

**TERMS AND CONDITIONS FOR PARTICIPATION IN PRELIMINARY SELECTION FOR
“AAPKA COLORS CRICQUIZ” (“TERMS AND CONDITIONS”)**

Viacom 18 Media Private Limited (hereinafter referred to as "**Organiser(s)**")/ "**Viacom18**") is the owner of the television program provisionally titled "**Aapka Colors CricQuiz**" ("**Program**"). This Program shall be produced by a third-party production house ("**Producer**") for and on behalf of the Organiser.

The Program is a quiz based reality program for family entertainment where a group / team of two (2) individuals participate as a team ("**Participant Teams**") and answer cricket based questions over multiple rounds.

For selection of the Participant Teams in the Program, the Organisers are conducting a quiz and interview ("**Preliminary Selection(s)**"). The Program and rounds of Preliminary Selections require mentally and physically strong Participants to participate in various tasks and only those Participants who are ready for such challenges and have the psychological strength to withstand the risks and efforts involved in the tasks are advised to apply.

The Preliminary Selections are open for all the legal residents of United States of America who have attained 18 years of age as a team of two. The Participant Team's participation shall be governed by the terms and conditions as well as other rules relating to the Preliminary Selections as the Organiser / Producer may require.

1. Participation Mechanism.

a) Submission of Entry Form:

Organiser invites participation(s) in the Preliminary Selections (for its Program) from amongst the viewers of the "**Aapka Colors**" ("**Channel**") by submitting the completed entry form available at <https://forms.gle/WrKxVnUHQwaHfCb19> "**Entry Forms**". Entry Forms would require details of the participant and one or more questions.

The Participants may also request for the Entry Form by writing to email ID or by calling up the phone number shared in the promos aired on the Channel. The Entry Form will be shared to each interested Participant on his/her email thereafter on such email/telephonic request.

Participants can then visit <https://forms.gle/WrKxVnUHQwaHfCb19> and submit the Entry Form. Interested participants may submit the Entry Form latest by May 31, 2019 (23.59HRS) (EST). Any Entry Form received after the timelines as mentioned above shall not be entertained and shall be considered ineligible for the Preliminary Selection.

By submitting the Entry Form, the Participant agrees to abide by the terms and conditions of the Preliminary Selections which are also hosted on the website of the Channel having url as: www.aapkacolors.com and those of the Program as advised from time to time.

b) Shortlist of Participant Teams:

First Shortlist of Participant Teams: Organisers may select a shortlist of Participating Teams, with the highest number of correct answers with further selection via a lucky draw ("**First Shortlist of Participant Teams**" or "**First Shortlist**").

This First Shortlist of Participant Teams would then be eligible to participate in the next round of online video chat based interview and selection process.

Second Shortlist of Participant Teams: The Participant Teams shortlisted in the First Shortlist agree and permit the Organisers and their service providers to contact them through online mode via video call through any of the popular video call / chat applications selected / chosen by the Organisers for the next round of interview and selection process. The interviews would be carried out at such date and time as may be determined by the Organiser, which will be communicated to the shortlisted Participant Teams atleast two (2) days in advance through the email IDs of the teams registered with eth Organiser.

During this Interview, the Organiser shall ask shortlisted Participant Teams the questions relating to cricket. The Participant Teams who give correct answers of the maximum questions and best answers to any open ended questions, would be put through a further the lucky draw and so select a further shortlist of Participant Teams ("**Second Shortlist of the Participant Teams**" or "**Second Shortlist**") who will then be eligible to get an opportunity to participate in the Program subject to each member of the Second Shortlist of the relevant Participating Team agreeing to terms and conditions for participating in the Program.

Entries at each stage would be judged by a panel of judges appointed by the Organiser and decision of such judges shall be final. No members of any Participant teams shall dispute the decision of the judges / Organiser / Producer at any point of time.

2. Information / Details Required at Various Stages:

- a. Information to be submitted by the Participants as a part of the Entry Form shall include their name, email ID, city of residence, date of birth, phone number, photo graph and all valid proofs of name/ age/ address/ residence and/or any other document if and as may be required by Organiser from time to time. Such details shall be referred to as the "**Participant Information**".
- b. The Participants hereby consents and permits the Organiser, Producer, their affiliates, service providers and vendors to collect, store, use the Participant Information only as may be necessary for the purpose of the Program, Preliminary Selections and any other lawful purposes connected thereto.

3. Terms and Conditions

Participant Teams and the members (each member a "Participant") thereof further agree to the terms and conditions (as attached) and agree to comply with terms therein including any abiding of any other terms and conditions that the Organiser / Producer may set out. Detailed terms and conditions / rules and regulations follow on the next page.

Rules and Regulations for Participation:

1. The participation in the Preliminary Selection is voluntary, no participation fees shall be payable for participation in the Preliminary Selection and Participant agrees to bear all risks, costs & consequences arising from such participation in the Preliminary Selection and/or the Program (if selected).
2. Participant hereby represent and undertake that all information submitted through the Participation Mechanism are complete, true, accurate and in no way misleading or incorrect.
3. Multiple entries per Participant is not allowed.
4. Employees of the Organiser, Producer, its auditors, contracting parties which have been appointed from time to time, and employees of the Organiser's affiliates and their respective families are ineligible to participate in the Preliminary Selection / Program.
5. Participant Teams when informed by the Organiser of being shortlisted for Preliminary Selection / next rounds is required to confirm their participation, in a manner, determined by the Organiser, within 24 (twenty four) hours of being informed and confirm the acceptance of participation along with providing Participant requisite information along with the requisite proofs and such other information / documents as may be required by the Organiser of the selected Participants.
6. The shortlisted Participant Teams for the Preliminary Selection will be contacted by the Organiser through email of the Participant Teams as registered with the Organiser. Any non-acceptance / delay / non-availability of either Participant from the relevant Participant Teams shall automatically disqualify the shortlisted Participant Teams (and both Participants) from participating in the Preliminary Selection / Program.
7. In case the shortlisted Participant Teams are not reachable on the phone number provided or any other means of contact as may be instructed by the Organiser, the Organiser reserves the right to select another Participant Team as the shortlisted Participant Teams.
8. The Organiser shall not be responsible for any technical disruption and/or failure/ server or internet problems and/ or any other difficulties of such nature, due to which the shortlisted Participant is unable to participate in the Preliminary Selection.
9. Each shortlisted Participant Team shall have in his/her possession on the date of the Preliminary Selection / Program such valid and subsisting legal documents to prove his/her age and other Participant Information. At the Organiser's request, Participant shall submit: (i) valid proofs of identity, age, residence; (ii) any other document as may be required for participation in the Preliminary Selection, in consonance with the prevalent laws and/or any other documents as may be required by Organiser from time to time. The aforesaid documents shall be required only for the purpose of the Preliminary Selection / Program or for any other purpose.
10. Additionally, both members of the shortlisted Participant Teams shall also sign and submit all such necessary documents/ release letters/ declaration letters/ no objection letters/ certificates/ agreements etc., as required by Organiser and/ or their authorized representatives from time to time, in relation to the Preliminary Selection and/or for participating in the Program (if selected)
11. By registering per the Participation Mechanism, each Participant of the Participant Team represents that he/she is medically fit and do not have present or past psychological ailments. If in the past he/she has had any psychological ailments or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Organiser in writing along with a copy of the certificate from a qualified medical practitioner declaring him / her to be fit for participation in the Preliminary Selection and if shortlisted / selected in the Program. Organisers will not share this data with any of its service providers.
12. Mere participation in the Preliminary Selection does not entitle the Participants / Participant Teams to be selected or shortlisted for the Preliminary Selection. The Participant Teams will be shortlisted for the Preliminary Selection / Program by the Organiser as mentioned above. The selection process may vary and shall be as per the Organiser's sole discretion. The Participants / Participant Teams or any third party shall have no right to question the process of selection. All decisions relating to shortlisting / selection including number of shortlisted Participant Teams shall solely vest with the Organiser and all decisions of the Organiser relating to the same shall be final and binding on the Participants and Participant Teams.
13. The Program is proposed to be held in United States of America at a place and time as may be informed by the Organiser.
14. Organiser shall have unfettered right / authority (at their discretion) to disqualify any Participant Teams / Participant from Preliminary Selection / Program and/or participation in the Preliminary Selection / Program (at any point) if the

Participant Team / Participant fails to comply with any of the terms and conditions stated herein.

15. The shortlisted Participant teams (and member Participants) understand, agree and acknowledge that in the event that he/she/they cannot comply with any of the requirements indicated by the Organisers / Producers / their service providers for any reason, such shortlisted Participant Teams shall not be considered as a eligible and such shortlisted Participant Teams (and constituent Participants) hereby waive all rights to claim participation or make any other claims against the Organiser with respect to this Preliminary Selection.
16. The Participant understands that answering the question correctly in the Entry Form does not guarantee the Participant to participate in the Preliminary Selection. The Organiser expects several Participants to submit the correct answer. Hence out of all the correct entries that the Organiser receives, lucky participant(s) shall be shortlisted by the Organiser for the Preliminary Selection via random selection.
17. All costs including cost of participation in the Preliminary Selection, subsequent selection process; cost of travel to reach the location of the Preliminary Selection / shooting of Program (if selected), subsequent rehearsals venue, location of shoot of the Program, etc. including the hotel, accommodation, costumes, make up, visa cost (if applicable), other personal expenses and/or any other expenses of any nature, shall be borne solely by the Participant Teams / Participant for him/herself/themselves and their companions (if any), and no monies will be reimbursed to the Participant / Participant Teams or the companions, nor any monies be claimed from the Organiser and or Producer.
18. Participant Teams / Participants shall maintain the decorum at time of online selections / shortlisting and shall abide by the rules and regulations thereof. Further the instructions of Organiser shall be adhered to strictly. Any Participant Teams / Participants who act in contravention to the instructions of the Organiser or creates nuisance either to the Organiser, Producer or to any other person, shall immediately be disqualified from participating in the Preliminary Selection or the Program or the online selections / shortlistings shall be terminated immediately (entirely or for them).
19. The Participant Teams / Participants can participate in the Preliminary Selection in any regular attire and it should be as per the prevalent cultural norms of United States of America and will have to be arranged by the Participant Teams / Participants themselves. Organiser shall have the right to stop the performance of any act during the Preliminary Selection which in the reasonable opinion of the

Organiser is obscene / vulgar / indecent or even for other reasons.

20. Notwithstanding any other provisions in these rules and regulations, the Organiser may, at their sole and absolute discretion, cancel or reschedule the Preliminary Selection, or hold additional selection rounds on such other dates and at such places as it may determine and the Participant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Organiser and shall attend at any and all such additional rounds of selection.
21. Acceptance of these rules and regulations by the Participant(s) / Participant Teams constitutes permission for the Organiser, its affiliates and vendors to click photographs, record videos of the Participant(s) / Participant Teams and use the participant(s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever subject to local laws and the Participants / Participant Teams undertake and agree to the same.
22. Participant Teams and Participants agree and acknowledge that Participant Information would be processed by the Organiser, Producer, their affiliates and vendors for the purpose of this Preliminary Selection and none other. Participant Information might also be shared with employees of Organiser advertising service providers / Organiser's contractors.

Only where required for the purpose of the Program / promotion thereof and connected aspects, certain Participants Information might also be shared with third party vendors (for e.g., hotels, airlines, tour operators etc. where information is shared for the ease of booking/performing services) for the purpose of making travel arrangements (if any). The collection and use of this information shared with them will be governed by the third party's privacy policy and Organiser shall in no way be held responsible for any aspect of the third party's services.

By providing Participant's personal information i.e. mobile no., email id, Participant Teams / Participants provide his/her/their consent to Organiser to send SMS or call or email either of the Participants for any kind of communication, promotions, events etc. Information sent to one Participant of the Participant Team shall be deemed to be provided to the Participant Team. Any information from or acceptance by one Participant of the Participant Team shall also be deemed on behalf of the Participant Team.
23. If required by Organiser for the purposes of the Preliminary Selections / Program, Organiser, their affiliates and vendors may collect financial

- information only if required for grant of any gratification at the end of the Program etc. and may not use for any other purposes. Organiser or their service providers will notify the Participant / Participant Teams if they require to process Participant's financial information for any other purposes prior to the processing and seek relevant consent.
24. The Participants / Participant Teams shall not dispute the decision of the judges members at any point of time. The performance of each Participant Team would be judged by judges based on parameters decided by the Organiser in its own discretion.
 25. The Organiser will not be responsible for any loss / theft of belongings of the Participants before / during / after the Preliminary Selections / subsequent Selection / Program.
 26. The Organiser, judges, the host, the advertising agencies, the sub-contractors used by Organiser for the Preliminary Selections / Program, and any person or entity connected with the Preliminary Selections, Program or production administration or judging the Preliminary Selections or the Program (the "**Relevant Parties**") shall be under no liability whatsoever to the Participant, in respect of any loss, damage suffered by the Participant arising from or pursuant to the Preliminary Selections / Program or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant / Participant Teams at any stage of the Preliminary Selections / Program and during production thereof whether or not caused by (1) the administration (including scheduling) of the Preliminary Selections / Program including any failure of transportation or inability for any reason to appear for the Preliminary Selection round before the judges / production of Program; (2) as a result of the decisions of the judges or Organiser; (3) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the host and/or Organiser; and/or (4) any printing, typographical or technological errors in any materials associated with the Preliminary Selections. Notwithstanding the generality of the foregoing, the Relevant Parties' liability is expressly excluded and they shall not be liable for any direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Preliminary Selections. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant / Participant Teams ; or circumstances beyond the Relevant Parties including the Organiser's reasonable control.
 27. The Participant Team / Participant of the Preliminary Selections / Program agrees that he / she / they shall be responsible, jointly and severally (at the discretion of the Organisers) for holding harmless the Relevant Parties including Organiser, their employees, officers, sub-contractors or any other person in connection with Preliminary Selections / Program and shall also not file in person/ through any third party any applications, criminal and/or civil proceedings in any courts or forum against sponsor and/or any of the Relevant Parties to claim any damages or reliefs.
 28. The Participant represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to Organiser / Producer. That the Participant is not required to be present before any authority including police or any court of law for a term of twelve (12) months from the date of application and has no other disability which would prevent his/her participation in the Preliminary Selections.
 29. Organiser have the right at any time to terminate /cancel the Preliminary Selections / Program without any prior intimation or notice to the public and also the Organiser / Producer and their affiliates are not obligated in any manner whatsoever to compensate any person or persons who have participated in the Preliminary Selections and/or Program and/or obligated to accommodate any person or persons who have been selected in the Preliminary Selections / Program.
 30. Organiser reserve the right to amend (add, delete or modify) the rules and regulations / terms and conditions governing the Preliminary Selections and/or Program and/or the participant selection process prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Preliminary Selections / Program or remedy any issues that occurrence.
 31. In case of any dispute or difference in respect of above, decision of Organiser shall be final and binding on all parties/persons.
 32. Recording Rights: Participant and Participant Teams further declare and state as under:
 - a) in lieu of the opportunity given to you to participate in the Preliminary Selections / Program, the Participant Teams / Participants unconditionally and irrevocably consent to the Organiser, their associates / affiliates / service providers to record / film my participation (both audio and audio-visual) in the Preliminary Selections / subsequent selection process and/or in the Program, interview the Participant Teams / Participant and the Participants /

Participant Teams shall source the same from his/her/their family members in relation to the Preliminary Selections / Program (including without limitation still images, name, voice, likeness, performance and biographical information etc.) (as per Organiser's creative discretion) ("**Footage**"). The Participant Teams and Participants further grant and permit Organiser, the right to broadcast / exhibit the Footage or otherwise transmit the same through any channel or via any media for any purpose including for promoting the Program/ Preliminary Selections or to further syndicate or distribute the same. However, the Organiser shall be under no obligation to actually use the Footage in connection with the Preliminary Selections / Program and/or for promotion of the Program/ Preliminary Selections.

- b) By submitting the Participant Information, the Participant and also by participating in the Preliminary Selections / Program, hereby waive all privacy rights and/or any other rights including but not limited to proprietary rights, and/or any privacy expectations that the Participants will have with respect to the collection, usage, storage, transfer and retention of the Information furnished by Participant.
- c) Participant further waives any moral rights which may now or hereafter be recognized, including without limitation any right to (a) approve any revisions, deletions, abridgements or other changes in the Footage, or (b) withdraw the Footage from distribution.
- d) all results and proceeds of every kind of the services heretofore and hereafter to be rendered by Participant in connection with the Preliminary Selections /Program shall be deemed to be "commissioned work" or "work-made-for-hire" (as per the Indian Copyright Act, 1957, amended from time to time) for Organiser. Accordingly, Organiser is and shall be considered the author and, at all stages the sole and exclusive owner of the Footage and all right, title and interest therein (the "**Rights**"), without any further compensation being payable to Participant / Participant Teams. To the extent the Rights do not automatically belong to Organiser, the Participant / Participant Teams irrevocably and unconditionally assigns to Organiser those Rights including all renewals and extensions of those Rights. Further, all rights which the performer is entitled to under the Copyright Act, 1957 are hereby assigned irrevocably to Organiser. Participant / Participant Team also agrees that Organiser shall also have the right to syndicate, license to third party,

edit, cut, translate, dub, package or alter the Footage or part thereof and/or to combine the Footage with other material or otherwise exploit for any purposes whatsoever. Participant Teams and Participants hereby agree and confirm that no other payments resulting from exploitation of the Footage shall become due and owing to the Participant / Participant Teams for any present or future uses or exploitations and Participant / Participant Teams hereby releases Organiser from any claims, obligations or liability relating thereto.

- e) Participants and Participant Teams warrant that he/she/they will not, in any media or platform and in any territory throughout the world, without the prior written consent of Organiser, publicize, discuss with or disclose to any third party or make any statement written or oral regarding the Preliminary Selections and/or Program, happenings in the Preliminary Selections and/or Program (including without limitation plots, backstage information, results etc.) the judges, the presenter, the format of the Preliminary Selections / Program and/or any other information relating to the Preliminary Selections /Program. Should Participant / Participant Team be contacted by a member of the press or any other person, the Participant undertakes to not disclose any information relating to the Preliminary Selections / Program and hereby undertake to refer them to the Organiser's publicity office. Participant / Participant Teams shall not disclose any information concerning the Preliminary Selections / Program to any person or party without the prior written approvals of the Organiser.
- f) Participant / Participant Teams hereby agree to indemnify the Organiser, Producer and their respective affiliates, sponsors, directors, officers, employees, agents, representatives in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by Organiser, Producer and their respective affiliates, sponsors, directors, officers, employees, agents, representatives as a result of the breach of any of my warranties, representations, obligations or undertakings contained herein. Organisers, Producers, and other indemnified parties mentioned may seek indemnity jointly or severally against each Participant.
- g) Participant Teams and each Participant agree and undertake that in any event, Participant shall not be entitled to enjoin and/or injunct the distribution and/or

exploitation of the Preliminary Selections / Program at any point of time.

33. In case of any clarification for the participation in the Preliminary Selections, the Participant can contact the Organiser either through email i.e. ccqusa@gmail.com or through telephone call i.e. + 1 201-637-9938.

34. Limitation of Liability:

- a) The Participant Teams and the Participant categorically agree that subject to limitation of liability, in the event any damage or imminent damage to the Participant (if any) is estimable, then damages shall be adequate relief in law. Accordingly, the Participant also agrees that it shall not be entitled to any (temporary or perpetual) injunctive relief (including preventive injunction) against the Organiser, Producer and their affiliates, even in the event of any breach (actual or threatened) by the either of the Organiser.
- b) To the extent permitted by law, the Organiser shall not be liable to the Participant Teams or any Participant in contract, tort or otherwise, whatever the cause thereof, for any loss of use, data, profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with the Preliminary Selections / Program. Further, Organiser's cumulative liability shall not exceed any damage actually suffered by any Participant proven and quantified by the competent court or USD 500, whichever is lesser.

35. Governing Law and Dispute Resolution:

- a) Governing Law: These rules and regulations, the Preliminary Selections and Program shall be governed by and construed in accordance with laws of India and subject to sub-section (b) below, the Participant submits irrevocably to the jurisdiction of the courts in Mumbai.
- b) Arbitration: If any dispute arises between the Participant and the Organiser hereto, in connection any aspect of the Preliminary Selection or Program ("**Dispute**") either party may give forty five (45) days' notice of invocation of the arbitration provisions contained herein ("**Arbitration Notice**"), to the other party in writing.

The arbitral proceedings shall be governed by (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time and the Parties hereby agree to resolve their

Dispute(s) by an arbitral tribunal consisting of a single arbitrator. In the event the Parties are unable to mutually agree upon a single arbitrator within forty (45) days from the Arbitration Notice, either party may approach the competent court who shall appoint such single arbitrator. The venue of the arbitration shall be Mumbai (India). The proceedings of arbitration shall be in English language.

The costs of arbitration proceedings shall be borne equally by the parties during the arbitral proceedings. However, the court or the arbitral tribunal (as the case maybe) shall have the discretion to determine as part of the award or the final order terminating the arbitral proceedings as to which party will pay the costs thereof.

