

TERMS AND CONDITIONS: "Play & Win" Contest

A. ACCEPTANCE OF TERMS AND CONDITIONS

1. The following terms and conditions ("**Terms and Conditions**" / "**T&Cs**") as set out below by **MSM Asia Limited and its group companies ("MSM")** in relation to the Contest (defined hereinafter) shall be a legally binding agreement between the Participant (defined hereinafter) and MSM.
2. By participating in the Contest, the Participant represents and warrants that the Participant has read, understood and accepted the Terms and Conditions.

B. ABOUT THE CONTEST

1. The contest "Play & Win" is an on-ground event ("**Contest**") to be held in the Oasis Mall located in Bahrain, Oman, Dubai and Sharjah (collectively called "**Venues**"). The details of the Contest shall be promoted on various platforms of MSM including but not limited to Network Channels - Sony Entertainment Television, Sony Max; Print, Radio, social media handles, Oasis Mall's Social Media page, in-mall branding, and regional Digital Partners ("**Platforms**").
2. The Contest shall be hosted/conducted at the Venues in the following manner:

	Venue location	Date(s) for the Contest ("Period")
1.	Bahrain	30 th September – 1 st October 2022
2.	Oman	7 th - 8 th October 2022
3.	Dubai	15 th October
4.	Sharjah	22 nd October 2022

C. ELIGIBILITY OF THE PARTICIPANT FOR PARTICIPATION IN THE CONTEST

1. The Contest is open only to the visitors at the Venue who are of Indian nationality and have attained the age of 18 years or above as on the date of the Contest. Nationals of countries other than India are not eligible to participate.
2. Employees, agents and promoters (including their immediate family members) of MSM and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
3. MSM reserves the right to disqualify any Participant from participating in the Contest without assigning any reason. The decision of MSM in this regard shall be final and binding upon the Participant.

D. HOW TO PARTICIPATE

1. MSM shall host this Contest during the applicable Period for the applicable Venue and for any person to be eligible to participate in the Contest ("**Participant**"), is required to register through a Whatsapp Number, that is available on the website, social media platforms and on ground ("**Registration**") providing basic personal information about them including but not limited

to Participant's name, contact number, address or any other details as may be required by MSM for the purpose of the Contest, in order to participate in the Contest. Participants should ensure the accuracy of the information provided by them in the Registration Form. Each Participant registered through the Registration Form shall be considered as an entry for the Contest ("**Entry**").

2. The Contest shall comprise of maximum 3 (three) questions that will be asked by the emcee to each registered Participant. The Contest requires the Participants to answer the questions correctly for them to be eligible for winning prizes in the Contest. Participants who fail to answer any of the questions correctly shall not be considered eligible for prizes offered in the Contest.
3. Participants agree that no clarifications on the questions and the answers used in the Contest shall be entertained by MSM.
4. Eligible Participants shall each win merchandise/goodies from MSM (each "**Prize**"). In order to be eligible for the Prize, the Participant should be able to answer at least 1 (one) question correctly. Each correct answer shall make the Participant eligible for receiving the Prize. Such Participants shall be instantly gratified with the Prize at the Venue.
5. MSM shall further select 2 (two) lucky winners from each country (Venues) from the pool of Participants who have responded correctly to all the questions, ("**Mega Winner(s)**") and announce the same at the end of each day of the Contest Period. The Mega Winners will get a chance to be an audience at the set of "*Kaun Banega Crorepati – Season 14*" and watch the shoot.
6. MSM reserves its right to select and declare or not to declare the Winner or change the number of winners for the Contest if no Participant has submitted entries up to the satisfaction of MSM. Decision of MSM in this regard is final and no correspondence in this regard will be entertained.
7. In the event of any discrepancy as to the date and/or the time of receipt of Entries, MSM shall have the final decision in resolving such discrepancy.

E. TERMS AND CONDITIONS TO CLAIM THE PRIZE

1. The Winner of the Contest shall be declared on the spot at the Venue or contacted directly through call/message on the contact number provided by the Participant in the Registration Form. If the Winner fails to confirm his/her details within 48 hours of the direct message, MSM will not make any further attempts to contact the said Winner. In the event, successful contact with the Winner is not established that Winner shall not be considered for the Prize and MSM may/may not choose another Winner at its sole discretion.
2. To claim the Prize, the Winner may be required to provide a copy of valid proof of identity, age and address or any other document as may be required by MSM. The Prize will be awarded to the Winner pursuant to verification and in accordance with these Terms and Conditions.
3. MSM reserves the right to announce the names of all the finalized Winners and use the name, photograph/video of the Participants for promotional purposes.
4. MSM shall provide the travel, lodging and boarding arrangements of the selected Winners who shall appear as an audience at the *Kaun Banega Crorepati* shoot.
5. While accepting the Prize, the Winner may be required to sign an "indemnity and release of claims" form provided by MSM, as the case may be, which shall release MSM of all liability. Failure to complete and sign any documents requested by MSM may result in disqualification and selection of an alternate Winner. All decisions of MSM are final in this regard.
6. MSM shall not be liable for any defect, loss, harm to the Winner while claiming the Prize and makes no representation and/or warranty regarding the same and hereby expressly disclaims all other warranties, express or implied including but not limited to any implied warranty related to the Venue.

7. MSM shall not be liable for any cost or expense over and above the Prize including without limitation delivery and travel expenses. The Prize cannot be exchanged for any monetary value.
8. Mere participation in the Contest does not entitle the Participants to win a Prize.

F. OTHER TERMS AND CONDITIONS

1. By participating in the Contest, each Participant agrees to follow these Terms and Conditions and to be bound by any decisions made by MSM in its sole discretion, including any interpretations of the Terms and Conditions.
2. The Participant represents and warrants to MSM that the Participants shall not post any profanity or abusive comments on any Platforms of MSM in any manner. In the event of any such profanity or abusive comments posted, such Participants shall be disqualified forthwith and MSM reserves its rights, in addition to removing such post, to take a legal action against such Participant.
3. MSM reserves the right in its sole and absolute discretion to amend/change/vary any of the terms and condition for the Contest including the Period at any time without any prior notice. By entering into the Contest, the Participant agrees to such amended terms.
4. The Participant agrees and understands that when registering/participating for this Contest, the Participant will be exposed to entries from a variety of sources and users, and that MSM is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such entries. The Participant further understands and acknowledge that he/she may be exposed to entries that is inaccurate, offensive, indecent, or objectionable, and he/she agrees to waive, and hereby do waive, any legal or equitable rights or remedies he/she has or may have against MSM with respect thereto, and agree to indemnify and hold MSM its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to his/her access to or use of the Platform.
5. MSM including their divisions, affiliates and subsidiaries, and their respective agents and representatives, owners, distributors, retailers, and advertising/promotion agencies, are not responsible for any loss of Entries for any reason whatsoever including, due to any problems caused, service providers, technical disruption and/or failure/ server problems and/ or any other difficulties for Entries received after the Period. Entries are void if unreadable, inaccurate, incomplete, tampered with, falsified, irregular in any way or otherwise not in compliance with these Terms and Conditions.
6. Please note, the participation in this Contest and participation in any other contest by virtue of victory in the Contest (if any) is free of cost. MSM does not demand any participation fees or any monies from the participants or the winners. There are also no lotteries, prize monies, cash prizes etc. distributed by MSM or any other person in the context of this Contest. The only precondition of participation in the Contest is in the manner detailed hereunder and any person who claims to be from MSM and offers any lotteries, prize monies, cash prizes etc. to anyone is defrauding the person and MSM shall not entertain any such claims.
7. MSM does not provide any implied or express warranties or guarantees with respect to usability and sizes of the Prize.
8. Prize is not transferable, assignable or exchangeable. The Prize cannot be negotiated or refunded, and by no means will cash equivalent be given. Only the Winner, and no other person or agent, may claim the Prize.
9. MSM has the right to substitute the Prize with other prize of similar or equal value, as determined by MSM in its sole discretion.
10. MSM 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. MSM 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.

11. Under no circumstance shall MSM 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 MSM 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 MSM and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
12. By entering into the Contest, the Winner waive all copyrights, rights of publicity and any related rights and consents to MSM's right to picture, tape or portray him/her as a Winner, 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.
13. The Participant consent to MSM's right to use his/her name, likeness, voice or picture or video footage, or the content of his/her Entry(ies) (collectively, the "**Publicity Rights**") on the social media platforms of MSM, the MSM's channel, channel's website or in mall promotions and otherwise.
14. **Privacy Policy:** This Contest requires the Participants and/or Winners to provide the following information including but not limited, name, email id, passport details, address and mobile number ("**Personal Identifiable Information**"). The Personal Identifiable Information is required to process the results of the Contest (for example, identifying entries, etc.), declare and inform the winners of the Contest and deliver the Prizes. The Participant by providing the aforesaid Personal Identifiable Information hereby agrees that MSM shall have the right to share the information so collected with such other third party as MSM is required for the purpose of the Contest and hereby agree that they shall not file any claim against MSM for sharing for such Personal Identifiable Information. By participating in the Contest, the Participant hereby consents to receiving information about various marketing promotional activities/events of MSM including but not limited to receiving information/being contacted by the research team of MSM.
15. Providing information to MSM is voluntary and the Participant's personal choice and such information will only be used for MSM's internal purposes and to send Participants promotional information in the future pertaining to the Channel/ MSM/ Website. By participating in the Contest, the Participant agrees to allow MSM authorized use of the Participant's information and the Participant agrees to abide by the Terms and Conditions of the Contest.
16. The transmission of information via technology is not completely secure. Although MSM strive to protect the Participant's personal data, MSM cannot guarantee the security of the Participant's data while it is being transmitted via the technology; any transmission is at the Participant's risk and without any liability to MSM.
17. MSM reserves the right to withdraw or discontinue and/or terminate the Contest at any stage without prior notice and without any liability whatsoever to the Participants.
18. Non-conformance by any Participant and /or Winners of the Contest will result in immediate disqualification of the Participant from participation or winning the Prize(s) as the case maybe.
19. MSM 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 Contest.
20. The decisions of MSM and its representatives shall be final and binding on all aspects of the Contest.
21. The Contest shall be governed by and construed in accordance with the applicable laws in UAE, including the privacy laws. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Dubai only.