

“DAILY BONUS” ENTRY PROCESS RULES AND REGULATIONS

“Daily Bonus Entry Process” (“Entry Process”) is pertaining to the program “Daily Bonus” (“Program”) by Viacom18 Media Private Limited (“Viacom18”) that is telecast on Colors Gujarati (“Channel”) from May 14 2018 at 21:30 hours as stated hereunder:

(A) Procedure to register to participate in the selection process:

1. The Entry Process will be held from May 14, 2018 at 21:30 hours until such time as may be communicated by the Channel (“Period”). Viacom18 /Channel shall extend or curtail the Period or abandon the Entry Process at its sole discretion.
2. The participant(s) who is interested in participating and qualifying for the Entry Process should send an SMS to 56882. The SMS should contain the keyword BONUS followed by his/her name and city.
3. The participant(s) will then receive a push back message acknowledging their entries. The participant(s) who are willing to participate in the Entry Process must send a SMS containing the <keyword> “Bonus” space <participant’s name> space <participant’s city> and should send an SMS to 56882.
4. The viewers who are subscribers of (i) Vodafone or (ii) Idea or (iii) Airtel will be able to participate in the Entry Process.
5. Viacom18 shall not be responsible in case of any network problems such as breakdown of machinery, unclear network, disruption in the network and/or the cost of the SMS charged by the network operator. Any dispute in connection to the same shall be settled between the participant(s) and the network operator without involving Viacom18.
6. In case of telecom and/or network failure, Viacom18 reserves the right to change the entry mechanism or take such necessary steps as it may deem fit.
7. All the entries should state all the required information, which have been asked from them.
8. Any entry sent after the Period mentioned herein shall not be considered and shall be null and void.

(B) Cost applicable for the calls made by the Participant(s):

1. The cost of the SMS shall be solely borne by the participant(s). The cost of each SMS shall be charged by the respective mobile operators at rate stated herein below:

Cost: Rs. 3: Vodafone, Airtel, Idea.

Viacom18 shall not be responsible in the event of any network problem and/or the cost of the SMS charged by the mobile operator. Any dispute in connection to the same shall be settled between the subscriber and the mobile operator directly and without involving Viacom18 .

(C) Selection Process 1:

1. After all the complete entries are received by the Channel/Viacom18 within the Period, the Channel shall invite all the participants for the auditions of the Program ("Short Listed Participant(s)").
2. The Short Listed Participants would be required to travel to place of audition in Gujarat for the auditions.
3. Viacom18 and/or the Channel(s) shall have the sole right to decide the dates to date of auditions.
4. The Short Listed Participants will have to bear all expenses of travel from their place of residence to the place of auditions as communicated by Viacom18.
5. The selected Short Listed Participant(s) is required to reach on the scheduled date at the audition centre at the time communicated by the Viacom18. If the Short Listed Participant(s) fails to attend the audition at the audition centre on the scheduled date and time, such Short Listed Participant(s) will be disqualified.
6. The Short Listed Participant(s) will be required to get himself/herself registered by executing the necessary documents and also by furnishing the documents as required to verify the personal details provided by the participant(s) in Level A. Each of the Short Listed Participant(s) shall be required to furnish the necessary documentation (as stated in the General Rules) in original to confirm the eligibility details, etc. provided by the said Short Listed Participant(s). In case the said Short Listed Participant(s) is unable to furnish the original document(s) to verify the eligibility details and also submit photocopy of the same, the said Short Listed Participant(s) shall be disqualified by the Channel/Viacom18.
7. On the Short Listed Participant(s) complying with all the requirements stated herein, the Short Listed Participant will have to give a camera audition, which will be recorded.
8. After the camera audition, the tapes of the above Short Listed Participant(s) will be viewed by a panel of jury.

9. Viacom18 shall select such number of participant(s) as may be decided by Viacom18 at its sole discretion from the Short Listed Participant(s) ("Selected Participant(s)") who Viacom18 believes has given the best performance as per Viacom18's creative requirements in the auditions conducted in Gujarat. Viacom18 shall solely have the right to select the Selected Participant(s) and none of the participant(s) shall dispute and/or be entitled to dispute the decision made by Viacom18 .
10. Viacom18 reserves the right to select the Selected Participant(s) the same shall be informed/contacted by Viacom18 .
11. The Selected Participant(s) will further get an opportunity to participant in the Program on the Channel ("Selection").
12. The Short Listed Participant(s) shall not raise any dispute with regard to the Entry Process including but not limited to the selection of the Participant(s) etc.

(D) Rules for participating in the Program:

1. Viacom18 and/or the Channel(s) shall have the sole right to decide the dates of shoot of the Program and the Selected Participant(s) shall be present on all such days as communicated by the Channel and/or Viacom18 from time to time.
2. In the event, the Selected Participant(s) is unavailable on the date on which Viacom8 has decided to shoot the Program, Viacom18 shall be entitled to announce somebody else as the Selected Participant(s) of the Entry Process.
3. All and any incidental costs (direct and/or indirect), in relation to the Selection process, including but not limited to any STD/ISD/local calls including travel shall be borne by the Selected Participant(s) and in no manner whatsoever shall the Viacom18 be held responsible for the same.
4. The Selected Participant(s) shall not at any point of time be entitled to and/or claim any amount for the performance in the Program.
5. Viacom18 and/or the Channel reserve the right to at any time to withdraw the Entry Process without giving any prior notice thereof.

General Rules

1. The participant(s) should be citizens of India, residing in Gujarat, India and above 18 years of age to qualify for the Entry Process.
2. The participant(s) should not have any criminal conviction.

3. Proof of age is a must for the participant(s), must be submitted to the Channel/ Viacom (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate).
4. Viacom and/or the Channel reserve all rights to make amendments to the existing rules without prior notice.
5. Non-conformance by any participant(s) and/or the Short Listed Participant(s) and/or Selected Participant(s) of the rules of the Entry Process will disqualify the participant(s) or the Selected Participant(s) from participation immediately, as the case may be.
6. Viacom18 may in its sole discretion exclude a participant(s)/Short Listed Participant(s)/Selected Participant(s) from participation in the Entry Process and/or Program which may include without limitation (i) circumstances which, in Viacom18's view, renders the participant(s)/Short Listed Participant(s)/Selected Participant(s) unfit to participate therein; (ii) inability to produce documentation required by Viacom18 and/or the Channel in the rules and/or at any given point of the time.
7. Viacom18 reserves the right to cancel the entry of the participant(s)/Short Listed Participant(s)/Selected Participant(s) for any reason whatsoever. For avoidance of doubt, the participant(s)/Short Listed Participant(s)/Selected Participant(s) agrees that all the intellectual property rights in and to the Entry Process shall continue to vest with Viacom18 for whole world and in perpetuity, without any consideration payable to the participant(s)/Short Listed Participant(s)/Selected Participant(s).
8. Viacom18 and/or the Channel may refuse the participant(s)/Short Listed Participant(s)/Selected Participant(s) from participating in the Entry Process in the event of his/her fraud, dishonesty or non-entitlement to participate in the Entry Process under this rules and regulations.
9. All participant(s)/Short Listed Participant(s)/Selected Participant(s) of the Entry Process agrees that he shall make himself available from time to time and co-operate with the Channel and/or Viacom18 and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the participant(s)/Short Listed Participant(s)/Selected Participant(s). Further, neither the participant(s) nor the Short Listed Participant(s) nor the Selected Participant(s) shall at any point of time refuse or disagree to participate in any such Promotional Activity or the Program (as the case may be) for any reason whatsoever. The participant(s)/Short Listed Participant(s)/Selected Participant(s) agree that the footage of any nature with regard to the participant(s)/Short Listed Participant(s)/Selected Participant(s) shall vest with Viacom18 , including but not limited to all intellectual property rights and any other rights for whole world and in perpetuity.

10. The Selected Participant(s) agrees that the Selection done in this Entry Process is only an opportunity to participate in the Program and hence it cannot be exchanged with other items and/or for cash equivalent. If the Selected Participant(s) refuse to accept the Selection, the Channel and/or Viacom18 shall be released from all obligations towards the Selected Participant(s) in connection to the Selection and declare some other Short Listed Participant(s) as the Selected Participant(s) of the Program.
11. Viacom18 and/or the Channel shall have irrevocably rights to the Entry Process and/or participation of the participant(s) including all the activities of the participant(s) during their participation in the Entry Process including but not limited to the Short Listed Participant(s) and/or Selected Participant(s) visit to the audition centre, being filmed and/or recorded and/or broadcast on the Channel or any other channel that Viacom18 and/or any other channel, which Viacom18 and/or the Channel may deem fit. Further, the participant(s)/Short Listed Participant(s)/Selected Participant(s) shall permit Viacom18 and/or Channel to use of the participant(s)'s/Short Listed Participant(s)'s/Selected Participant(s)'s name, likeness and private life to be included in the subject matter of the Entry Process and any related publicity, advertising, magazine material and/or otherwise. Further Viacom18 and/or Channel shall have full right to the footage of any nature in relation to this Entry Process and all such rights shall at all times vest with Viacom18, including but not limited to all intellectual property rights, copyrights and any other rights, in any and all media, for whole world and in perpetuity. It can be arranged, re-arranged, added to other material without any payments to the participant(s) and/or the Short Listed Participant(s) and/or the Selected Participant(s).
12. Notwithstanding a participant(s)'s/Short Listed Participant(s)'s/Selected Participant(s)'s participation in the Entry Process and/or the Program (as the case may be) there is no obligation on the part of Viacom18 to broadcast the Entry Process and/or the Program in which he has taken part, or any or all of his contribution as recorded by Viacom18.
13. The participant(s) and/or the Short Listed Participant(s) and/or the Selected Participant(s) agrees that he shall hold harmless the Channel, Viacom18, its employees, officers or any other person in relation to any mental or physical or psychological injury/damage/harm/loss suffered by him, in any manner, whatsoever in connection with the Entry Process and/or the Program and 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 against the Channel and/or Viacom18 to claim any damages or relief or otherwise.
14. Employees of the Channel and/or Viacom18 and/or the sponsor of the Program (if any) and the members of their immediate family, persons with criminal convictions, persons other than citizens of India, are ineligible to enter the Entry Process.

15. Participation of the participant(s)/Short Listed Participant(s)/Selected Participant(s) in the Entry Process shall be construed that the participant(s) has waived their rights to dispute any decision(s) made by Viacom18 and/or the Channel in connection to the Entry Process and that the participant(s)/Short Listed Participant(s)/Selected Participant(s) agrees to all the decision(s) made by Viacom18 and/or the Channel and that all the decision shall be final and binding upon the participant(s)/Short Listed Participant(s)/Selected Participant(s). No correspondence in this regard shall be entertained.
16. The participation of the participant(s) in the Entry Process shall mean that the participant(s) has read, understood, accepted and agreed to abide with all the rules including the general rules of the Entry Process.
17. The terms of this rules and regulations shall be construed in accordance with the laws of India and incase of any dispute or other matter arising in reference to the Entry Process shall be referred to a sole arbitrator appointed by Viacom18 and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the natural and/or the legal guardian of the participant(s) who has raised the dispute.