

Terms and Conditions for India's Best Dancer Season 3 Voting – SonyLIV

Contents:

- (A) ELIGIBILITY**
- (B) VOTING MEDIUM**
- (C) VOTING TIMINGS**
- (D) CRITERIA**
- (E) SEASON FINALE**
- (F) PERSONAL INFORMATION**
- (G) GENERAL TERMS AND CONDITIONS**

The "India's Best Dancer" Voting will be hosted on SonyLIV App with respect to conducting voting for participants ("**Contestants**") for the show "India's Best Dancer" ("**Program**"), telecast on Sony Entertainment Television Channel ("**Channel**"), by the voter(s) ("**Viewer**") who wish to participate in the voting through website and app voting.

The terms and conditions shall be available on SonyLIV Website - <http://www.sonyliv.com>

ELIGIBILITY

1. During the Voting Period (defined below), Viewer(s) who are residents in India can participate in the voting.
2. Employees of Culver Max Entertainment Pvt. Ltd. ("**CMEPL**"), formerly known as Sony Pictures Networks Private Limited ("**SPN**") and the Producers Frames Production Company Private Limited ("**the Producers**"), agents, subsidiaries, representatives, assignees affiliates, the immediate families of the employees of CMEPL and the Producers as well as the subsidiaries that are sponsoring and/or promoting the Program and others associated with the CMEPL are not eligible to participate in the voting.
3. By participating in the voting, the Viewer(s) agrees to be bound by any decisions made by CMEPL in its sole discretion, including any interpretations of the Terms and Conditions.
4. The Viewer(s) participating in the voting must have attained the age of 18 (eighteen) years or above.
5. The Viewer shall be required to provide basic personal information about them including but not limited to Name, Mobile Number and email address to participate in the voting.
6. In order to confirm the eligibility of the Viewer(s) and/or if requested by CMEPL, the Viewer(s) must submit to CMEPL documents like PAN Card, Aadhar Card, school leaving, college leaving certificate, college graduating certificate as may be required by CMEPL. If the Viewer(s) is found to be ineligible, or if they have not complied with these Terms and Conditions, the corresponding Vote(s) will be disqualified.
7. Viewer(s) hereby represent and warrant that Viewer(s) is not under any disability, restriction, or any kind of prohibition, which shall prevent Viewer from performing or adhering to any of the Terms and Conditions herein and have not entered into and shall not enter into any agreement that may violate the Terms and Conditions herein.

(A) VOTING MEDIUM

1. The Viewer(s) can cast vote for the Contestant(s) by below mentioned voting mediums:
 - i. SonyLIV Application
2. The Viewers shall during the Period, cast the vote by either or both the mechanisms mentioned below, submit his/her mobile number for the purposes of one-time password verification by following the instructions specified therein ("**Vote**").

3. The Viewers interested in voting can participate by choosing to cast their votes for their favourite Contestant through the mechanism as detailed below:

a. SonyLIV Application:

- The Viewer will have to Login to their account on the updated SonyLIV Application in Android or iOS Device, search 'India's Best Dancer Voting', visit the India's Best Dancer page and click on the Vote button to access the Voting page and cast his/her vote through this Voting Mechanism. Viewers can also navigate to the Voting page by clicking on the banners and thumbnails for 'India's Best Dancer Voting' as displayed on the SonyLIV app. Viewer(s) are advised to check for updates of the SonyLIV application from time-to-time.
- The Viewer will be required to submit their Mobile number and then enter the One-Time Password to vote for the Contestant(s).
- The India's Best Dancer Voting page will list the images and names of the Contestant(s) in a particular Voting Cycle.
- The Viewer has to cast his/her vote for their desired Contestant(s) against his / her image and name to save him/her from elimination.

All the above mechanisms together with any other mechanism that the CMEPL may provide from time to time shall hereinafter collectively be referred to as "**Voting Mechanism**".

4. Only a maximum of 100 (hundred) votes per mobile number per voting episode will be allowed through the Viewer's Android and/or iOS Device the voting platforms for a particular Contestant. However, for the sake of abundant clarity, the viewer shall be free to vote for multiple Contestants. Only the first hundred votes casted for the Contestant(s) by a Viewer for the particular voting episode shall be considered and not the subsequent ones.
5. The Vote of the Viewer(s) through any of the Voting Mechanism will be deemed to be received when the session is completed, and the Viewer receives an acknowledgment.
6. The Viewer will not be levied any charges to cast the vote via any of the Voting Mechanism, however, the network provider may levy data and other charges to the Viewer, at the applicable rate for using internet connection. It should be verified by the Viewer at his/her sole responsibility. In case of casting vote while roaming in different circle/zone, additional roaming rates for browsing of the internet may be applicable. CMEPL shall not be responsible for any such charges incurred by the Viewer.
7. The Viewer shall be required to submit data. Any incomplete, erroneous, or unclear information, shall be considered invalid and deemed null and void.
8. CMEPL reserves the right to alter, amend, modify or change the Program format, timelines, the number of votes and number of Contestants eligible for nomination at its discretion and at any time. CMEPL shall not be liable to any of the Viewer(s) for any reasons whatsoever.

(B) VOTING TIMINGS

1. The voting shall tentatively commence from 2nd September 2023 till 26th September 2023, (**'Voting Period'**). The timings for voting shall begin from 20:00:00 hrs IST till 23:59:59 hrs on Sunday.
2. Below mentioned are the details related to the Voting Period during which Viewer(s) can cast the votes:

Voting Lines Open		Voting Lines Close	
Date	Time	Date	Time
2 nd September	20:00:00 hrs	2 nd September	23:59:59 hrs
3 rd September	20:00:00 hrs	3 rd September	23:59:59 hrs
9 th September	20:00:00 hrs	9 th September	23:59:59 hrs
10 th September	20:00:00 hrs	10 th September	23:59:59 hrs
16 th September	20:00:00 hrs	16 th September	23:59:59 hrs
17 th September	20:00:00 hrs	17 th September	23:59:59 hrs
23 rd September	20:00:00 hrs	23 rd September	23:59:59 hrs
24 th September	20:00:00 hrs	26 th September	23:59:59 hrs

3. Viewer(s) are required to be updated with the Voting Period from time to time. CMEPL reserves the right to alter, modify or change the Voting Period at its sole discretion. In the event of any changes, the same shall also be communicated on the Channel. CMEPL will not be liable for any losses arising out of such changes to the Viewer(s).
4. Votes received after or before the defined timelines shall also be considered ineligible and therefore shall not be considered.

(C) CRITERIA

1. Basis the Votes and Judge's scores for each Voting period, the top Finalist(s) will be decided.
2. The Viewer(s) can cast votes for only those Contestant(s) of the Program who are eligible for voting or have been nominated during that particular voting episode of the Program. Votes sent for the Contestant(s) who are not a part of the nomination shall be considered null and void.
3. CMEPL reserves the right to modify the timelines, Voting Period, format of the Program at any time, at its discretion during the period of the Program. It shall be the sole responsibility of the Viewer(s) to be updated with the Terms and Conditions from time to time. Viewers are also required to be updated with the Voting details mentioned during the telecast of the Episode(s).

(D) SEASON FINALE

1. For Season Finale, only a maximum of 500 (hundred) votes, per mobile number per voting episode will be allowed through the Viewer's Android and/or IOS Device via either or both the voting platforms for a particular Contestant. However, for the sake of abundant clarity,

the viewer shall be free to vote for multiple Contestants. The first hundred votes, casted for the Contestant(s) by a Viewer for the particular voting episode taking into consideration.

2. The Viewers can cast the votes for the Finalist(s) on from 24th September to 26th September 2023 . The Viewers will have 24 hours to cast the votes. It shall be the sole responsibility of the Viewer(s) to be updated with the terms and conditions from time to time. Viewers are also required to be updated with the Voting details mentioned during the telecast of the Episode(s).
3. For the Season Finale, the winner shall be decided basis the votes casted by the Viewers and Judge's score. The Contestant in the finale with the highest number of votes shall be declared winner of the competition.
4. The Viewer(s) can cast votes for only those Contestant(s) of the Program who are eligible to win the Season Finale during that particular voting episode of the Program. Votes sent for the Contestant(s) who are not a part of the finale shall be considered null and void.

(E) PERSONAL INFORMATION

1. CMEPL shall keep all the information collected from the Viewer(s) confidential and shall use the same for the purpose of calculating the votes received. Each Viewer, by electing to submit their vote, hereby explicitly consents to the collection, storage and processing of such personal data collected from him/her. CMEPL agrees that such personal data shall be collected and processed only for the purposes of the Program.
2. CMEPL shall ensure that personal information collected hereunder shall not be share the information so collected with any party, save and except for the purpose of the Program. The Viewer(s) hereby consent to the collection, storage, use, disclosure, transfer, of sensitive personal information which may be collected by CMEPL for the purposes of the voting being conducted for the Program and/or for the Program in general. The Viewer(s) hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of the sensitive personal information by CMEPL is for a lawful purpose and is necessary for organizing and facilitating the voting and elimination process for the Program. The Viewer(s) by providing the aforesaid personal information and/or sensitive personal information hereby agree that CMEPL shall have the right to share the information so collected with such other third party and as required for the purpose of the Program and the Viewer(s) hereby agreed that they shall not file any claim against CMEPL for sharing for such personal information. Please refer to Channel's Privacy Policy <http://www.setindia.com/privacy.php> that governs the use of your personal information. Viewer(s) choosing to participate in the voting process for the Program agree and acknowledge to these Terms and Conditions and the Privacy Policy and Terms of Use as put up on the website www.sonyliv.com in addition to the conditions set out in these Rules and Regulations which shall govern the Program.
3. CMEPL shall deal with any data/personal information including sensitive personal information, if any, that it receives from Viewer(s) or otherwise collects, holds, uses and processes in the following manner: a) CMEPL may also disclose data/ personal information including sensitive personal information, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security

administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, process advisors, 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 CMEPL. b) The level of data protection using technical, managerial, operational and physical security control measures by CMEPL shall be such as to be in compliance with all applicable laws. c) The term “data/personal information” including sensitive personal information, if any, shall mean and include the name, age and contact information (home address, telephone, mobile and fax numbers and email address) of the Viewer(s).

4. In exercise of the powers conferred by applicable laws, CMEPL shall treat the personal information including sensitive personal information as confidential and such information will be dealt with as per the provisions specified in the applicable laws. The personal information so collected shall be retained by CMEPL for the purposes of tabulation of scores. CMEPL agrees to keep all the personal data including but not limited to name, age, mobile number, email, address, etc. confidential and shall not disclose this information to any third party, unless required for Show purposes, as mentioned in the Clause 5 of Section (E) below. s.
5. For the purposes of the Program, CMEPL may contract with the service providers to perform functions or services on its behalf. Such service provider may have limited access to the Viewer(s) personal information needed to perform their functions but shall be restricted from using such personal information for purposes other than providing services to CMEPL solely in connection with the Program. CMEPL shall ensure, on reasonable efforts basis, that its service providers that have limited access to personal information provided by the Viewer(s) to provide the services or perform their function for CMEPL, are subject to the same level of privacy protection as is required by the applicable laws. The Viewer(s) hereby agreed that they shall not file any claim against CMEPL for sharing for such personal information.

(F) GENERAL TERMS AND CONDITIONS

1. CMEPL and/or the Judges of the Program reserve the right with respect to the decisions of the selection and/ or the nomination of the Contestant(s) and the selection/ declaration of the eventual Winner which shall be final and binding on all the Viewers and in no event shall the Viewers dispute such decision(s). Further, the Votes casted for the Contestants through the voting mediums to the Contestants and the judging of the Contestants based on the same are binding on the Viewers and in no event shall the Viewers dispute the same.
2. CMEPL reserve the right in its sole and absolute discretion to amend, alter, modify, change, vary or terminate the Program format or any terms and conditions mentioned and accordingly the rules for voting, process of Voting, Contestant(s) eligible for nomination, these Terms and Conditions and/or Program at any time, at its sole discretion, during the Period without giving any prior notice and it shall be the sole responsibility of the Viewer(s) to check the Terms and Conditions from time to time. The Viewer(s) by participating in the voting agrees to such amended terms. In case any portion/clause of these Voting rules is deemed invalid or becomes unenforceable, such portions shall be considered divisible and shall not be part of the consideration, and the remainder shall be valid and binding.
3. The Viewer(s) shall indemnify the sponsors, if any, CMEPL, the Producers, its affiliates, its officials, its employees, its representatives, its directors or any other person from and against

any claim, loss, injury, mental or emotional trauma suffered by the Viewer, in any manner whatsoever.

4. The Viewer(s) shall not in any circumstances make any claims against CMEPL, the Producers, their divisions, their subsidiaries, their employees, their respective agents and representatives, directors and its affiliates arising out of or relating to any and all costs, injuries, for any kind of losses, damages, costs or injuries of any kind, including due to any problems caused by technical disruption and/or failure, server problems or any other difficulties.
5. In the event any of the Contestant(s) and/or the Judges and/or any celebrities, host(s) or performer(s), as the case may be, are unable to perform, attend or appear on the Program, for any reasons whatsoever including but not limited to any kind of injury, getting infected to any disease or being under the risk of getting infected to any disease, government mandated lockdowns etc., CMEPL has the right to at its discretion anytime replace or bring in new Contestant(s), celebrities, mentors, hosts or performers, and/or disqualify or suspend any such Contestant(s), celebrities, mentors, hosts or performers, as deemed fit and necessary by CMEPL. Viewer(s) are advised to be updated with the Program by viewing the Program time to time. In the event of any of the aforementioned events occurring, occurring where the contestant is unable to or does not perform, unless determined by Management, , any and all votes submitted for said Contestant(s) will be deemed null for the respective episode.
6. Further, CMEPL and/or Judges shall be entitled to, at its discretion, any time during the telecast of the Program, to re-introduce the eliminated contestants and/or re-introduce fresh individuals/contestants during any stage of the Program. Viewer(s) also acknowledge and agree that CMEPL and/or Judges may at their discretion eliminate any Contestant(s) at any time during any stage of the Program without being liable for any reasons whatsoever.
7. The participation in voting is merely to enable the Viewers to vote for their favourite Contestant and does not entitle any kind of gratification to the viewer(s).
8. CMEPL reserves the right to terminate, delay, reschedule, and/or postpone the telecast and/or production of the Program, voting of the Contestants and/or any other elements related to the Program, without giving any prior notice to the Viewer(s) for any reasons deemed fit by CMEPL. Such decision shall be final and binding on the Viewer(s) and the same shall not be disputed and/ or challenged in a court of law.
9. In case of events beyond the reasonable control of CMEPL, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labour disputes, (4) an epidemic or pandemic, (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance, (7) terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect Contestants or other members related to the production of the Program (9) disaster, fire, earthquakes, hurricanes, (10) unseasonable extreme inclement weather, (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities or (12) any other force majeure reasonably beyond CMEPL's control (collectively referred to as "Occurrences"), making the program commercially impracticable, impracticable for Contestants to perform, illegal, or impossible for the Contestants to perform, then CMEPL reserves the right to modify the show format, change the voting format or voting medium, cancel the voting, delay the voting, conduct a re-voting or disqualify the

voting received in the manner it deems fit. Such decision shall be final and binding on the Viewer(s) and the same shall not be disputed and/ or challenged in a court of law.

10. Viewer(s) agree and acknowledge that nothing contained in these Terms and Conditions will be deemed to constitute a grant of license/ assignment and/or transfer of any rights in and to the Voting Mechanism, Program whatsoever from CMEPL in viewer's favour. The Terms and Conditions shall be available on the SonyLIV Website to ensure that no Viewer is misled and understands the entire process and the other terms and conditions mentioned herein prior to participating in the voting process.
11. The Viewer specifically agrees and acknowledges that any disputes or claims shall be resolved individually, and the Viewer agrees to not file by resort to any form of class action and/ or through any family member and/or third party applications, criminal and/ or civil proceedings in any courts or forums against CMEPL, and the Producers, their directors, employees, officers, affiliates or subsidiaries to claim any damages. Under no circumstances will CMEPL and/or CMEPL entities be liable for any consequential, indirect, special punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.
12. Viewer(s) agree and irrevocably acknowledge that CMEPL shall have the sole and exclusive right including but not limited to intellectual property rights (copyrights and trademarks) and other proprietary rights in and to the format of the Program, Voting Mechanism and all its components whatsoever.
13. Viewer(s) undertake that the Viewer(s) shall not violate the rights of any third party including but not limited to privacy rights, copyrights, trademark or any other intellectual rights; shall not upload, store, collect, transmit or cause the upload, storage, collection, transmission, of any information through the Website which violates any applicable laws, including, inter alia, belonging to another person; or is harmful, harassing, blasphemous, defamatory, obscene, invasive of other's privacy, paedophilic, libellous, hateful, or racially, ethnically objectionable, disparaging, harms minors in any way, violates any law for the time being in force.
14. Viewer(s) agree that Viewer(s) shall not indulge in any kind of activities like spamming or either directly or indirectly, reverse engineer, decompile or disassemble, make any enhancements, modifications, customizations, changes, additions, translations, deceive or mislead about the origin of such messages which is grossly offensive or menacing in nature, or allow any kind of unfair practices such as multiple votes and affect the transparency of voting, CMEPL reserves the right to take appropriate action including criminal action in such an event.
15. Viewer(s) shall not attempt to gain unauthorized access to the Viewer(s) accounts, servers or networks connected to CMEPL services by any means including but not limited to disrupt CMEPL services by uploading content which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource. Viewer(s) agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support CMEPL or CMEPL services. Viewer(s) shall not attempt to transmit content regarding services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, and/or chain letters.
16. Viewer(s) agree to not use the (s) or voting for any illegal purpose or in any illegal manner. Viewer(s) agree to not reproduce any copyrighted content including but not limited to store,

copy, edit, change, prepare or alter in any way of the content provided on the Website(s). Viewer(s) agree not to misuse any content on the website including the photos of the Contestant(s). Viewer(s) agree to not use the website in any way that violates the Terms and Conditions mentioned herein.

17. CMEPL reserves the right to disqualify the Viewer(s) and/or disregard Viewer's Vote(s) in case a discrepancy is found to exist in the information provided by the Viewer and/or CMEPL has sufficient reason to believe in there is breach of any of these Terms and Conditions by the Viewer and/or the Viewer has casted votes by any unfair practices and/or it has reasonable grounds to suspect that fraudulent voting has occurred or if it considers there has been any attempt to rig/manipulate the voting, at any point in time during the Period or otherwise. CMEPL has the right to substitute an alternative voting method at its absolute discretion.
18. CMEPL shall not be responsible for any errors or omissions in the Terms and Conditions contained herein. All information provided is provided "As is" without warranty of any kind. CMEPL makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Viewer(s) and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.
19. CMEPL shall not be responsible for any break or disconnection or disruption and/or liable in any manner whatsoever for any network problem, unclear network, disruption in the network, connection failure, electricity failure, internet service provider, facility provider, or due to capacity constraints or any other reason whatsoever irrespective of the network being used. In addition, CMEPL shall not be responsible and liable in any manner whatsoever in the event of any failure in the Voting system/Mechanism including without but not limited to voting system, telecom failure, session failure, logging failure, close or any other difficulties of such nature due to which the Viewer(s) is charged by the telecom operator and/ or is unable to participate.
20. CMEPL reserves the right to suspend any of the Judges and/or Contestant(s) and/or the host(s) in case it has reasonable grounds to conclude that the individual(s) have been alleged in any public domain and/or social media websites for any misconduct, sexual harassment, physical abuse, coercion in any form, criminal cases or any other reasons which may tantamount to general misconduct.
21. CMEPL shall endeavor to make all reasonably practicable arrangements to ensure uptime of systems, back-up of data, server capacity and prevent other technical impediments, but can make no guarantee thereof and shall not in any manner be responsible for any technical problem with the internet and by participating in the present voting, the Viewer(s) agrees not to hold the CMEPL liable for any such technical problem or shall have any claim in this regard.
22. CMEPL shall not be answerable to any person with regards to any of the voting mechanisms including but not limited to the calculation of votes, systems and processes of voting, selection or elimination etc.
23. While all attempts will be made to protect the Voting data from loss and/or corruption, Viewers agree and acknowledge that all systems are prone to failure and hacking attempts. In the event of any data loss, CMEPL shall make reasonable endeavours and may disqualify all the votes received or conduct a re-voting or continue with whatever data available in the manner it deems fit. CMEPL will not be responsible for any damage resulting from the loss of

data or action taken by CMEPL on account of the same. CMEPL will not be responsible to make good any loss or dissatisfaction suffered by the viewer on account of such loss.

24. By participating in the Voting Mechanism, it shall be construed that the Viewer(s) has hereby expressly or irrevocably waived his/her right to raise any dispute with regard to the Program or attempt to restrain or injunct or enjoin, the development, production or exploitation of the Program and/or the continuance of the Voting Mechanism.
25. Viewer(s) acknowledges and agrees that the relationship between the Viewer(s) and CMEPL is not a confidential, fiduciary, or other special relationship.
26. The Viewers(s) shall comply with all the applicable laws of India. The Viewer(s) shall also comply with the rules and regulations including the terms and conditions of the Website(s).
27. The Terms and Conditions shall be construed and governed in accordance with the laws of India and in case of any dispute or other matter arising shall be referred to a sole arbitrator appointed by CMEPL and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai. CMEPL shall not be liable for any kind of charges and/or expenses in connection to the Arbitration and it shall be solely borne by the Viewer who has raised the dispute.
28. CMEPL reserves the right to modify, alter or amend the format of the Program, the rules for Voting Mechanism or any other rules and regulations, Terms and Conditions at any time, at its discretion, during the telecast of the Program or at any time during the period. CMEPL will not be liable and will not entertain any queries related to the same.
29. The Terms and Conditions of and in relation to the voting as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("**Act**") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This electronic record is generated by a computer system and does not require any physical or digital signatures.
30. The participation in the voting will be construed as an acceptance of providing contact details on the aforementioned websites and the consent to allow CMEPL to use the contact details for any other use, and or transfer the same to any third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the present Program or any other allied activity such as marketing connected to the program. Please refer to CMEPL's Privacy Policy that governs the use of your personal information. Viewers participating agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the website www.setindia.com in addition to the conditions set out in this document.
31. By participating in the voting process it is deemed that the Viewer(s) have read understood, accepted and agree to abide with all the terms and conditions of voting as mentioned herein and is unconditionally bound by the terms of use and privacy rules of the Program as uploaded on the Website of SonyLIV.
32. The participation in the Voting by casting votes will be construed as an unconditional acceptance of the stated terms and conditions.

33. Subject to the provision of 33 above, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Mumbai, India.

These Terms and Conditions shall be applicable from 2nd September 2023