday            | 12:00 AM | Friday          | 11:59:59 PM | 1                                       |

**NOTES:**

1. **Only one (1) vote will be allowed per day per login, subject to a maximum of five (5) votes per each Voting Cycle. The Viewers may cast the vote allowable per day to any one of the participants of their choice. Any number of votes cast including during the Voting Cycle, exceeding the limit mentioned hereinabove, will not be valid and shall be rendered null and void.**
11. Votes sent after the Period and/or after the applicable Voting Cycle as tabulated in clause 10 of Principal Rules, will not be considered valid and shall be deemed null and void without requirement of any further intimation by Jiostar or the Platform or Channel. Jiostar reserve the right to alter/modify/ reduce or increase the duration of the Voting Cycle as and when it desires without any further liability or notice to any person.
12. Every week, the Shortlisted Participant with the lowest number of votes will get eliminated from the Program and other remaining Participants will be eligible to continue in the house, in accordance with the format of the Program. It is further clarified that the elimination is purely based on the cumulative of votes received through the Voting Mechanism, as set out herein. In no event, shall the Participants, the Shortlisted Participants, or the Viewer(s) dispute the decision made by Jiostar or make any claims in this respect in regard to any aspect of the Program and/or the Voting Mechanism including the Terms and Conditions, the format of the Program, selection of the Shortlisted Participants, the Shortlisted Participant being evicted on the basis of the votes received, or any remaining Participants surviving the elimination.
13. Jiostar reserve the right to modify the format of the Program, timelines mentioned above and accordingly the rules for Voting Mechanism at any time, at its discretion, during the Period. It shall be the sole responsibility of the Viewer(s) to read the Voting Rules from time to time available on the Terms of Use. It is further clarified that in case of final scores (*i.e.*, votes received as per the Voting Mechanism) being tied for two (2) or more Participant(s), the decision of Jiostar shall be final and binding on the Viewer(s) and the same shall not be disputed and/or challenged in a court of law, to the extent permissible under law. Without limiting the foregoing, under no circumstances will Jiostar, Platform, Channel, its assigns and/or affiliates be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, arising in any way whether in contract, tort (including negligence) or otherwise. The Viewer specifically waives his/her right to seek injunctive relief against Jiostar, the Platform, Channel, its assigns and/or any of their affiliates or any entity in relation to the Program, and/or the Voting Mechanism, to the maximum extent permitted by law.

14. The details of the Voting Mechanism will be announced during the Program on the Platform and Channel.
15. The Viewer(s) can cast their votes for only those Shortlisted Participant(s) of the Program who have participated in that particular Day/Episode. Any votes sent by the Viewers for the Shortlisted Participants who were not a part of that particular Day/Episode due to elimination or not shortlisted for any other reason whatsoever, shall not be considered valid and shall be null and void. Further, any votes cast before or after the Voting Cycle mentioned in the 'Voting Mechanism' shall not be considered valid and will not be counted.
16. The voting is merely to enable the Viewers to choose their favorite Participant or to vote for the performance of a particular Shortlisted Participant that they have liked. No winners will be declared and/or prizes distributed for the Viewers participating in the Voting Mechanism. Each Viewer participating in the Voting Mechanism agrees and acknowledges that he/she shall not be entitled to any gratification of any nature whatsoever. Viewers shall not be entitled to make any claims in respect of any compensation or gratification whether monetary or otherwise against the Channel, Jiostar, the Platform and/or the Program or entity in relation thereto.
17. The elimination of the Shortlisted Participant by the Voting Mechanism and/or the decisions made by Jiostar in any aspect of the Program/Voting Mechanism shall be final and binding on all the Viewers and in no event, shall the Viewers dispute the decision made by Jiostar, Platform, Channel and/or its employees/representatives in connection to the same.

## **GENERAL RULES**

### **1. Availability:**

- a. The Voting is available only in the English language and in the portrait mode of the App. The Voting can be best experienced when the App notifications have been turned on.
- b. Other than the Device(s), the Voting Page will not be accessible through web browsers, and any third-party live TV streaming medium or any other operating systems/platforms on which the App is available.

### **2. Intellectual property:**

- a. Viewer shall not have any ownership interest, license or other rights in the application for the Voting Poll and/or the Program or any right in the Voting intellectual property and/or the Program intellectual property therein, whether by license (except as provided in sub-section (b) below), implication, estoppel or otherwise.
  - b. The Intellectual Property rights ("**Intellectual Property Rights**") in the App, Jiostar and Jiostar's platform, and material published on the App, including (but not limited to) the Program, Voting, software, advertisements, written content, photographs, graphics, images, illustrations, marks, logos, audio or video clippings and flash animation, is owned by Jiostar, its licensors and/or its affiliates and associates. Viewers shall not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on Jiostar either in whole or in part without express written license from Jiostar.
3. The Viewer shall not, without the prior written approval of Jiostar, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Voting and/or the Program.
  4. Viewers shall not disclose any information whatsoever relating to Jiostar to any other party including screen shots of the Voting and/or photos and/or footages of the Program on social media websites unless permitted by Jiostar.
  5. The Voting and any aspect(s) thereof will be made available on the App as per the discretion of Jiostar.

6. JioStar, at its own discretion, may choose to run other forms of contests, bumper rounds, games hosted by JioStar or get third-party sponsors and partners during the course of the Voting.
7. Violation of any provision of these Terms and Conditions and/or any applicable laws by the Viewer / User may lead JioStar to immediately restrict their access to the App or any part thereof (including the Voting).
8. JioStar, at its own discretion, may choose to display sponsor advertisements during the Voting which shall be visible on the App.
9. The Viewer by way of voluntarily participation in the Voting, represents and warrants that he/she has read these Terms and Conditions and that he/she is 18 years old or above. The Viewer further represents and warrants that (i) he/she is not restricted from or under any disability, whether legal, contractual or otherwise which may restrain/prevent him/her from participating in the Voting Mechanism; and (ii) he/she shall comply with the applicable laws and these Terms and Conditions and the Policies. Failure of any Viewer to comply with the Terms and Conditions and/or the Policies will disqualify such Viewer from participating in the Voting Mechanism and/or render the vote cast by such Viewer null and void.
10. Proof of age, if requested, of the Viewer(s) must be submitted to JioStar as may be required by JioStar to confirm the eligibility of the Viewer(s).
11. JioStar reserves all rights to make amendments to the existing Terms and Conditions, and/or withdraw, change, alter, amend the Voting Mechanism, process of elimination including any Shortlisted Participants for a Voting Cycle, the schedule of the Episodes of the Program and/or, Participants of the Program and/or any other details of the Program, Terms and Conditions, Period and/or Program etc., at any time, without any prior notice to the Viewer. It is deemed by agreeing to participate in the voting, the Viewer has verified and agreed to the Terms of Use.
12. JioStar reserve the right to cancel, reschedule, and/or postpone the Program and/or the Voting Mechanism for any or all Episodes without assigning any reasons and/or without giving any prior intimation or liability to the Viewers or any other person.
13. All viewer(s) are advised to remain in areas with strong and stable/continuous mobile network signal of the telecom operator to ensure smooth functioning of casting of vote.
14. Existing Platform Users may have to upgrade their App to the latest version from the App Store (iOS) or Google Play (Android) to participate. New users can access the Voting by downloading the App from the App Store (iOS) or Google Play (Android). Viewers are advised to install all App updates that are released from time to time to enjoy the latest features on the Voting.
15. Viewers are advised to keep adequate RAM and phone memory available to ensure smooth functioning of the Voting Poll. Quitting other applications on the Device will also help towards smoother Voting Poll functioning in case of some smartphones.
16. Viewers may need to adjust their Device's display, font, brightness and resolution to default size or lower so as to enable them to respond to the Voting on their Device(s) properly.
17. Viewer(s) agree and acknowledge that there is no prize/gratification in voting for the Shortlisted Participant as detailed herein. Viewers shall not be entitled to make any claims in respect of any compensation or gratification whether monetary or otherwise, against the Channel, Platform, JioStar and/or the Program.
18. The Voting Rules shall be advertised sufficiently across the App and the Platform's website to ensure that no Viewer is misled and each Viewer fully understands the entire process and costs (if applicable)

for voting. It is clarified that all costs towards voting shall be borne by the Viewer solely without any recourse whatsoever to JioStar.

19. In case a Viewer(s) is found to be in non-conformance of the Voting Rules, then JioStar will be entitled to at its sole discretion disqualify the Vote(s) received from that Viewer(s). Such decision shall be final and binding on the Viewer(s) and to the extent permissible by law, the same shall not be disputed or challenged.
20. Neither JioStar nor the Platform or any of its licensors, licensees, assignors and assignees shall be responsible in any manner whatsoever for any acts or omission of any third party service providers including any network problems, technical failures, interruptions, disruptions, malfunction, system failure whatsoever and/or the data charges/costs charged by the network operator(s) and/or any other problems which may occur due to the failure of the Voting Mechanism or misuse of the Voting Mechanism or any kind of problems in connection thereto. Any dispute in connection to the same should be settled between the Viewers/subscribers and the operator(s) directly without involving JioStar in any manner. Notwithstanding anything to the contrary, JioStar and/or the Channel or Platform shall in no manner be responsible for the inability, failure of the Viewer to cast any vote or delay in casting of any vote, for any reasons whatsoever, including without limitation network failure, technological reasons or any events beyond JioStar's/Platform's /Channel's control. Viewers shall not in any circumstances make any claims and, to the maximum extent permissible under law, hereby irrevocably and perpetually waive their right to make any claim against the Channel, JioStar, Platform, their employees, directors and its affiliates 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 in the network and /or connections or directly or indirectly due to, to their participation or non-participation in the Voting Mechanism/Program.
21. Neither JioStar nor the Platform or any of its affiliates shall be responsible for any unauthorized access to any data of any person including any Viewer and/or for any compromise on private / confidential user related, or any other data, including but not limiting to user ids, email address, names, and any other personally identifiable details of the Viewers.
22. Without limiting the provisions of clause 11 of these General Terms, in case of any network failure, technical problem and/or for any reasons whatsoever, JioStar reserve the right to change the Voting Mechanism or any aspect thereof, and/or cease from accepting votes of the Viewers for any and/or all the Episode(s)/Voting Cycle(s) of the Program, or take such necessary steps as it may deem fit.
23. While all attempts will be made to protect the voting data from loss and/or corruption, Viewers agree and acknowledge that all systems are prone to failure and/or hacking attempts. In the event of any data loss, JioStar may disqualify all the votes received or conduct a re-voting or continue with whatever data available in the manner it deems fit, at its sole discretion without any intimation or liability to any person whatsoever. JioStar will not be responsible for any damage resulting from the loss of votes/data or action taken by JioStar on account of the same. JioStar will not be responsible to make good any loss or dissatisfaction suffered by the Viewer on account of such loss. The Viewer shall not and, to the maximum extent permissible under law, hereby irrevocably and perpetually waives its right to make any claim, raise any dispute, and/or hold JioStar, Platform, Channel, its affiliates liable for any costs, injuries, losses or damages arising out of any unauthorised loss of any data/votes for any reason whatsoever.
24. JioStar will not permit or entertain any requests or claims to check / audit / challenge the counting, mechanism or part thereof, including any rationale or logic behind the current Voting Mechanism.
25. JioStar reserve the right to suspend any of the Participants in case it has reasonable grounds to conclude that the Participants have been accused of any misconduct, sexual harassment, physical abuse, coercion in any form, criminal cases or any other reasons which JioStar may deem to be tantamount to general misconduct. Such Participants may be disqualified at any time from the Program irrespective of them being Shortlisted Participants for the Voting Mechanism or not.

26. Upon the Viewer's voting for the favourite Participant, the user ID and email ID from which the Viewer(s) has voted during the Voting Cycle would get registered with the respective network provider(s) who will collate the total number of votes received for each Participant and send the same to the audit committee as engaged JioStar. By participating in the Voting Mechanism, the Viewer also represents that the Viewer is the owner or customary user of the APP from which he/she has placed the vote. The Viewers hereby expressly consent to the sharing of their user and email id(s), as per the Voting Mechanism used by the Viewer, with the audit committee engaged by JioStar in its discretion. By participating in the Voting Mechanism, the Viewer has authorized JioStar to contact the Viewer through email/ hotlines including in relation to promotion of the Program.
27. **Warranty Disclaimer:** The Viewer(s) agree that their participation in the Voting Mechanism is at their own risk. To the fullest extent permitted by law, JioStar, Platform, Channel, 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 Voting Mechanism, including warranties in respect of fitness for purpose.
28. The Viewer(s) agrees that he/she shall hold harmless and hereby irrevocably and unconditionally releases the Channel, Platform, JioStar, its employees, officers or any other person or entity connected with the Program, the Voting Mechanism, in relation to any injury/damage/harm/loss suffered by him/her, in any manner, whatsoever in connection with the Voting Mechanism or any aspect of these Terms and Conditions, and, without prejudice to the foregoing, to the maximum extent permissible under law, expressly agrees to not file in person/ through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum anywhere in the world against any sponsor of the Program, and/or the Channel and/or Platform and/or JioStar, or any of their employees, representatives, any person or entity connected with the Voting Mechanism or the Program, to claim any damages or reliefs' or otherwise. If the Viewer(s) is found to be ineligible, or if they have not complied with these Terms and Conditions, the corresponding votes will be disqualified.
29. The Platform/Channel and/or JioStar 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 any person, including the Viewer/voter in any manner whatsoever, in connection to the Program, Voting Mechanism and/or any aspect related thereto.
30. JioStar reserves the right to disregard the vote(s) in the event JioStar observes any irregularity in the voting pattern of the vote(s) sent by the Viewer(s) and/or if JioStar in its knowledge has reason to believe that any Viewer(s) has acted in a fraudulent manner and/or engaged in any deceitful activity in sending the said vote(s). JioStar has the right to substitute an alternative voting method at its sole and absolute discretion.
31. The elimination of the Participant(s) and/or any other decision(s) made by JioStar regarding the Program and the Voting Mechanism shall be final and binding on all the Viewers and in no event, shall the Viewer(s) dispute the decision made by JioStar, Platform, Channel and/or its employees/representatives in connection to the Program, the Shortlisted Participants, the Participants, the Voting Mechanism, or any part thereof.
32. Other third-party websites may provide information in relation to the voting process, timelines or any other information which may appear relevant to the Program, however, the content on such websites is not subject to the control of JioStar and the owners of such third-party websites, may be independent from JioStar. JioStar does not endorse or accept any responsibility for their content and casting of votes (if any) by the Viewers basis such information.
33. Viewer(s) shall not attempt to transmit any unauthorised content including but not limited to services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, and/or chain letters. Viewers shall not in any manner transmit or attempt to transmit any content that is blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libellous and/or is contrary to any law in force; is grossly harmful, harassing, defamatory, obscene, pornographic,

paedophilic, libellous, 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; harms minors in any way; infringes any patent, trademark, copyright or other proprietary rights; or violates any law for the time being in force; deceives or misleads the addressee about the origin of such material or messages or communicates any information which is grossly offensive or menacing in nature; impersonates 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, 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 any other nation.

34. By voting and/or proceeding to participate in the Voting Mechanism it is deemed that the Viewers have read, understood, accepted and unconditionally and irrevocably agreed to abide with all the Terms and Conditions of the Voting Mechanism and other Policies.
35. The Viewer(s) agrees and acknowledges that nothing contained herein or otherwise, imposes an obligation on JioStar to exploit/publish the Program or run the Voting Mechanism.
36. By participating in the Voting Mechanism, each Viewer acknowledges and agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with these Terms and Conditions, 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 participating in the Voting Mechanism (if any).
37. Each Viewer hereby acknowledges and agrees that the relationship between the Viewer and JioStar, Platform, Channel and its/their affiliated companies is not a confidential, fiduciary, or other special relationship.
38. Each Viewer acknowledges that in case the performance of the Voting Mechanism and/or any provisions of these Terms and Conditions cannot be fulfilled due to war, industrial action, flood or any Act of God or any reasons beyond the control of JioStar, 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 seven (7) days or more, then JioStar shall be at liberty upon its sole discretion to terminate the Voting Mechanism forthwith without any intimation or liability to any person, and such decision shall be final and binding.
39. In case any portion/ clause of these Terms and Conditions are deemed invalid or becomes unenforceable or prohibited by the law of the country or any order of a court or judicial/regulatory authority, such portions shall be considered divisible, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision were not included herein.
40. Notwithstanding anything to the contrary, JioStar makes no representation and/or warranty regarding the Program, the Voting Mechanism, and hereby expressly disclaims all representations and warranties, expressed or implied including warranties of fitness for a purpose.
41. The Viewer(s) agree that the Viewer shall have no right and to the maximum extent permitted by law hereby expressly, perpetually, and irrevocably waives any right to restrain or injunct or enjoin, or attempt to restrain or injunct or enjoin, the development, production or exploitation of the Program and/or the continuance of the Voting Mechanism.
42. These Terms and Conditions, and the Policies, shall constitute the entire agreement between JioStar and each Viewer with respect to the subject matter contained herein, superseding any prior agreements between JioStar and the Viewers regarding the same. The Viewer acknowledges that the representations, warranties, indemnities, governing law, dispute resolution, warranty disclaimer, exclusion of damages, and all waivers by the Viewer, shall survive the efflux of time.

43. The Viewer(s) shall comply with the laws of India.
44. All and any costs direct and/or indirect, in relation to the participation in the Voting Mechanism, shall be borne by the Viewer and in no manner whatsoever shall Jiostar, be responsible or liable for the same. The Viewer hereby agrees to indemnify Jiostar, the Platform, Channel, its officers, directors, representatives, and employees, from and against any claims that may arise from their acts or omissions while participating in the Voting Mechanism.
45. These Terms and Conditions shall be construed in accordance with the laws of India, notwithstanding the conflict of laws principle, and any dispute or any other matter arising in reference to any aspect of these Terms and Conditions including the Voting Mechanism, shall be subject to the exclusive jurisdiction of the Courts in Cochin and Mumbai.
46. Viewer(s) hereby acknowledge that he/she/they have fully read and understood these Voting Rules 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 agree to the contents of these Voting Rules. Any queries in relation to these Voting Rules may be sent to [hello@jiohotstar.com](mailto:hello@jiohotstar.com). Jiostar shall endeavor to reply to the same within a reasonable time.