

## TERMS AND CONDITIONS

### Sonic Happy Hours Contest ("Contest")

1. This Contest is organized by Viacom18 Media Pvt. Ltd. ("Organizers") and is open to all ("Participants") for participation:
  - a. citizens of India
  - b. Person who are between the age group of 2 years to 14 years of age as on the date of the Contest
  - c. are viewers of the channel "Sonic" ("Channel")
  - d. who are mobile/landline subscribers of Airtel, Vodafone, Aircel, Idea, BSNL, MTNL Mumbai, Jio, Loop and Tata ("Service Providers") and
  - e. Participation by minors will be deemed as participation with the prior consent and knowledge of the Participant's parents.
  
2. **Modes of Participation:**
  - a) To participate in the Contest, a Participant needs to watch the Channel i.e Sonic every Monday to Friday between 3.30 pm and 7:30 pm during the Contest Period and give a missed call on the 10 digit unique toll free number which will be flashed on the Channel by way of an Aston ("**Missed Call Number**"). The Missed Call Number may vary every day during the Contest Period and shall commence with 86522\*\*\*\*.
  - b) Participants may participate more than once on daily basis to increase their chance of winning.
  - c) Each Participant can choose either their mobile or landline number as the mode of participation. For sake of clarify, if Participant gives more than 1 (One) missed call, then the mode through which the first missed call was given by the Participant (i.e whether mobile or landline) will be considered as valid method of participation for the purpose of this Contest.
  
- d) **Contest Period:** The Contest shall commence from 3.30 PM on October 15, 2018 and shall conclude at 7.30 PM on November 16, 2018 or on such date as decided by the Organizer ("**Contest Period**"). Each day of the Contest ("**Daily Contest**") shall commence at 3.30 PM on that day and end at 7.30 PM on the same day ("**Daily Contest Period**"). Any entries received after the Daily Contest Period/Contest Period shall not be entertained and will be considered as an invalid entry and shall be considered ineligible for the Contest.
  
- e) **Date of Announcement of Winners:** All the Winners shall be announced December 31, 2018 or on such date as decided by the Organizer ("**Date of Announcement of Winners**")
  
- f) **Selection of Shortlisted Participants:**
  - (i) At the end of each week of the Contest Period, from amongst the Participants who have submitted the entries in the manner provided in the "Mode of Participation" and have complied with the terms and conditions stated herein, Organizers shall select 1 (One) Participant from the Daily Contest, who has given the maximum number of missed calls on the Missed Call Number, as determined by the Organizer basis the details available with the Organizer, as the shortlisted participant of the Daily Contest ("**Shortlisted Participants**"). Thus, a total of 5 (five) Shortlisted Participants will be selected at the end of each week of the Contest Period.
  - (ii) All the Shortlisted Participants for each particular week will be announced by the Organizer in the immediate next week, on such platform and in such manner as decided by the Organizer at its sole discretion. Thereafter, the Shortlisted Participants shall be contacted by the Organizers on the mobile/landline number from which they had validly

participated for verification purpose. The Shortlisted Participants shall be required to immediately provide the Organizers with such information as asked for by the Organizers during such telephonic verification and also the following documents within 24 hours of such request by Organizer or such shorter period as communicated by the Organizer, which will include: a) PAN card b) valid Passport c) Proof of citizenship– Aadhar card d) Birth Certificate/Identify certificate from school e) copy of NOC/consent of guardian e) such other documents as may be required by the Organizer from time to time, in such manner as required by Organizer.

- (iii) Upon telephonic verification and verification of the documents submitted by the Shortlisted Participants to the satisfaction of the Organizer, Organizer may select such Shortlisted Participants as the winner of the Daily Contest (“**Winner**”), strictly subject to satisfaction of verification. For sake of clarity, Shortlisted Participant(s) will be considered as final Winner(s) only when he/she has been specifically declared as a Winner by the Organizer and not merely when he/she has been contacted by Organizer or has been announced as the Shortlisted Participant(s). A total of 25 (twenty five) Winners will be declared for the Contest Period.

**(iv) Prize gratification Details:**

- a. The Winners of the Contest (as declared by the Organizers) would be eligible to win any one of the Prize as set out in the table below:

<b>PRIZES</b>	<b>Per unit approximate cost of prize element (in INR)</b>	<b>Total Winners Eligible to Win Prize Element</b>
Laptops	Approximately Rs 20000/- to Rs 30000/-	As determined by Viacom18 at its sole discretion
Hoverboard	Approximately Rs 20000/- to Rs 30000/-	As determined by Viacom18 at its sole discretion
Smart Phone	Approximately Rs 10000/- to Rs 20000/-	As determined by Viacom18 at its sole discretion
Tablets	Approximately Rs 9000/- to Rs 11000/-	As determined by Viacom18 at its sole discretion
Cameras	Approximately Rs 4000/- to Rs 5000/-	As determined by Viacom18 at its sole discretion
Google Home	Approximately Rs 4000/- to Rs 5000/-	As determined by Viacom18 at its sole discretion
Ear Pods	Approximately Rs 3000/- to Rs 4000/-	As determined by Viacom18 at its sole discretion
Watches	Approximately Rs 1000/- to Rs 2000/-	As determined by Viacom18 at its sole discretion
<b>Total Number of Prizes</b>		<b>25</b>

- b. For the sake of clarity, it is understood that each Winner of the Contest (as selected and declared by the Organizer) shall be entitled to any one of the Prize only as mentioned in the table above and the category of the Prize shall be decided by the Organizer at its sole discretion. The decision of the Organiser in this regard will be final & binding and is non-contestable.
- c. Further, each Prize set out above shall be determined by the Organizer in its sole discretion. Without prejudice to the aforesaid, the brand, exact cost, form, specifications, other

particulars, color, size, of the Prize shall be as determined by the Organizer in its sole discretion. The Organizer shall have the right to modify the Prize (or any item/element comprising the same) without assigning any reason for the same and the Organizer shall not be held liable for the same.

- d. Each Winner understands that entitlement to the Prize shall be subject to strict compliance of terms and conditions hereunder or otherwise specified by Organizers from time to time.
  - e. The Participants or any third party shall have no right to question the nature, form, type or number of the Prize/gratification being given by the Organizers.
  - f. Organizer takes no responsibility, liability or any other expenses for the Winners eligible to receive the Prize.
  - g. Prizes will be distributed at the end of the Contest Period, at such date and time as may be determined by the Organizer in its sole discretion subject to compliance of terms and conditions here and all instructions of Organizer from time to time.
- (v) After the Winners are announced, each Winner is required to approach the Organizer along with his/her guardian, in a manner, informed by the Organizer, within 24 hours of announcement and confirm the acceptance of the Prize along with providing requisite details as may be required by the Organizer. The Winner and each Winner's authorised guardian may also be required to sign a release letter in the format required by the Organizer and any confidentiality and release agreement and/or any other documents and writings, as may be required by the Organizer and/or its parent, subsidiary, and affiliate companies in relation to the Prize (as defined hereinafter). The Organizer may either forfeit the Prize or announce another Winner in place of the originally announced Winner if:
- a. the documents or details of the Winner are not correct in the opinion of the Organizer; or
  - b. documents so required are incomplete, misleading or untrue; or
  - c. the Winners and their respective guardians do not have valid passports or such other documents as may be required for the purpose of the Prize;
  - d. the Winner and respective guardian do not sign the confidentiality, release letter or any other documents required, if any, by Organizer in relation to the Prize; or
  - e. if the Winner do not approach the Organizer at the contact details provided by the Organizer, within 24 hours of the announcement of the Prize or such other timelines as required by Organizer.
- (vi) The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the missed call charges charged by the Service Provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the Service Provider without involving Organizers.
- (vii) All other costs and expenses including food and beverages, and any other costs and expenses not specifically covered by the Organizer and not set out herein shall be solely borne by the Winners and their respective parental guardians and no monies will be reimbursed by the Organizer, for any reason whatsoever. All incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant solely.
- (viii) In order to avail the Prize, the Winners may be required to collect the same from the office of the Organizers upon presentation of appropriate and credible government ID proof and may be asked to sign a release form as may be required by the Organizers. In the event the Winner does not present a credible government ID, the Winner shall no longer be entitled to the Prize and the Organizers may select another winner. The Organizers may in their sole discretion courier the Prize to the Winners if they so deem fit. In the event Organizer decide to courier the Prize and if

for any reason, the delivery of courier is not successful, Organizer shall not be responsible or liable for the same and Participant shall be solely responsible to immediately collect the Prize from Organizer, at their sole cost. If the Winner(s) fails to collect the Prize within a period of 7 (seven) working days, it shall be deemed that he/she has forfeited the Prize. Further, Organizer shall have no further liability in relation to the Winner.

- (ix) For the purpose of clarification and avoidance of doubt, the Prize does not include any personal expenses of the Winner and their guardians and the Winner shall be responsible for any additional expenses/incidental expenses required to be incurred to avail the Prize and/or incurred otherwise.
- (x) Notwithstanding anything stated herein, any person who has won any one or more contests organized by or for the channels Nick, Sonic, Nick Jr. and / or Nick HD+ in the immediately preceding 24 (twenty-four) months, shall not be eligible to win the Contest. Further, only one person per family shall be eligible to win the Contest, subject to compliance with the terms and conditions of the Contest. In the event there are multiple Participants/Winners belonging to the same family, the Organizer shall in its sole discretion, select only 1 (one) Winner from each family, in accordance with selection mechanism set out in these Contest Terms and Conditions.
- (xi) The Winner expressly agrees that in addition to these terms and conditions the Winners shall comply with any terms and conditions that may be stipulated by Organizer and/or its parent, subsidiary, and affiliate companies in relation to the Contest, any airline carrier regulations, and hotel policies etc.
- (xii) The Winner and respective guardian undertakes to perpetually maintain confidentially of all materials and information relating to the programming details, strategy, visit to any Organizer's offices or locations where Organizer programs are produced, and any other details that may come to the Winners and the guardians knowledge with respect to the Prize including without limitation, photographs, artwork, images, scripts, plots, dialogue, themes, programming strategy, internal discussions, etc.
- (xiii) The Winner hereby represents and warrants that he/she will comply with all the Rules associated with the Contest including but not limited to the Terms & Conditions mentioned herein, and on [www.sonicgang.com/happyhours](http://www.sonicgang.com/happyhours) and other terms and conditions associated with the Prize, and that the Winner shall personally be liable for any breach thereto.
- (xiv) In the event of unforeseen circumstances beyond the control of the Organizer, and the Prize not being made available to the Winner, the Winner shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest the Winner waives his/her right to make any such claims against the Organizer.
- (xv) The Participants acknowledge that they do not have any medical, physical and/or emotional condition which can jeopardize their eligibility for participation in the Contest.
- (xvi) The Winner acknowledges that the Organizer shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to him/her, either before, during or after the collection of the Prize and will not be attributed to the Organizer and the Organizer shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.

- (xvii) If the Winner is found to be causing any disturbance or disruption before, during or after the collection of the Prize then the Organizer and/or its affiliates shall have the right to immediately remove, disqualify or direct the Winner to leave the location, failing which the Organizer's representative shall forcefully remove the Winner from the location. Any claim or damage for the same will neither be entertained nor compensated by the Organizer.
- (xviii) The Prize shall not be transferable, negotiable and/or redeemable for cash. No request shall be entertained by the Organizer in this behalf. Only the Winner and no other person can claim the Prize for or on behalf of the Winner.
- (xix) The Participants/Winner(s) acknowledge that the Organizer shall not be liable for any costs, expenses, charges, fees, taxes, etc. incurred by the Participants/Winner(s) in participating in the Contest, and the Participants/Winner(s) shall be absolutely responsible and solely liable for the same. Prize not honored as required or otherwise not claimed within twenty-four (24) hours after notification or otherwise if the Winner is not available on date, time and venue as indicated by the Organizers, the Prize will be forfeited and awarded to an alternate winner unless otherwise stated. No request shall be entertained by the Organizers in this behalf and Organizers decision shall be final.
- (xx) The Participants shall not be entitled to win the Prize simply by the reason of participating in the Contest or answering correct answer. Further, the Winners so selected shall be entitled to win the Prize as set out hereinabove. The selection process may be revised and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection. In the event there is a tie between two participants as final Winner, then the same shall be resolved through a random draw.
- (xxi) The Participants hereby agree and undertake that mere announcement/declaration of being announced as Winner(s) shall not entitle them to the Prize. Only upon complying with all Rules mentioned herein, to the satisfaction of the Organizer, shall the winning be validated.
- (xxii) Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize/s, shall be payable by the Organizer of the respective prize/s.
- (xxiii) The Organizers shall not be responsible for the quality or deficiency, manufacturing defects or other defects etc. of the Prize/s and no claim or request, whatsoever, in this respect shall be entertained by the Organizers.
- (xxiv) Standard product warranty provided by the manufacturer of the Prize will be applicable. Organizer disclaims any and all liability with respect to any defects, deficiencies or issues concerning in relation to the Prize and Participant shall directly contact the manufacturer in relation to the same without any recourse to Organizer.
- (xxv) Employees of the Organizers and/or their associate, group company, parent company and affiliate companies/ concerns and/ or Sponsors will not be qualified for winning any Prize/s in the Contest.
- (xxvi) The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Contest and/or the Prize for the Contest and/or the Winners and/or the duration/ timing of the Contest, at any time at their own discretion and without any prior notice and without assigning any reason.

- (xxvii) The Winners shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/s from any party whatsoever.
- (xxviii) Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizers.
- (xxix) The Participant acknowledge that he/she will not hold the Organizers and/ or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
- (xxx) The Organizer shall not be responsible for any loss of entries for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the Contest Period; or for Prizes not reaching the Winner(s) due to any reasons; or for any reasons beyond the control of the Organizer.
- (xxxi) The Organizer is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Viewer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- (xxxii) Under no circumstance, unless due to willful misconduct or gross negligence, shall the Organizer 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 the Organizer has been advised of the possibility of such damages. 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 the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
- (xxxiii) The Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the Prize distribution in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants further knowledge or consent.
- (xxxiv) The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
- (xxxv) It is the Participants' responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate in order to be able to receive the Prize/ notification in time.

- (xxxvi) In order to avail the Prize the Winners must provide appropriate and credible government ID proof as required by Organizers and may be required to sign a release form as may be required by the Organizers. In the event the Winner does not present a credible government ID, the Winner shall no longer be entitled to the Prize and the Organizers may select another winner. The Organizers may in their sole discretion courier the Prize to the Winners if they so deem fit on the cost and expense of the Winners. The manner of delivery of the Prize shall be at the sole discretion of Organizer however all costs towards such delivery shall be borne by the Winner.
- (xxxvii) Participation herein is optional and voluntary at the sole discretion of the Participant and Participation in this Contest implies acceptance and compliance of all the Terms & Conditions of the Contest. Acceptance of the Prize/s by the Winner constitutes permission for Organizers, and its affiliates to shoot videos, click photographs of the Winner/s and use the Winner'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.
- (xxxviii) In case of any dispute or difference in respect of this Contest, the decision of the Organizers shall be final and binding on all concerned.
- (xxxix) This Contest shall be governed by the laws of India and shall be subject to jurisdiction of competent court/s at Mumbai alone.
- (xl) The decision of the Organizers in connection with the Contest will be final & binding and is non-contestable.

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