RULES & REGULATIONS GOVERNING PARTICIPATION IN EVARU MEELO KOTEESWARULU PLAY ALONG GAME 2021

A. CONTEST DESCRIPTION:

"EMK Play Along Game" is a skill based online quiz game which is being hosted and can be played on the Sony Liv app which is owned by Sony Pictures Networks India Private Limited.

B. DEFINITIONS:

For the purposes of the Rules & Regulations, the expressions used as shown herein-under shall have the meaning ascribed to them as shown herein-below:

- a. "Producer" means Sun TV Network Limited.
- b. "Company" means "SPN" i.e. Sony Pictures Network Private Limited.
- c. "EMK Play Along Game" or "Play along game" or "PAG" means the general knowledge based online quiz titled "EMK Play Along Game" which will be played by the PAP (defined below) in accordance with the Rules & Regulations on SonyLIV;
- d. "Episode" means an episode of the Show (as defined below).
- e. "Fastest-Finger First/FFF" means that part of the Show where a question is asked to the selected on-show PAP(s), who in turn shall answer the same. The first on-show PAP to correctly answer the question shall be entitled to proceed to the Hot Seat as the Hot Seat Contestant.
- f. "Hot Seat Contestant(s)" means the winning contestant(s) of the Fastest Finger First round and who occupies the Hot Seat before the host of the Show to participate further in Show.
- g. "Sony Liv" or "App" means the OTT platform accessible as an application and through web, owned and operated by Sony Pictures Network Private Limited where the PAG will be hosted.
- h. "Play Along PAP(s)" or "PAP" means any person(s) who registers and / or participates in the PAG and who (i) is above eighteen (18) years of age as on August 23, 2021; (ii) is a citizen of India residing in India (iii) is of sound mind and health and (iv) agrees to enter into and participate in the PAG in accordance with the Rules and Regulations as defined in this document.
- i. "Rules & Regulations" means these rules and regulations governing the PAG, as stated herein in entirety and as may be amended by the Company from time to time;
- j. "Show" means the television series titled "*Evaru Meelo Koteeswarulu*" ("EMK") produced by Sun TV Network Limited and telecasted on its channel Gemini TV;
- k. "Stipulated Time" for the purposes of the PAG shall mean either (i) the period until which the Company permits a PAP to answer any question forming part of the PAG; or (ii) the time taken by the Hot Seat Contestant to answer the question, whichever is lower, subject to a minimum of 15 seconds;
- I. "Daily Lakhpati" means the top 1 PAP who has scored the highest points for a PAG for any Episode of the show (or part thereof).

- m. "Top 9 Winner(s)" means the next top 9 PAPs who have all scored the highest points for a PAG for any Episode of the Show (or part thereof).
- n. "Top 500 winner(s)" means the top 500 PAPs who have all scored the highest points for a PAG for any Episode of the Show (or part thereof).
- o. "Next Top500 Winner(s)" means the top 500 PAPs post selection of the other category winners who have all scored the highest points for a PAG for any Episode of the Show (or part thereof).
- p. "Winners" shall mean either the Episode Winner(s) or Weekly Winner(s)) or any other winner as may be determined by the Company in terms of the Rules & Regulations.

C. ELIGIBILITY CRITERIA

In order to participate in the PAG, all the following conditions need to be fulfilled:

- Individuals should have registered and / or participated in the PAG via the App; and
- should be above eighteen (18) years of age as on August 23, 2021;
- Should be a citizen of India residing in India
- Should be of sound mind and health and
- such individual agrees to enter into and participate in the PAG in accordance with the Rules and Regulations as defined in this document.

D. PROCEDURE TO PARTICIPATE IN THE PLAY ALONG GAME:

1. Participation

a) Eligible PAPs, should participate in the PAG by registering on the Sony Liv App in the EMK Play Along Game (PAG) section. The PAG will be available on the App as per the following schedule:

Ep No.	Date when PAG is available for playing	
1	23 August 2021	
2	24 August 2021	
3	25 August 2021	
4	26 August 2021	
5	30 August 2021	
6	31 August 2021	
7	01 September 2021	
8	02 September 2021	
9	06 September 2021	

10	07 September 2021	
11	08 September 2021	
12	09 September 2021	
13	13 September 2021	
14	14 September 2021	
15	15 September 2021	
16	16 September 2021	
17	20 September 2021	
18	21 September 2021	
19	22 September 2021	
20	23 September 2021	
21	27 September 2021	
22	28 September 2021	
23	29 September 2021	
24	30 September 2021	
25	04 October 2021	
26	05 October 2021	
27	06 October 2021	
28	07 October 2021	
29	11 October 2021	
30	12 October 2021	
31	13 October 2021	
32	14 October 2021	
33	18 October 2021	
34	19 October 2021	
35	20 October 2021	
36	21 October 2021	
37	25 October 2021	
38	26 October 2021	
39	27 October 2021	
40	28 October 2021	
41	01 November 2021	
42	02 November 2021	
43	03 November 2021	
44	04 November 2021	
45	08 November 2021	
46	09 November 2021	
47	10 November 2021	
48	11 November 2021	
49	15 November 2021	
50	16 November 2021	
51	17 November 2021	
52	18 November 2021	

53	22 November 2021	
54	23 November 2021	
55	24 November 2021	
56	25 November 2021	
57	29 November 2021	
58	30 November 2021	
59	01 December 2021	
60	02 December 2021	

- b) The above-mentioned schedule could be added to, modified or cancelled based on programming/ technical requirements of the Producer or in the event the Show is for any reason rescheduled, extended, cancelled or terminated early, at the sole discretion of the Producer.
- c) The mobile number from which the registration is received will be used to identify the PAP as a unique identification number. We urge PAPs to use numbers where they would be clearly identified as the PAP of the Contest.
- d) Any entry for participation in the PAG is not transferrable.
- e) The PAP may be required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and attested photocopies of either (i) passport/driving license or (ii) PAN Card along with birth certificate and ration card or (iii) voter identity card with birth certificate (iv) UID/Aadhar Card.
- f) The Company and Producer Producerhas the right at any time to require proof of identity and/or eligibility. The failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within the time as stipulated in the Rules & Regulations or upon request by the Company may result in disqualification. The Company and Producer also reserves the right to disqualify a PAP in case where a discrepancy is found to exist in the information furnished/provided/stated by the PAP during the conversation with the Company or any of the Company's sub-contractors and vendors in the PAG, and/or in the information stated in the documents furnished by the PAP or at any time.
- g) The Company may, at its discretion, contact the PAP(s), if required, for any clarifications needed for the information provided when contacted by the Company.
- h) All personal details and information requested by and supplied to the Company by each PAP must be truthful, accurate and in no way misleading. The Company and Producer reserves the right to disqualify any PAP(s) from the PAG at its sole discretion, should the PAP(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- i) The personal information being collected hereunder by the Company and Producer, shall be used solely for the purpose of verification of the PAP and for the purpose of the PAG.

2. Steps for Registration

a) Download the Sony Liv App from the application store. Please note, the application download is free of cost, however data charges may apply. For further details please contact your telecom operator. Alternatively, you can open the Sony Liv mobile website on your mobile browser to access the PAG. Please note, the PAG is not accessible via browsers on your PC or laptops or any other device.

- b) If you are a first -time user, then you will be prompted to register by providing your mobile number and/or e-mail id. An OTP will be sent across to your mobile number and/or e-mail id to verify the same.
- c) Once registered, you will be prompted to provide your basic details such as Date of Birth, Gender and State/City etc.
- d) Click on "EMK Play Along" banner/ Access "EMK Play Along" from the menu.
- e) Select Language Preference (English/Telugu).
- f) Click on the "Play Now" tab.
- g) Answer Profile related questions including occupation and education related questions.
- h) The PAP has to log in the PAG using their social media accounts i.e. Google + and Facebook. The Company hereby clarifies that any linking of social media accounts hereunder (i.e. Google + and Facebook) is being done for verification purposes to ensure that the person playing/accessing the PAG is 18 years and above and is not a robot. By choosing to log in to the App using the social media accounts mentioned hereinabove, the PAP hereby consents to the Company collecting the personal information shared by the PAP with such social media websites. In the event the PAP wants to withdraw the consent with respect to sharing of the personal information by the social media websites, then the PAP shall contact the social media website directly. In the event the PAP uses a SIM card not registered in her/his name for registration, the Company will not be responsible to track such PAP and such PAP will be disqualified.
- i) In the event, it is not possible to determine with certainty the person who registered from a particular mobile number, that entry would be disqualified. PAP(s) are requested to use mobile numbers which are unique to them.
- j) Taking part in the registration process shall be deemed to be acceptance by the PAP(s) to receive promotional messages from the Company or any third party so authorized by the Company. In the event the PAP wants to opt out from receiving any such promotional messages then the PAP can write to the Company at kbctelugu@setindia.com
- k) The procedures for registration and participation in the PAG are subject to the Rules & Regulations stated herein. Non-conformance by any PAP(s) to the Rules & Regulations will disqualify him/her from participation or winnings, immediately, as the case may be.

3. Charges for the PAG

- a) The Sony Liv application download and participation in the Play Along Game are free of cost, however data charges may apply. For further details please contact your telecom operator.
- b) Please check with your telecom operator for any other applicable charges. In case any user registers while roaming in a different circle/zone/country, additional roaming rates may apply. Please contact your telecom operator for the applicable rates.
- c) There is no levy of an entry fee for participation in the PAG. Any person who claims to be from the Company or Producer and asks the PAP for paying an entry fee for participation in the PAG or states that the Show or the Company or Producer is distributing any lotteries or cash prizes, is defrauding the PAP(s) and he/she should

report this to the local police immediately. There are also no lotteries, prize monies, cash prizes etc. distributed by the Company or Producer. The only way to participate in the Show and win the prizes is in the manner detailed hereunder.

4. Playing Rules

5.1. Individual Players

- a) During each Episode of the Show, the PAP will have to answer questions as displayed on the App within the Stipulated Time.
- b) The Stipulated Time varies for each question and will be a minimum of 15 seconds. PAP(s) should ensure that they appraise themselves of the same before each question.
- c) For every question answered correctly, the PAP will be awarded points (as per the points' tree shown in PAG).

Q #	On-Air Amount	PAG points
15	1,00,00,000	1,00,000
14	50,00,000	50,000
13	25,00,000	25,000
12	12,50,000	12,500
11	6,40,000	6,400
10	3,20,000	3,200
9	1,60,000	1,600
8	80,000	800
7	40,000	400
6	20,000	200
5	10,000	100
4	5,000	50
3	3,000	30
2	2,000	20
1	1,000	10

- d) PAPs will get 200 additional points for answering the questions within 10 seconds. This feature will become active only for questions where the total timer is more than 45 seconds.
- e) PAPs would also be eligible to get one lifeline '50-50' during gameplay for each Episode. This feature will become active only for questions where the total timer is more than 45 seconds.
- f) Lifelines available to the Hot Seat Contestants on screen during the Show are not available to the PAP(s) in the PAG.
- 5.2. An on-going PAP could lose the opportunity to play one or more questions, in any of the following scenarios:
 - i. Where a PAP answers a call / message / etc. on the device where he/she is playing PAG or watching a video on the PAG;
 - Where a PAP exits the application being used by the PAP in the course of playing the PAG or watching a video on the PAG;
 - iii. Where there is a network drop or battery drain-out in the course of playing the PAG or watching a video on the PAG;
 - iv. Where the device on which PAG is being played hangs during the course of playing the PAG or watching a video on the PAG;
 - v. Where the PAG or the ability of a PAP to play the PAG is affected by any other network / IT / phone issues. Where a PAP exits the PAG in the middle of a session when a Hot Seat Contestant is answering questions, the PAP will be permitted to rejoin the PAG only when the next question is asked.
- 5.3. Points scored by PAP across multiple days/ played along will get accumulated. In the event a PAG is terminated mid-session for any reasons whatsoever, the PAP will have to wait till the next question is asked on the Show, in order to continue scoring points.
- 5.4. Once the "Lock your answer / Submit" button has been pressed, the PAP will not be allowed to change the answer. If the "Lock your answer" button does not disappear, the server has not received the response and the PAP would be required to press the button again. Please note that the PAP has to select the answer option and press the button within the Stipulated Time.
- 5.5. Post submission (locking) of the answer, the PAP(s) will not be permitted to modify / alter / change the answer submitted.
- 5.6. Only the answers received within the Stipulated Time will be considered valid.
- 5.7. The Company will not entertain any claims / questions / queries with respect to the authenticity or correctness of any questions and answers for the questions asked in any round of the PAG. The Company's decision on the correctness or incorrectness of any answer is final and binding on all PAPs.

5. <u>Daily Episode Winner Selection</u>

a) The Company shall select the Top 1 PAG PAP with the highest number of points for the particular Episode for each episode as the 'Daily Lakhpati' Winner. It is hereby clarified that the scores used for selection the 'Daily Lakhpati' winners from among EMK PAG PAP shall exclude scores of daily/weekly offline quizzes. Eligible EMK PAG PAP could win cash gratification of INR 100,000. However, such PAP can win cash gratification of INR 100,000 only once during the entire season of the Show. The Top 1 winner of lakhpati will receive a

- call (before the next episode airs on television) to confirm their details. In case, the PAP do not confirm their details, the Company has the right to choose the following PAPs with the highest score.
- b) A user with the same PAN and Aadhar ID documents participating through multiple mobile numbers will be treated as the same user for the purpose of any gratification.
- c) The Company and Producer shall have the sole discretion to modify the number of Episode Winners per prize category and the Episode Winners hereby undertake not to question or to make any claims against the same.
- d) The Episode Winners shall receive a cash coupon in the 'My Earnings' section of the PAG through which they can redeem the gratification.
- e) The PAP would be directed to Razorpay app where their mobile number would be OTP verified and then the user can choose between the bank account & UPI to claim the cash reward.
- f) The Episode Winners will need to ensure that their mobile numbers and/or other contact details are correctly updated in order to claim this gratification. The Episode Winners can claim the gratification latest by December 31, 2021 following which the unclaimed gratification will lapse.
- g) The Company and Producer shall have the sole discretion to decide whether or not to declare the Episode Winners or the manner in which the Episode Winners are announced and the Episode Winners hereby undertake not to question or to make any claims against the manner in which the names of the Episode Winners are declared by the Company.
- h) The Episode Winner determination will be on the basis of the total points earned by PAPs while playing the PAG for that particular Episode. The PAPs who (i) is not previously an Episode Winner and (ii) have scored the highest number of points in the PAG for one Episode of the Show will become eligible for being chosen as the Episode Winner.
- i) For the sake of more clarity, once an eligible PAP has been an Episode Winner, he/ she is ineligible to be selected as the Episode Winner for the subsequent episodes in the same week. However, the PAP will still be eligible for being Episode Winner in the remaining other categories in the next week.
- j) Where more than one eligible PAP scores the same highest number of points in a PAG for any Episode of the Show, the Episode Winner(s) will be determined with the help of randomizer software developed specifically for the purpose of selection of the Episode Winner(s). The randomizer will use an appropriate method of selecting winners to break the tie, at the discretion of Company and Producer. In the event of a software failure, or for any other reason, the Company and Producer may adopt any other methodology or criteria at its sole discretion to select from amongst the eligible PAPs, depending upon requirement and availability of time.
- k) The Company and/or its authorized agents, affiliates and representatives will rely upon only such information as may be provided by the Episode Winner at the time of participation in the PAG (or registration on the App). The PAPs are hereby required to keep their information updated.
- I) Any payments being made to the Episodic Winners hereunder are being done through third party payment platforms and at all times shall be subject to the terms and conditions of the said third-party platforms. The Company and Producer shall in no manner be responsible for any failure on the part of such third-party payment gateway to make payments to the Episodic Winner. Further, the Company and Producer shall not be responsible in any manner whatsoever for any errors, omissions or failures on the part of the e-wallets where such prizes are being transferred. The PAP hereby undertakes that he/she shall not raise

- any claims against the Company and Producer in this regard and shall keep the Company and Producer indemnified to that extent.
- m) Episode Winners should also note that TDS maybe deducted as applicable on gratifications exceeding INR 10,000 and further documentation might be sought in order to process the payments exceeding INR 10,000. Should the Episode Winners fail to provide such additional documentation or fail to provide the same within the time period and the form and manner in which it is requested by the Company and/or Producer, then might be unable to remit the prize amount to such Episode Winners and the Company and Producer shall in no manner be liable for the same.

6. Top 9 winner(s)

- a) "Top 9 winner(s)" means the top 9 PAPs who have all scored the highest points for a PAG for any Episode of the Show (or part thereof).
- b) It is hereby clarified that the scores used for selection the top 9 EMK PAPs shall exclude scores of daily/weekly offline quizzes. Winners are eligible to win cash gratification of INR 5,000. However, any PAP can win cash gratification of INR 5,000 only once during the entire season of the Show.

7. <u>Top 500 winner(s)</u>

- a) "Top 500 winner(s)" means the top 500 PAPs who have all scored the highest points for a PAG for any Episode of the Show (or part thereof).
- b) It is hereby clarified that the scores used for selection the top 500 EMK PAPs shall exclude scores of daily/weekly offline quizzes. Winners are eligible to win cash gratification of INR 100. However, any PAP can win cash gratification of INR 100 only once during the same week.

8. Next Top 500 winner(s)

- a) "Next Top 500 Winner(s)" means the top 500 PAPs post selection of the other category winners who have all scored the highest points for a PAG for any Episode of the Show (or part thereof).
- b) It is hereby clarified that the scores used for selection the next top 500 PAPs shall exclude scores of daily/weekly offline quizzes. Winners are eligible to win cash gratification of INR 50. However, any PAP can win cash gratification of INR 50 only once during the same week.

9. <u>Daily Top Winner Leaderboard</u>

- a) The Company shall also update the daily Leaderboard for each episode which will feature the Daily Lakhpati and Top 9 winners who have scored the highest number of points during a particular episode.
- b) The Leaderboard revealing the Daily Lakhpati and Top 9 winners of a particular episode will be displayed in the following episode. The final Daily Lakhpati and Top 9 winners shall be declared for the particular Episode with all the scores accumulated and the same will be updated on the PAG. For the purposes of winning the cash gratifications, the final Daily

- Lakhpati and Top 9 winners declared on the PAG, post the Episode, shall be considered final.
- c) The selection of these Daily Lakhpati and Top 9 winners further depends upon the completeness of their profiles. The Company will use the full name and location of the Episode Winners as available to the Company on the login profiles created by them during registration, to display the same during the episodes. In the event, any PAPs so selected have not updated their details for the Company to use or the profile name provided is not suitable for broadcast (such decision shall be at the Company's and Producer's discretion), then the Company and Producer shall have the sole discretion to disqualify such PAP. The Company and Producer shall also have the right to replace such disqualified PAP with the next highest scorer on the Leader Board.
- d) The Company and/or Producer may also decide to display a subset of the overall Leaderboard which will show the region/city wise top PAPs.

10. Daily / Weekly Offline Quizzes

- a) The Company will also run two Daily / Weekly Quizzes on the App.
- b) The Quizzes will be made live on the App on all weekdays between 12pm and 8 pm, during the Season.
- c) The Quizzes will consist of 10 questions worth 100 points each. Each PAP can answer the quiz/10 questions only once during the time period mentioned above. The PAP will get 30 seconds to answer each question.
- d) The PAP will also be provided with lifeline only once during each Daily Quiz. If the PAP opts for this lifeline then he/she will get 50% (50 points) for an incorrect or not submitted answer, during that particular session of the Quiz.
- e) The PAP will also be provided with lifeline only once during each Weekly Quiz. If the PAP opts for this lifeline then he/she will get a '50-50 lifeline', during that particular session of the Quiz.

11. Weekly Winner Selection

- a) The Company and Producer may, at its discretion, decide to award prizes to the Weekly Winner as the Company and Producer deems fit and the Weekly Prize so won shall be announced by the Company and Producer in the "My Earnings" section of the PAG.
- b) The Weekly Winner determination will be on the basis of the total points earned by PAPs while playing for that particular week of the PAG. The number of winners per week will change as per the Company's and Producer's discretion. The PAPs who have scored the highest number of points for that particular week of the PAG will become eligible for availing the Weekly Prize(s)
- c) The eligible PAPs will be eligible to win an online gift card.
- d) For the sake of more clarity, once an eligible PAP has been a Weekly Winner, he/ she is ineligible to be selected as the Weekly Winner throughout the season.
- e) Where more than one eligible PAP scores the same highest number of points in PAG for the week of the Show, the Weekly Winner(s) will be determined with the help of

randomizer software developed specifically for the purpose of selection of the Weekly Winner(s). The randomizer will use an appropriate method of selecting winners to break the tie, at the discretion of Company and Producer management. In the event of a software failure, or for any other reason, the Company and/or Producer may adopt any other methodology or criteria at its sole discretion to select from amongst the Eligible PAPs, depending upon requirement and availability of time.

- f) The Company and/or its authorized agents, affiliates and representatives will rely upon only such telephonic contact information as may be provided by the Weekly Winner at the time of participation in the PAG (or registration on the Sony Liv app) to contact him/her.
- g) The Company and Producer shall have the sole discretion to modify the number and/or prizes of Weekly Winners and the PAP(s) hereby undertake not to question or to make any claims against the same.
- h) The details of the Weekly Winner(s) will be intimated by the Company to each such Weekly Winner on the mobile number provided by such PAP at the time of registration, on a best effort basis.
- i) Where, the Weekly Winner(s) cannot be contacted telephonically; or (ii) after being so contacted, the Weekly Winner(s) does not claim the Prize with sufficient proof of identification as such Weekly Winner(s), the Weekly Prize for such Weekly Winner(s) stands forfeited and the next Eligible PAP who has scored the same highest number of points in a PAG for the Show will be selected as the Weekly Winner(s). Where any such announcement is made by the Company and/or Producer, no further claims by the original Weekly Winner who could not be contacted or does not claim the Weekly Prize, will be entertained and the Company and Producer will not be responsible or liable in any way whatsoever to such persons.
- j) The Company and Producer reserves the rights to determine and/or announce the timelines and the methodology of determining Weekly Winners from time to time.
- k) The Weekly Prize details will be available to the PAPs in the 'Prizes to Win' section in the PAG. Details such as gratification partner/ sponsor name will also be made available on the same. Further, the Winners will be informed about the prizes and details of how to redeem it via email to the registered email id.

12. Winner Declaration and Pay-out/ Prize handover

- a) The Company and Producer reserves the right, at its discretion, to institute one or more prizes for the PAPs and the terms and conditions attendant associated thereto, including whether such prizes are daily, weekly, cumulative, non-cumulative or any combination thereof. Every Episode may not have prizes.
- b) The Company and Producer reserves the right to offer or withdraw any of the prizes as provided herein, at any point of time, including after they have been announced and the Company and Producer shall not entertain any queries in this regard from the PAPs.
- c) The Company and/or Producer shall have the liberty but not the obligation to publish information with respect to the top points scored by the PAPs in the PAG conducted from time to time ("Leader Board"). The Leader Board is indicative only and may not be up to date across all PAPs and the Leader Board data cannot be used as evidence in any manner. Due to high participation volume, server load, software malfunction, etc., point calculation

- may not be immediately correct. In the event point calculations are incorrect, company will correct the same. This could result in changes to PAPs points. The Company and Producer will have no obligation to intimate any PAP in the event scores are corrected.
- d) The Company and/or Producer may, in its sole discretion, exclude a PAP from participating in any part of the PAG which may include without limitation (i) circumstances which, in the Company's and/or Producer's view, renders the PAP unfit to participate therein; (ii) inability to produce documentation specified by the Company and/or Producer proving the identity of the PAP; (iii) any other reason that, at the discretion of Company and Producer, would adversely impact the Company, Producer or the PAG. At no point of time will the Company and Producer be obliged to notify unsuccessful PAPs of its decision.
- e) Company will use the number used to register on the App by the PAP to identify the Winner of the prizes won, if any. Inability on the part of the PAP to accordingly show or provide the required identification proof could entitle the Company and Producer to disqualify the PAP from any winnings, if any.
- f) Whilst the Company and Producer shall make all reasonable endeavors to (i) enable PAP(s) to proceed with participation in the PAG (ii) to contact all Winner(s) at each relevant juncture of the PAG, the Company and Producer can make no guarantee thereof and the Company and Producer shall in its sole discretion be entitled to proceed with the next entitled PAPs who are eligible to be Winners under the Rules & Regulations, in case it is unable to successfully contact and communicate with PAP(s)/ Winner(s) in terms hereof.
- g) The Company and Producer will have no liability to a PAP who is unable to take part in the PAG for whatever reason and the Company and Producer shall be entitled to disqualify the PAP(s) from the PAG at any time, at the discretion of the Company and Producer.
- h) The Company and Producer further reserves the right to replace at its discretion any Winner(s) who for any reason fails or is disqualified from or unable to participate in the PAG with another PAP who has scored the same number of points and is otherwise eligible to be a Winner, notwithstanding that such PAP may have been previously eliminated from the PAG and each PAP shall agree to collect the prize as and when required by the Company to do so.
- i) If at any point, it is determined by the Company that any person has tampered with the App, the PAG, or any data / servers / database / etc. related to the PAG, the Company and Producer reserves the right at its discretion to revoke or cancel points or winnings of any such PAP and / or initiate litigation as deemed fit and necessary by the Company.
- j) The Episode Winners hereby agrees that he/ she shall not hold the Company and Producer responsible for any delays and/ or disputes and/or claims arising out of the Episode and shall indemnify the Company and Producer against any and all such claims
- k) The Episode Winners hereby agree that any in case of any disputes/ claims arising out of the Episode, the same shall be addressed directly to the sponsor of the Episode and the Company and Producer shall not be held responsible for the same
- The Company and Producer may refuse to pay winnings or reclaim all sums paid to Winners in the event of any fraud, dishonesty or non-entitlement on the part of any of such Winner(s) to participate in the PAG under the Rules & Regulations as well as delay/refusal to submit documents on time.

E. SYSTEMS AND AVAILABILITY

- a) The Company will not be responsible for any break or disconnection or disruption in network connectivity in any manner, irrespective of the network being used. Network issues can disrupt various aspects of the PAG such as receipt of questions and answer options, receipt of any sound, text, image or audio files related to the question, receipt of answer chosen by the PAP, etc. The PAP is advised to remain in an area with a strong and stable/ continuous mobile network signal of the telecom operator or internet service provider to ensure smooth functioning of the PAG.
- b) Any loss or outrage or dissatisfaction suffered by the course of playing the PAG by a PAP would not be the responsibility of the Company and/or its associates/ affiliates and the Company or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- c) All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Company should not be held responsible for any loss of data or the action taken on account of the same. The Company will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- d) In the event the response of the PAP is not for any reason received within the Stipulated Time period for the question, such PAP would be not be able to get points in the event that question(s) was correctly answered by the PAP. The PAP can continue to answer questions once re-connected to the central PAG game server(s). Company or its vendors and partners are not responsible for any such instances.
- e) For sake of clarity, PAPs are advised to play the PAG through one device only. In case multiple entries are received from a PAP for the same question, Company has the right to choose the first answer entry received from that PAP. If multiple entries are received at the same time, then the Company will choose any of the answer entries received. Scores calculated basis this will be considered final and would be updated on the PAG subsequently at a later date.
- f) Prior to start of play of the PAG, the PAP must check that the Sony Liv app is operational and functioning correctly. The PAP is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the PAG. Quitting other applications on the device will also help towards smoother gameplay in case of some phones.
- g) PAP is advised to keep the device from which the PAG is played, adequately charged. Low battery will result in shut down of the network and / or device and that will result in the PAP not being in a position to play along with the Hot Seat Contestant.
- h) The server used to communicate with the PAP has adequate redundancies built into it. However, in the rare cases, the server is down during the play, the Company will, at its discretion but not as an obligation, determine such measures as it may deem fit, including cancelling certain sections or segments or question(s) from being scored and/or awarding points to all the players for that section, or any other means at the discretion of the Company.
- i) Every effort will be made to coordinate the questions on PAG with the SD & HD feeds of the Show, such that the questions as they appear on the Show coincide with the questions as they appear on the Sony Liv app. However, since this is heavily dependent on satellites, networks, receivers, connectivity, cloud issues and various forms of latency, there could be instances of inaccurate alignment. These would be outside the control of the Company or its affiliates/associates and neither the Company nor its affiliates or associates will be responsible for any consequences or liability arising therefrom, to any part whatsoever.
- j) All PAPs need to adjust the device display, font and resolution to default size or lower to ensure that they are able to play the PAG on their devices properly. If not, then the "Play" and "Lock" button might not appear on the device screen during gameplay. In case the PAP

- is not able to play the PAG on account of this, the Company will not be responsible in any manner whatsoever.
- k) The PAP acknowledges that all possible issues may not have been identified by the Company and its partners and agrees to hold harmless the Company and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the PAP or the PAP's property or device shall not be the responsibility of the Company or its partners.
- I) No person (i.e., either the PAP, or any person on behalf of the PAP) shall initiate litigation against the Company or its partners in any manner without first providing the Company a complaint at kbctelugu@setindia.com and providing the Company an opportunity to address the complaint.
- m) In case any unauthorized activity is observed on the PAG, that particular PAP will be disqualified to play till such time as the Company deems fit. The Company would not be responsible in any manner whatsoever on account of such disqualification.
- n) Company shall not be liable for any failure of the application server or system in the course of playing the PAG.
- o) The Company shall endeavor to make all reasonably practicable arrangements, it cannot guarantee or assure seamless connectivity or continuous availability of the application, server, system or software to the PAPs during the conduct of the PAG as these are dependent on external utilities/ service providers and factors which could be beyond control of the Company.
- p) Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of answers.
- q) The Company accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the PAP(s) are unable to participate in the PAG due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.
- r) It shall not be open for the PAP(s) or any of their representatives to require an audit or verification of the randomizer/ selection software or any other criteria, process or system adopted by the Company as part of the process of conduct of the PAG or selection of Winners resulting therefrom. No enquiries, appeals, verbal or written, shall be entertained in this regard.

F. CONFIDENTIALITY AND PUBLICITY

- a) The Company shall keep all the information collected from the PAPs confidential and shall not share the information so collected with any party, save and except for the purpose of the present PAG. The PAP by providing the aforesaid sensitive personal information hereby agree that the Company shall have the right to share the information so collected with such other third party as required for the purpose of the PAG and hereby agree that they shall not file any claim against the Company for sharing of such personal information. Any information shared by the PAP to the Company shall be handled by the Company in terms of the privacy policy of the Company.
- b) None of the PAPsshall, without the prior written approval of the Company or Producer, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the PAG. The PAP shall not disclose any information whatsoever relating to the Company or Producer to any other party. Violation of this clause shall immediately disqualify the PAP's prospects of further participation.

- c) As part of PAP's contribution to the PAG, the Company or Producer may request one or more PAP to participate in any online/interactive activity relating to PAG. It is a further condition of entry and participation in the PAG that the PAP(s) shall adhere to and where necessary, procure from any and all contributors thereto, their necessary agreement and execution of the release form as devised from time to time by the Company or Producer.
- d) The Winner(s) of the PAG as announced by the Company from time to time, agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any additional money payable to the Winner(s). Further, the Winner(s)/PAP(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company or the Producer. The Winner(s)/PAP(s) agrees that the footage of any nature shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- e) Acceptance of these Rules and Regulations by the PAP constitutes permission for the Company and Producer, including its affiliates, to click photographs, record videos of the PAP(s) and use the PAP(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.

G. PERSONAL INFORMATION

- a) The Company shall keep all the Personal Information collected from the PAP(s) (including any sensitive personal data collected) confidential and shall use the same for the purpose of the PAG. Each PAP, by electing to participating in the PAG, hereby explicitly consents to the collection, storage and processing of such Personal Information collected from him/her. The Company agrees that such Personal Information shall be collected and processed only for the purposes of the PAG and/or the Show. The term "Personal Information" shall mean and include the name, date of birth, city, state and contact information (home address, telephone and fax numbers and email address), valid identity proof such as aadhar number, passport number, driver's license number, permanent account numbers or other details including sensitive personal information (if any) pertaining to the identity of the PAP(s). The Personal Information, photos, images uploaded by the PAP(s) on the App, shall be retained by the Company till the Winners are declared and the promotions with respect to the Winners is completed for the PAG.
- b) The Company shall ensure that Personal Information collected hereunder shall not be share the Personal Information so collected with any party, save and except for the purpose of the PAG. The PAP(s) hereby explicitly consents to the collection, storage, use, disclosure, transfer, of Personal Information which may be collected by Company and/or Producer for the purposes of this PAG and/or the Show. The PAP(s) hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of the Personal Information by the Company and/or Producer is for a lawful purpose and is necessary for facilitating your participation in the PAG. The PAP's by providing the aforesaid Personal Information hereby agree that the Company and Producer shall have the right to share the Personal Information so collected with such other third party and as required for the purpose of the PAG and the PAP(s) hereby

agreed that they shall not file any claim against the Company and/or Producer for sharing for such Personal Information. Please refer to Company's Privacy Policy at https://spn.org/privacy-policy/ that governs the use of your Personal Information. PAP(s) choosing to participate in the PAG agree and acknowledge the Privacy Policy and Terms of Use as put up on the website Policy at https://spn.org/privacy-policy/ in addition to the conditions set out in these Rules and Regulations which shall govern the PAG.

- c) The Company shall deal with any Personal Information that it receives from PAP(s) or otherwise collects, holds, uses and processes in the following manner: a) Company may also disclose 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 the Company. b) The level of data protection using technical, managerial, operational and physical security control measures by the Company shall be such as to be in compliance with all applicable laws.
- d) In exercise of the powers conferred by applicable laws, the Company shall treat the Personal Information as confidential and such information has to be now dealt with as per the provisions specified in the applicable laws.
- e) For the purposes of the PAG, the Company may contract with the service providers to perform functions or services on its behalf. Such service provider may have limited access to the PAP(s) Personal Information needed to perform their functions but shall be restricted from using such Personal Information for purposes other than providing services to the Company and/or Producer solely in connection with the PAG. The Company shall ensure, on reasonable efforts basis, that its service providers that have limited access to Personal Information provided by the PAP(s) to provide the services or perform their function for the Company and/or the Producer, are subject to the same level of privacy protection as is required by the applicable laws. The PAP(s) hereby agreed that they shall not file any claim against the Company and/or Producer for sharing for such Personal Information.

H. INTELLECTUAL AND PROPERTY RIGHTS

- a) The PAP(s) hereby agree and consent to the collection, recording, processing and storing any images, videos, name of the PAP(s) or any other attributes submitted to the Company or recorded by the Company during the PAG or registration procedure shall on submission / creation become the property of the Company ("Materials") and shall be available to the Company and Producer for exploitation throughout the world in perpetuity. The PAP(s) hereby waives off all the rights that they may have with respect to such Materials. The PAP(s) shall ensure that the photos or videos submitted by them in any public domain shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the PAP(s) shall immediately be disqualified from taking part in the PAG or any further rounds of participation and such PAP(s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- b) All the Intellectual Property Rights of the PAP(s) in respect of the Materials including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand

waived and PAP(s) agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in India or anywhere else. PAP(s) also consent to the Company's and Producer's right to reproduce his/her picture provided by the PAP(s) or portray the PAP(s) 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 of the PAG or the Show, except where prohibited by law. The PAP(s) also consents to the Company's and Producer's right to use PAP(s) name, voice or picture, without any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use. The PAP(s) grants the Company and Producer irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the PAG, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy 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 PAP(s) further knowledge or consent. The PAP(s) hereby further consents to the Company or Producer, using any photos, videos, handles, profiles or attributes of the PAP(s) as uploaded by the PAP(s) on the App or on any social media platform that the PAP(s) has used to register on the App.

c) Acceptance of these Rules and Regulations by the PAP (s) constitutes permission for the Company its affiliates and Producer to click photographs, record videos of the PAP(s) and use the PAP(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.

I. LIABILITIES AND OTHER DISCLAIMERS

- a) The Company and/or Producer is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any PAP(s) and/or the Winner (s) in any manner whatsoever, in relation to PAG or the Show and/or prizes.
- b) The Company, Producer, the host, the advertising agencies, the sub-contractors used by Company or Producer for the PAG or the Show, and any person or entity connected with the production (including the format owners and the broadcasters of the Show) (the "Relevant Parties") shall be under no liability whatsoever to the PAP(s) and/or the Winner (s), in respect of any loss, damage suffered by the PAP(s) and/or the Winner (s) arising from or pursuant to the PAG or for any and all loss, damage, cost, expense or injury to life or property sustained by the PAP(s) and/or the Winner (s) at any stage of the PAG or the Show whether or not caused by (1) the administration (including scheduling) of the PAG or the Show; (2) the PAP's or any third party's participation in the PAG, or being selected or disqualified; (3) as a result of the decisions of the Company or Producer; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Host and/or Company or Producer; and/or (5) any printing, typographical or technological errors in any materials associated with the PAG. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all 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 PAG. 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 PAP(s); or circumstances beyond the Relevant Parties including the Producer's reasonable control.

- c) The PAG, the App and website are provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company and Producer, disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the PAG, App and website. Without limiting the foregoing, the Company and Producer, specifically disclaim any warranty (a) that the App or Web Page will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the App and website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If PAP(s) use of the App or website, online entry form results in the need for servicing or replacement of PAP(s) or another's equipment or data, the Company are not responsible for those costs.
- d) The Winner(s) and/or the PAP(s) of the PAG agrees that he/she shall hold harmless the Producer, Company, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the PAG and/or Show including but not limited to the procedure in the PAG, any third party claims including but not limited to any claims of infringement of any third party rights and shall also not 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 sponsor and/or the Producer/Company to claim any damages or reliefs.
- e) The Company or Producer shall not be responsible for:
 - i. Any delivery, failures relating to the registration or submission of answers;
 - ii. The Company not receiving or rejecting any data;
 - iii. 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 and
 - iv. Other conditions/situations or failures beyond its control.
- f) The Company and Producer or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the PAP(s) and arising as a result of his/her participation in the PAG. The Company and Producer and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the PAG or the Show, on account of any factors beyond their control.
- The PAP(s) and/or any party that accesses the App or the website, agrees that neither the Company nor Producer nor any third party content or service providers involved in the PAG will be liable to PAP(s) for any loss or damages, either actual or consequential, arising out of or relating to these Rules, PAP's use or inability to use the App or website, or to PAP's reliance upon information obtained from or through the App or website, or use or misuse of any prize. In particular, neither the Company nor Producer nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors,

loss of data, or interruption in availability of data), arising out of or relating to the awards, terms of use, PAP's use or inability to use the App or website, or to PAP's reliance upon information obtained from or through the App or website, participation in the PAG or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.

h) The PAP(s) or the Winner(s) or his / her legal heirs will have no other rights or claims against the Company or Producer.

J. GENERAL TERMS AND CONDITIONS

- a) The participation in the PAG(s) shall be considered to be acceptance of these Rules & Regulations.
- b) The PAG may contain certain segments which will be sponsored by third parties. The participation and winner selection in such sponsor segments will be governed by the terms and conditions of the said third parties. The PAP may choose to participate in activities made available by such third parties under such sponsor segments. These activities shall be independent of the PAG and the points earned through the activities may or may not be added to the score earned by the PAP through the PAG. The Company and Producer reserves the right to decide whether to include points earned by the PAPs in the said sponsor segments in their overall PAG score. The PAP is requested to make sure they read the terms and conditions of such activities under the sponsor segments carefully. The PAP hereby undertakes that he/she shall not raise any claims against the Company and Producer in this regard and shall keep the Company indemnified to that extent.
- c) The PAP hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Company, Producer or their affiliates, as the case may be.
- d) The PAP shall undertake, warrant and guarantee to the Company that the PAP has the full legal capacity to participate in the PAG in accordance with these Rules & Regulations.
- e) Any requirement by the Company for the PAP to link his/her social media accounts hereunder, shall not be deemed to an endorsement of any of such social media platform and the information accessed by the Company from such social media accounts shall at all times be subject to the terms and conditions of such social media website.
- f) The PAP acknowledges that he/she has voluntarily chosen to participate in the PAG at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the PAG.
- g) The PAP shall not have any claim against the Company and/or any of its affiliates connected with the PAG for the same. The Company, Producer or any of the affiliates connected with the PAG shall not be responsible for any such eventuality and the PAP(s) shall not be entitled to claim any compensation from the Company
- h) In the event of any fault, misunderstanding or dispute concerning any part of the PAG, and/or the operation of the telephone system, the selection of Winner at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all PAP(s) and other persons. The Company and Producer is empowered to take a decision on any case or instances not covered by the present Rules & Regulations.
- i) The Company and Producer reserves the right to amend (add, delete or modify) the Rules & Regulations prospectively or retrospectively, at its discretion and without prior notice, in order to improve the PAG or remedy any issues that occur.

- j) The Company and Producer has the right at any time to terminate the PAG without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who have participated in the PAG. In such an event, the prizes declared till date shall be paid and future prizes will be suspended.
- k) Registration or participation in the PAG does not guarantee a prize or award.
- I) If the operation of the PAG; the recording or broadcast of any/all of the Show is prevented by an event of force majeure or otherwise, the Company and Producer may cancel all or any part of the PAG, or take such other decision as it deems fit.
- m) In case the Winner(s) is found to be in violation of any and all rules/process of the PAG, the Company and Producer reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winner to refund the prize money together with penalty interest as deemed fit by the Company and Producer. If at any time, including after disbursement of prize, any information submitted by the PAP(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the PAP(s) shall be liable to refund all amounts received from the Company/ the Company is liable to reclaim the prizes from the PAP(s).
- n) If any provision of these Rules & Regulations is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules & Regulations and the remainder of the affected provisions shall continue to be valid.
- o) These Rules & Regulations and the PAG shall be governed by and construed in accordance with the laws of India and the PAP(s) submit irrevocably to the jurisdiction of the Courts in Hyderabad.
- p) The Company and Producer are empowered to take a decision on any case not covered by the present Rules and Regulations
- q) The Company and Producer are in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any PAP(s) and/or the Winner (s) in any manner whatsoever, in relation to the PAG and/or prize.
- r) The Winner(s) and/or the PAP(s) of the PAG agrees that he/she shall hold harmless the Company, Producer, their employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the PAG/Show including but not limited to the procedure in the PAG and shall also not 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 sponsor and/or the Company to claim any damages or reliefs.
- s) The Company and Producer or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the PAP(s) and arising as a result of his/her participation in the PAG.
- t) The PAP(s) hereby agree to indemnify the Company, Producer or their affiliates against any claims that might arise from their actions or omissions while participating in the PAG.
- u) The only way to enter PAG is through participation as described in Rules & Regulations. There is no other way of entering the PAG. Any person claiming that he/she can help get you wins for a consideration is defrauding you. Please contact your local police and report this person immediately.
- v) These Rules and Regulations have been originally written in English and translated in Telugu. In case of any conflict in the interpretation of the clauses between the Telugu and English rules and regulation, the interpretation of the English rules and regulations shall prevail.