

## **Voting Terms and Conditions for India's Got Talent – Season 11**

**“India's Got Talent - Season 11”** (hereinafter referred to as **"Show"**) is organized and conducted by **Culver Max Entertainment Private Limited** (**"The Company"**, **"CMEPL"**) and managed by the organizers of the Show including the Producer, Culver Max Entertainment Private Limited and its respective assigned affiliates (**"Program Management"**). The Show will be telecasted on the Company's channel **Sony Entertainment Television** (**"SET"/ "Channel"**) and hosted on the **SonyLIV App** (**"App"**). The Show will be governed by the Terms and Conditions stated hereunder (**"Rules"** or **"Terms and Conditions"**). Voting will be hosted on the SonyLIV App with respect to conducting votes for participants (**"Contestants"**) by the voter(s) (**"Viewer(s)"**) who wish to participate in the voting for Contestant(s) through the App. The Company reserves the right to modify these Terms and Conditions without any prior notice. You are advised to access, view, and keep yourself informed of these Terms and Conditions. You must not cast a vote in the Show voting process if you do not agree with any of the rules or amendments mentioned in this document. The terms and conditions shall be available on SonyLIV App and Website - <http://www.sonyliv.com>

### **Definitions**

<b>Terms</b>	<b>Definitions</b>
Show/ Contest/ Show	India's Got Talent Season 11 and/or IGT S11
Program Management	Organizers of the Show including the Producer (as defined below), CMEPL or it's respective assignees and affiliates.
Website	<a href="http://www.sonyliv.com">www.sonyliv.com</a>
Application/ App/ SonyLIV	Application owned and controlled by the Company, which will host India's Got Talent (IGT) Season 11 voting subject to these terms and conditions.
Company/ CMEPL	Culver Max Entertainment Private Limited (formerly known as "Sony Pictures Network India Pvt Ltd") including its affiliates, group companies, its employees, officers, and directors.
Channel	Sony Entertainment Television ("SET")
Contestant	Shall mean the 16 contestants selected to appear as a part of the "Top 16" segment on the Show
Viewers	Any person who is (i) a citizen of India, (ii) residing in India (iii) has attained the age of eighteen (18) years as on December 21 <sup>st</sup> , 2025.
Producer	Fremantle India Television Productions Private Limited
Publicity Rights	Right to use Contestant's name, likeness, voice, picture, video, or the content of his/her participation
Terms and Conditions	Rules governing the Show, stated herein in entirety, as may be amended from time to time by the Company in its sole discretion.
Territory	Shall mean India

Voting mechanism	Modes of casting votes for favorite Contestant(s) through the SonyLIV App
Voting Period	Time Period for which the Viewers shall be eligible to vote for their favorite Contestants i.e., December 21 <sup>st</sup> , 2025, till December 29 <sup>th</sup> , 2025. The voting lines will open at 22:30:00 hours on Sunday and shall remain open till 23:59:59 hours on Monday for that voting week. The Program Management reserves an unconditional right to change the timing of the voting lines as per their sole discretion.

Culver Max Entertainment Private Limited (CMEPL) is conducting the voting process in order to enable the Viewers to vote for their favorite Contestant(s) in the Show to save them from elimination and eventually making them the winner of the Show.

The terms and conditions shall be available on SonyLIV APP, and [www.sonyliv.com](http://www.sonyliv.com)

## Voting Period

1. Each Viewer shall be eligible to cast their vote for their favorite Contestants during the period starting 21<sup>st</sup> December 2025 and ending 29<sup>th</sup> December 2025. The voting lines will open on the day as decided by the Program Management from time to time at 22:30:00 hours and shall remain open till 23:59:59 hours on the following day viz. the voting lines will remain open at 22:30:00 hours on Sunday and close on 23:59:59 hours on Monday, as per the discretion of the Program Management. The Program Management reserves an unconditional right to change the timing of the voting lines as per their sole discretion.
2. 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 may also be communicated on the Channel. CMEPL will not be liable for any losses arising out of such changes to the Viewer(s).
3. Votes received before or after the defined timelines and/or during the no voting weeks shall be considered ineligible and consequently shall not be considered.

## Voting Eligibility

1. During the Voting Period, Viewer(s) who are the citizens of India and residing in India can participate in the voting.
2. The Viewer(s) participating in the voting must have attained the age of 18 (eighteen) years or above as on December 21<sup>st</sup>, 2025.
3. Employees of Culver Max Entertainment Private Limited (“CMEPL”), formerly known as Sony Pictures Networks Private Limited (“SPN”) and the Producer of the Program, Fremantle India

Television Productions Private Limited (**“the Producer”**), agents, subsidiaries, representatives, assignees affiliates, the immediate families of the employees of CMEPL and the Producer as well as the subsidiaries that are sponsoring and/or promoting the Show and others associated with the CMEPL are not eligible to participate in the voting.

4. 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.
5. The Viewer shall be required to provide accurate and complete personal information about them including but not limited to Name, Mobile Number, and E-mail address to participate in the voting.
6. Viewer(s) hereby represent and warrant that Viewer(s) are not under any disability, restriction, or any kind of prohibition, which shall prevent the 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.

## **Voting Mechanism**

1. Voting for the Contestants will be conducted through the App, during the Voting Period.
2. Registration on the App:
  - a. The App, available on iOS and Android platforms can be downloaded by the public at large on their mobile devices from the application store. Please note, the application download is free of cost, however data charges may apply. For further details, please contact your service provider.
  - b. The Viewer shall be required to provide basic personal information about them including but not limited to Name, Address, Mobile number, and Email address to register on the App. The mobile number will be OTP verified and will hereafter be the unique identifier for each viewer.
  - c. Once the Viewer has successfully registered, the Viewer can cast their votes.
3. Viewers can vote for the Contestant only during the Voting Period and in the manner prescribed under and subject to the Terms and Conditions.
4. Only a maximum of 500 votes, per mobile number and/or email ID per voting episode will be allowed through the Viewer's Android and/or iOS Device via the Voting Mechanism for a particular Contestant. However, for the sake of abundant clarity, the viewer shall be free to vote for multiple Contestants. The first 500 votes, casted for the Contestant(s) by a Viewer for a particular voting episode shall be taken into consideration.
5. The Viewer(s) should cast his/her vote for a particular Contestant, for respective episodes of the Show, during the particular Voting Period and any vote cast before or after the Voting Period shall neither be considered as a valid vote for that episode nor for the previous or next Voting Period.

6. For the Season Finale, the winner shall be decided basis the cumulation of 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 Program.
7. The Vote(s) of the Viewer(s) through the Voting Mechanism will be deemed to be received when the session is completed, and the Viewer(s) receive an acknowledgment.
8. The Viewer will not be levied any charges to cast the vote via any of the Voting Mechanism(s) prescribed in the Terms and Conditions, 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 and/or Channel shall not be responsible for any such charges incurred by the Viewer.
9. The Viewer shall be required to submit information at the time of registration. Any incomplete, erroneous, or unclear information, shall be considered invalid, deemed null and void and the vote(s) of such Viewer will not be considered.
10. The Viewers can cast their votes for only those Contestant(s) of the Show whose details have been provided/broadcasted during the telecast of the episode of the Show. Votes sent for Contestant(s) who are not a part of the Top 16 shall be considered invalid, null and void.
11. CMEPL reserves the right to alter, amend, modify, or change the Voting period, Voting Mechanism, show format timelines, number of Contestants eligible for nomination at its discretion and at any time retrospectively or prospectively. CMEPL shall not be liable to any of the Viewer(s) whatsoever.
12. By participating in the Voting Mechanism, the Viewer(s) agrees to be bound by any decisions made by CMEPL and/or the Channel in its sole discretion, including any interpretations of the Terms and Conditions.
13. In the event of any technical errors, CMEPL and/or Channel shall not be responsible for the same. Further, votes received despite or owing to any technical errors shall be considered invalid and CMEPL shall have the sole discretion in such cases.
14. CMEPL including its divisions, affiliates and subsidiaries, and their respective agents and representatives, employees shall not be responsible for any loss of Votes for any reason whatsoever including, due to any technical problems for votes received after the deadline as a consequence of computer service delays, interruptions, electronic failures or overloads, or for lost, misdirected or misplaced votes or 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. The Votes are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, not in prescribed format, irregular in any way or otherwise not in compliance with these Terms and Conditions.

15. Below mentioned are the details related to the Voting Period during which Viewer(s) can cast the Vote(s):

Voting Lines Open		Voting Lines Close	
Date	Time	Date	Time
21 <sup>st</sup> December 2025	22:30:00 hrs	22 <sup>nd</sup> December 2025	23:59:59 hrs
28 <sup>th</sup> December 2025	22:30:00 hrs	29 <sup>th</sup> December 2025	23:59:59 hrs

## 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 Vote(s) 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 so collected hereunder shall not be shared 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 <https://www.sonyliv.com/privacy-policy> 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](http://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 the purposes of the Program, as mentioned in the Clause 5 of Section Personal Information.
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 agree that they shall not file any claim against CMEPL for sharing of such personal information.
6. By the act of voting and/ or participating in the Voting Mechanism, the Viewer hereby explicitly consents to collection, storage and process of their personal information. CMEPL shall keep all the information collected confidential. CMEPL shall ensure that the Participants Contestant(s) if contacted are contacted by CMEPL and CMEPL shall not share the information so collected with any party, save and except for the purpose of the Show. All such information collected by the Company shall be deleted from its systems and services within 2 (two) months after the initial broadcast of the final episode of the Show. Please refer to Channel’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 available on the website in addition to the conditions set out in this document.

## **General Terms and Conditions**

1. CMEPL and/or the Channel and/or the Producer and/or Judges of the Show reserve the right with respect to the decisions of the selection and/ or the nomination of the Contestant and the selection/ declaration of the eventual winner and the same shall be final and binding on all the Viewers and in no event shall the Viewers dispute such decision(s). Further, the Vote(s) casted for the Contestant(s) through the Voting Mechanism and the judging of the Contestant(s) based on the same are binding on the Viewers and in no event shall the Viewers dispute the same.
2. CMEPL and/or the Channel reserve the right in its sole and absolute discretion to amend, alter,

modify, change, vary or terminate the format, any terms and conditions mentioned and accordingly the rules for Voting Mechanism, process of Voting, Contestant(s) eligible for nomination, Terms and Conditions, Voting Period and/or Show at any time, at its sole discretion, during the Voting Period without giving any prior notice to the Viewer 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 Mechanism 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) hereby agree that the sponsors, if any, CMEPL, the Producer, its affiliates, its process advisors, its officials, its employees, its representatives, its directors or any other person shall not be liable towards any claim, loss, injury, mental or emotional trauma suffered by the Viewer(s), in any manner whatsoever.
4. CMEPL, the Channel, Producer, sponsors (if any), their respective affiliates, officials, employees, representatives, directors, process advisors and evaluators or any other person shall not be liable to indemnify the Viewer from and against any claim, loss, injury, mental or emotional trauma suffered by the Viewer, in any manner whatsoever.
5. The Viewer(s) to the extent permissible in law, shall not in any circumstances make any claim against CMEPL, Channel, their divisions, their subsidiaries, their employees, their respective agents and representatives, directors, process advisors and evaluators 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.
6. 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 Show, 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 where the Contestant(s) is unable to or does not perform, unless determined by Company's Management, any and all votes submitted for said Contestant(s) will be deemed null for the respective episode of the Program.
7. Further, CMEPL and/or the Channel and/or judges shall be entitled to, at its discretion, any time during the telecast of the Show, to re-introduce the eliminated contestants and/or re-introduce fresh individuals/contestants during any stage of the Show. 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.
8. The Company reserves the right to include without limitation any additional round/level/ feature such as a wild card entry, including introducing any wild card entry in the Show that may include

any person as a wild card entrant/participant at any time during any stage of the Show. The Company reserves all rights to increase or decrease the number of rounds/levels of Show and subsequent rounds of voting at any time at its sole discretion. Voting rounds and selection of wild card entries are subject to Company discretion.

9. The participation in Voting is merely to enable the Viewers to vote for their favorite Contestant and does not entitle any kind of gratification to the Viewer(s).
10. CMEPL reserves the right to terminate, delay, reschedule, and/or postpone the telecast and/ or production of the Show, voting of the Contestants and/ or any other elements related to the Show, 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.
11. 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 Show (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) Nuclear incidents, (13) Cyber-attacks or (14) any other force majeure reasonably beyond CMEPL's control (collectively referred to as "Occurrences"), making the Show 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.
12. 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, Show whatsoever from CMEPL in Viewer's favor. The Terms and Conditions shall be available on the Sony LIV App/ 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.
13. 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/ or the Channel, their directors, employees, officers, affiliates or subsidiaries or process advisors and evaluators to claim any damages. Under no circumstances will CMEPL and/or CMEPL entities or process advisors and evaluators 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.

14. 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 Show, Voting Mechanism and all its components whatsoever.
15. Viewer(s) undertake that they 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(s) which violates any applicable laws, including, inter alia, belonging to another person; or is harmful, harassing, blasphemous, defamatory, obscene, invasive of other's privacy, pedophilic, libelous, hateful, or racially, ethnically objectionable, disparaging, harms minors in any way, violates any law for the time being in force.
16. Viewer(s) agree that they 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.
17. Viewer(s) shall not attempt to gain unauthorized access to the other Viewer 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.
18. Viewer(s) agree to not use the Vote(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.
19. 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 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 and/or any technical errors which in the opinion of CMEPL render the votes invalid, at any point in time during the voting Period or otherwise. CMEPL has the right to substitute an alternative voting method at its absolute discretion.
20. 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, and completeness for any particular purpose.

21. 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.
22. Viewer(s) understand and agree that CMEPL assumes no responsibility for any error, omission, interruption, defect, theft, unauthorized access, technical failure, network disruption or any other failures for any reasons whatsoever on the SonyLIV App.
23. 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.
24. CMEPL shall not be answerable to any person and/ or queries with regards to any of the Voting Mechanism including but not limited to the calculation of votes, systems and processes of voting, selection or elimination, etc.
25. 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 endeavors 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 shall not be responsible to make good any loss or dissatisfaction suffered by the viewer on account of such loss.
26. By participating in the Voting Mechanism, to the extent permissible under law, 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 Show or attempt to restrain or injunct or enjoin, the development, production or exploitation of the Show and/or the continuance of the Voting Mechanism.
27. Viewer(s) acknowledges and agrees that the relationship between the Viewer(s) and CMEPL and the Channel is not a fiduciary, or other special relationship.
28. The Viewer(s) shall comply with all the applicable laws of India. The Viewer(s) shall also comply with the Terms and Conditions including the terms and conditions of the App and Website(s).

29. The Terms and Conditions shall be construed and governed in accordance with the laws of India, any disputes shall be dealt with by Courts in Mumbai, India, which shall have exclusive jurisdiction.
30. CMEPL and/or the Channel reserve the right to modify, alter or amend the format of the Show, no. of votes each Viewer can cast, the rules for Voting Mechanism or any other Terms and Conditions at any time, at its discretion, during the telecast of the Show or at any time during the Period. CMEPL will not be liable and will not entertain any queries related to the same.
31. The Company will not be responsible if the votes of the viewers do not get registered on Sony LIV app website due to any technical errors and/or any other issues on the Sony LIV app website. The Viewer are advised to go through the terms and conditions on the Sony LIV app website before logging on and casting their votes. The Viewer shall not raise any claims against CMEPL for any errors and/or omissions and/or any issues of whatsoever in relation to the voting on the Sony LIV app website.
32. The participation in the Voting by casting votes will be construed as an unconditional acceptance of the stated terms and conditions i.e. this document and any other document as and when revised and/or appended by the Company.
33. 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 Company liable for any such technical problem or shall have any claim in this regard.
34. 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.
35. 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 Show 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.sonyliv.com](http://www.sonyliv.com) in addition to the conditions set out in this document.
36. The Company will not be responsible for any failure, delays / non-availability / downtime of the application service or website service or any other technical or non-technical issue that prevents the voting or interrupts with the voting process.
37. The Company and its sub-contractors are not responsible for delayed receipt or non-receipt or

incomplete receipt or corrupt receipt of votes during voting process.

38. The Company, its affiliates, process evaluators and process auditors and/ or advisors, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web-site, internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit viewer's ability to vote, including any injury or damage to Contestants or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Company and its organizers are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted, or misdirected votes, which will be disqualified. Organizers shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all votes (provided, however, that Viewer(s) acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).
39. While reasonable precautions are being taken, in case of loss of data, the Company shall proceed with the voting process in the best way possible and no inquiries regarding the same shall be entertained.
40. The Sony LIV App and Website ([www.sonyliv.com](http://www.sonyliv.com)) is controlled and offered by Company from its facilities in India. The Company makes no representations that the Sony LIV App and Website is available for use in other locations. Viewers accessing and/or using the Sony LIV App and Website from other jurisdictions, do so at their own volition and are solely responsible for compliance with applicable laws. The Company cannot guarantee whether the Sony LIV App and Website will function in such jurisdictions outside India. A Viewer may not be able to cast votes in the event the Viewer is travelling outside India. The Company shall not be responsible for the Viewer not being able to access the Sony LIV App and Website and/or the Viewer not being able to cast their vote in such situations.
41. By participating in the Voting process, it is deemed that the Viewer(s) have read, understood, accepted, and agreed 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 Show as uploaded on the Website of Sony Liv and the App.

## **Indemnities**

1. The Contestant(s)/Auditionee(s)/Parents and/or Legal Guardians/ Viewer(s) and their legal heirs hereby shall hold harmless and indemnify the Program Management, the Company, affiliates, group companies, partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors. contractors, partners or other persons used by them in relation to this Show and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Company, Program Management, or by

any third party in connection with the Contestant's participation in the Show, winning the Show, or awarding or the use or misuse of any prize and shall reimburse the Company, and/or the Program Management for any loss, costs, expense, or damage to which said indemnity applies.

2. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Program Management. The decisions of the Program Management shall be final and binding.
3. If Viewer(s) are unclear as to these Rules or any element of the voting process, they can write in with their questions, concerns, or queries to [livsupport@sonyliv.com](mailto:livsupport@sonyliv.com). The Company shall make efforts to respond to the e-mail on a best-effort basis, however, shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.

## **Disclaimers**

1. Program Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property ownership rights, or violations of any law, rule, or regulation.
2. The App is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company and the Program Management 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 Show, App and website. Without limiting the foregoing, the Company and the Program Management 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 Web Site (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Participant/ viewer use of the Web Site, online entry form results in the need for servicing or replacement of Participant/Viewer(s) or another's equipment or data, the Company and the Program Management are not responsible for those costs.
3. Participation in this Show and the voting process is free of cost and all viewers are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Program Management abhors such practices and disclaims all responsibility for the same. The Program Management shall not be liable to any Participant for any amount paid in this regard.

## **Limitation of Liability and Remedies**

1. The Program Management reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any Contestant/ Viewer who is deemed ineligible or for any reason that the Program Management feels is necessary and/or appropriate, including without limitation, if that Contestant/ Viewer has not complied with these Rules of the Show, the Program Management determines he/she is attempting to undermine the legitimate operation of

the Show by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Contestant/ Viewer or the Program Management, the Selection Panel, Jury or has interfered, in Program Management's sole opinion, with the proper conduct of the Show.

2. Viewers, users and/or any party that accesses the Sony LIV app and Website , agrees that neither the Company nor any third party content or service providers involved in the Show will be liable to Contestant/viewers for any loss or damages, either actual or consequential, arising out of or relating to these Rules, Viewer's/ Contestant's use or inability to use the App or Web Page, or to Viewer's /Contestant's reliance upon information obtained from or through the App or Web Page, participation in the program, travel, or use or misuse of any prize. In particular, neither the Company 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, visitor's use or inability to use the App or Web Page, online entry form or to visitor's reliance upon information obtained from or through the App or Web Page, participation in the Show, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.
3. The participation in the Show implies unconditional acceptance of all these Terms and Conditions of the Show by the Contestant.

## **Application**

1. The Company shall not be under any obligation to Viewer(s) and shall have no obligation or rights in relation to the Show and shall have no claims whatsoever against the Company relating to the selection process, gratification, or the running of the Show.
2. The Company shall not be responsible for:
  - i. Program Management not receiving or rejecting any data
  - ii. 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
  - iii. Other conditions/situations or failures beyond its control.

***The Terms and Conditions have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi and English Terms and Conditions, the interpretation of the English Terms and Conditions shall prevail.***