

## TERMS AND CONDITIONS

The Terms and Conditions shall be in two parts (a) Specific Terms and Conditions for each Contest and Basic Terms and Conditions for the Contest.

### A. SPECIFIC TERMS AND CONDITIONS:

The following are the rules and regulations for registering in the “**SONY NAVIKA**” program being run by Sony Pictures Networks India Private Limited (“**SPN**”). By Registering for the Sony Navika Club (“**Program**”), you (“**Participant**”) signify your assent to these Terms and Conditions stated below.

1. The Sony Navika Program shall be an ongoing program. The Sony Navika invites the female viewers of channel SET (“**Channel**”) to become members of the SET Family by providing their personal information (“**Information**”). Participants have to mandatorily register in the manner provided herein below.
2. **How to register:** Participants can register for the Sony Navika Club by using the Registration Mode mentioned below:
  - a. *Participation through missed call:* Participant(s) interested in participating in the Sony NAVIKA Program have to give a missed call through their valid cell phone number on 92230 92230 . On giving such missed call Participant(s) will be called back to complete the registration for the SONY NAVIKA CLUB :

SPN will thereafter contact the Participant on his/her valid cell number through which such Participant gave a missed call, either through itself or through its appointed agency (“**Agency**”) and complete the registration process for such Participant on the basis of the personal information provided by such Participant for the mandatory fields mentioned in clause 2(d) herein below and any other information as may be required by SPN. The Participants by providing the aforesaid sensitive personal information to SPN/ Agency hereby agrees that SPN/Agency shall have the right to share the information so collected with such other third party as SPN/Agency are required for the purpose of the Sony Navika Program and for any marketing/promotional activities of SPN and hereby agrees that they shall not file any claim against SPN/Agency for sharing for such personal information. Participants further agree and acknowledge that by participating in the Sony Navika Program through missed call they agree to receive such SMS/calls from SPN/Agency in relation to the registration process/information of the Sony Navika Program and for any other marketing/promotional activities.

Participant(s) understand that maximum one (1) attempt will be made to contact the Participant on his valid cell phone number. In the event SPN is unable to contact the Participants (due to the number being busy, switched off, unavailable, call not answered, etc.), the Participant(s) will be disqualified.

- b. Any other mode as may be decided by SPN in its sole discretion.

3. Mandatory fields shall include: gender(only females are eligible for the membership of the program), age and pin code which have to be furnished at the time of registration
4. All recordings of the registration process become the exclusive property of the Channel and will not be shared . Participant shall be solely responsible for his/her own Registration and the consequences of sharing them on the IVR
5. *Registration confirmation:* Post the completion of registrations, SMS confirmations will be sent to all the confirmed members who have given their valid details and valid cell phone number in the Registration form.
6. **Benefits of Sony Navika:** Participants who have successfully registered in the Sony Navika Program on the Website will be entitled to certain benefits as per the sole discretion of SPN including but not limited to receiving SMS, promotional calls and e-newsletters, updates of new shows on the Channel and various marketing and promotional activities. SPN shall not entertain any queries on the same. It is expressly stated and clarified that merely registration in the Sony Navika Program does not entitle the Participants to receive any benefits from SPN/Channel and SPN shall at its sole discretion decide the mode, manner and distribution of the benefits to the Participant(s).
7. Providing information to us is your choice. The primary purpose for the collection of personal information as stated above is for the Channel to know its target audience, their feedback on the content of the Channel, perception of the Channel, to analyze the information to bring about necessary changes etc. and also to communicate with the user in connection with the activities, promotions of the Channel. By participating in the Sony Navika Program and by providing the aforesaid sensitive personal information as per terms herein) , Participant hereby consents to receiving information about various marketing promotional activities/events of SPN including but not limited to receiving information/being contacted by the research team of SPN. However, by registering on the Website, you agree to allow us authorized use of your information and agree to be bound by the "Privacy Policy" available on this Website i.e. <http://www.setindia.com/us-en/privacy-policy>.
8. Only completed registration forms will be eligible for the membership of the SONY NAVIKA CLUB
- 9.
10. Participants may opt out by sending an SMS to the Channel and/or SPN or as per the options enumerated during the IVRS/SMS route by SPN.
11. The Channel shall not be responsible or liable for any technical disruption and/or failure/ and/ or any other difficulties of such nature, due to which the Participant is unable to complete the registration or participate in any other process including participation in weekly quizzes etc or any technical disruption and/or failure/ and/ or any other difficulties of such nature, due to which the Company and/or the Channel is unable to intimate the Participant.
12. The Channel reserves the right to disqualify any Participant(s) from participating in the Sony Navika Program without assigning any reason. The decision of SPN and/or the Channel in this regard shall be final and binding upon the Participant(s).

**B. BASIC TERMS AND CONDITIONS:**

Following are the terms that shall be applicable to the Activity:

1. The Activity is open only to Female Indian citizens, residing in India. Citizens and/or residents of countries other than India are not eligible to participate. Citizens and/or residents of countries other than India residing in India are not eligible to participate.
2. The Participants must be adults having attained the age of eighteen (18) years to participate in the Activity as on the date of the Activity.
3. All persons fulfilling conditions mentioned in section 1 & 2 shall be hereinafter referred to as “Participants”)
4. Activity shall be open for participation as per the timelines specified in the T&Cs for Activity.
4. Employees, agents and promoters (including their immediate family members) of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Activity in any manner, are not eligible to participate in the Activity.
5. The Activity terms and conditions shall be mentioned on SPN website <http://www.setindia.com> (“Website”). The Participants agree that by participating in the Activity, the Participants shall be bound by the terms and conditions provided at the Website.
6. The Participants shall be required to provide basic personal information about them including but not limited to Participants name, address, telephone number or mobile number and email address in order to register and participate in the Activity. The information provided by the Participants may be used by SPN for internal purposes and to send in the future to the Participants promotional information pertaining to the SPN network.
7. The specific requirements for the Activity shall be outlined in the T&Cs of the Activity.
8. For the Activity, each Participant must submit their complete entry in order to qualify as an entrant in the Activity (“Entries”) through Specific Mode of Participation specified in Specific T&C’s stated at end of this T&C.
9. Participants entering the Activity may submit any number of Entries so long as such Entries meet SPN’s criteria as specified in these T&Cs even if not chosen as the final winners of the Activity and any Participant may at SPN’s sole discretion be declared a winner of the Activity.
10. Participants should ensure the accuracy of the information provided by them at the time of entering the Activity.
11. The Prize(s), when the same are in form of some tangible goods or materials or vouchers, shall be sent by post and/or courier to the Winners as per the address specified by them at the time

- of registering for the Activity. SPN shall not be responsible if any Prize(s) is damaged in the course of delivery through post and/or courier.
12. Participants agree no clarifications on the questions and the answers used in the Activity shall be entertained by SPN.
  13. By participating in the Activity, each Participant agrees to follow these Terms and Conditions and is deemed bound by any decisions made by SPN in its sole discretion, including any interpretations of the Terms and Conditions.
  14. SPN including its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees shall not be responsible for any loss of Entries for any reason whatsoever including, due to any technical problems for Entries received after the deadline as a consequence of computer service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced Entries. The Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions.
  15. SPN reserves its right to select and declare or not to declare the Winners in the event no Participant has submitted correct answers. Decision of SPN in this regard is final and no correspondence in this regard will be entertained.
  16. While accepting the Prize(s), the Winners may be required to sign an "indemnity and release of claims" form provided by SPN, as the case may be, which shall release SPN of all liability. Failure to complete and sign any documents requested by SPN may result in disqualification and selection of an alternate Winner. All decisions of SPN are final in this regard.
  17. Mere participation/submitting Entries in the Activity do not entitle the Participants to win any Prize(s).
  18. The Prize(s) if any will be awarded to the Winners pursuant to verification and in accordance with these Terms and Conditions.
  19. SPN may refuse to give the Prize(s) to Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Activity under these Terms and Conditions.
  20. The Prize(s) shall be delivered to the Winners subject to submission of all relevant documents, if required in accordance with these Terms and Conditions of the Activity.
  21. The Prize(s) are not transferable, assignable or exchangeable for cash equivalent. Only the prize Winners and no other person or agent, may claim the Prize(s).
  22. In case the Winners is / are found to be in violation of any and all rules of the Activity, SPN reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winners to refund the Prize(s) won.

**Sony Navika Activity**

*Terms and Conditions Ver.1.0*

23. SPN has the right to substitute the Prize(s) with other prizes of equal value, as determined by SPN in its sole discretion.
24. SPN has the right to amend (add, delete or modify) the Terms and Conditions governing the Activity, prospectively or retrospectively, at its discretion and without prior notice.
25. SPN reserves the right to disqualify any participant if it has reasonable grounds to believe that the Participant has breached any of these Terms and Conditions.
26. SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Activity is provided "As is" without warranty of any kind. SPN makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any particular purpose.
27. Under no circumstance, unless due to wilful misconduct or gross negligence, shall SPN and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against SPN their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Activity.
28. By entering into the Activity, the Winners/Participants waive all copyrights including but not limited to Intellectual Property Rights (IPR) and moral rights, rights of publicity and any related rights and consents to SPN's right to use the pictures uploaded by the Participant(s) the captioned posted for the Activity , picture, tape or portray him/her as a Activity Winners, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The prize Winners also consent to SPN's right to use his/her name, voice or picture, or the content of his/her Activity Entry (collectively, the "Publicity Rights"). SPN can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with SPN. SPN shall also be free to use any ideas, concepts, know-how or techniques contained in the entries received for the Activity for any purpose.
29. SPN does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participants or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Entry of a Participant at any stage of the Activity.
30. Under no circumstance shall SPN including the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if SPN has been advised of the possibility of such damages.

**Sony Navika Activity**

*Terms and Conditions Ver.1.0*

31. Non-conformance by any Participant and /or Winners of the Activity will result in immediate disqualification of the Participant from participation or winning the Prize(s) as the case maybe.
32. SPN reserves the right to withdraw or discontinue and/or terminate the Activity at any stage without prior notice and without any liability whatsoever to the Participants.
33. The decisions of SPN and its representatives shall be final and binding on all aspects of the Activity.
34. Participation in the Activity by posting the Entries will be deemed as an acceptance of the above stated Terms and Conditions.
35. Participants are providing their personal information to Sony Pictures Networks India Private Limited and such information will only be used for SPN's internal purposes and to send Participants promotional information in the future pertaining to the Channel/SPN/Website. Participants hereby agree that the any communication sent shall be deemed to be commercial communication which is transactional in nature under the provisions of The Telecom Commercial Communications Customer Preference Regulations 2010 an/or any amendment/renactment thereof.
36. All taxes, levies and duties due and owing under applicable and statutory laws in connection with all Prize(s) if any, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize(s) Winners.
37. SPN shall not be responsible for any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons.
38. SPN shall keep all the information collected from the Participant's confidential. SPN shall ensure that the Participants are contacted by SPN and SPN shall not share the information so collected with any party, save and except for the purpose of the present Activity. The Participant's by providing the aforesaid sensitive personal information hereby agree that SPN shall have the right to share the information so collected with such other third party and SPN as required for the purpose of the Activity and hereby agreed that they shall not file any claim against SPN for sharing for such personal information. Please refer to Channel's Privacy Policy <http://www.setindia.com/privacy.php> that governs the use of your personal information. Participant entering into this Activity agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the website [www.setindia.com](http://www.setindia.com) in addition to the conditions set out in this document which shall govern the Activity;
39. SPN shall deal with any Data/information including sensitive personal information, if any, that it receives from SPN or otherwise collects, holds, uses and processes in the following manner: (a) Company may also disclose Data/information including sensitive personal information, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external

advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from SPN; (b)The level of data protection using technical, managerial, operational and physical security control measures by SPN shall be such as to be in compliance with all applicable laws including but not limited to Information Technology Act, 2000 and Privacy Rules; (c) The term 'Data/information' including sensitive personal information, if any, shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver's license number, permanent account number (PAN), or other details pertaining to the identity of the Participants.

40. Participants confirm that any details uploaded by them or any part thereof do not infringe upon the statutory rights, common law rights, intellectual property rights including copyrights in literary, dramatic, musical or motion picture rights, patent rights or the trademark or trade names of any person, firm, corporation, association or entity whatsoever. Neither the Pictures nor any part thereof violate the statutory rights of, or the right of privacy, or constitute a libel or slander against any person, firm, corporation, association or entity whatsoever, or violate any other rights not herein specifically enumerated. No pictures or any part thereof shall be defamatory or contribute contempt of court or breach of contract, or breach of any provision of statute, nor hurt the sentiments of religious groups. In the event of any infringement and/or any unlawful usage of any information including pictures provided by the Participants, SPN shall not be held liable on any account whatsoever.
41. The Activity shall be governed by and construed in accordance with the applicable laws in India
42. All matters with respect to the Activity are governed by the laws of India and shall be subject to the exclusive jurisdiction of the competent courts in Mumbai only.