

**TERMS & CONDITIONS GOVERNING PARTICIPATION IN KAUN BANEGA  
CROREPATI- SEASON 14**

**I. CONTEST DESCRIPTION:**

"**Kaun Banega Crorepati**" is a quiz based game show primarily in Hindi language which is being produced by and broadcasted by Sony Pictures Networks India Private Limited ("**Company**") for on the channel Sony Entertainment Television ("**Channel**") which is owned by the Company and/or its affiliates.

**II. DEFINITIONS:**

- 1.
2. "**Auditions**": means the ground auditions held on certain dates and cities as informed to the selected Contestant(s).
3. "**Auditionee(s)**": The Registrant(s) who is selected for participation in the Auditions
4. "**Back-up Participant(s)**": The Auditionee(s) selected to participate in the Fastest Finger First round of the Show, only in case any selected Participant(s) does not appear for the shoot at the Studio, for any reason.
5. "**Company/SPN**": Sony Pictures Networks India Private Limited and/or its affiliates, holding company, subsidiaries, group companies, related entities, format owners etc., the organizers of the Show.
6. "**Contestant(s)**": The Registrant(s), Auditionee(s), Participant(s), Back-up Participant(s), Hot Seat Contestant(s) all collectively referred to as "**Contestant(s)**". Any Contestant who has made it even once to the HOT SEAT of the current season of the Show or any of the previous KBC Hindi seasons of the Show will not be eligible to participate in the current season of the Show. The Contestant(s) can make it only once to the Audition round of the Show across all the Schedules of the Show.
7. "**Celebrity special/s**": Any Episode/s of the Show specially recorded with Celebrity Hot Seat Contestant(s).
8. "**Contributor**": Any person other than the Contestant(s), who participates, attends, and/or is present at any of the Auditions, and/or the Show.
9. "**Episode**" An episode of the Show.
10. "**Fastest-Finger First/FFF**" means that part of the Show where 3 questions are asked to the selected Participant(s), who in turn shall answer the same. The Participant who answers all the 3 questions correctly in the least cumulative time shall be entitled to proceed to the Hot Seat as the Hot Seat Contestant.
11. "**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 the Show.
12. "**Participant(s)**" The Auditionee(s) who is selected to participate in the Fastest Finger First round of the Show.
13. "**Phone A Friend Candidate(s)**": A friend of the Participant who is selected by the Participant as phone a friend lifeline candidate. Phone A Friend Candidate(s) shall be above 18 years of age as on April 09, 2022 and an Indian national residing in India.

14. **“Registrant(s)”**: Any person(s) who participates in the Show and who (i) is above eighteen (18) years of age as on April 09, 2022; (ii) is a citizen of India and residing in India (iii) has not made it more than once to the Audition round of the Show across all the Schedules of the Show (iv) has not made it to the hot seat of the current or any of the previous seasons of KBC Hindi (v) is of sound mind and health (vi) must enter the Show on their own behalf only and entry(ies) by proxy will not be accepted, even for their family members and (vi) enters the Show in accordance with the Terms and Conditions stated below. Employees, vendors (including auditors), agents and promoters (including their immediate family members) of the Company, and of its divisions, affiliates and subsidiaries, and others associated with the Show in any manner; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi, are ineligible to enter the Show and in case they do participate or register to participate by misrepresentation, the Company shall in its sole discretion disqualify and discontinue such participation.
15. **“Terms and Conditions”**: These Terms and Conditions governing the Show, stated herein in entirety, as may be amended from time to time.
16. **"Seasonal special/s"**: Any Episode/s of the Show specially recorded to celebrate a specific time of year.
17. **“Schedule”**: An Episode or a set of Episodes to be recorded and/or recording dates as pre-determined by the Company.
18. **"Show"**: Each Episode of the program (including any Seasonal special/s or Celebrity special/s Episode/s/) that is telecast.
19. **“SonyLIV App”**: means the application owned and hosted by the Company where Registrants can register for the Show.
20. **“Studio Part”**: That part of the Show, which takes place in the Studio whether or not part of the Show.
21. **“Studio”**: means the Studio at Film City, Goregaon (East), Mumbai or any other studio as decided by the Company where the shoot for the Show / part of the Show / promos of the Show takes place.
22. **“Winner”**: The Hot Seat Contestant(s) who correctly answers all questions posed by the Host in the Show and wins a prize money.

### III. PROCEDURE TO PARTICIPATE IN THE SHOW:

#### Level 1

- a) One Show question having four multiple choice answer options will be aired each day during the promotions of the Show on the Channel, beginning from April 09, 2022 to April 24, 2022. In order to participate, mobile telephone subscribers can register either by sending SMS on the numbers shared during the promotions or can register using the SonyLIV application available on iOS and Android platforms through the methods stated in point 5 below [excluding any calls made from a public call office (PCO)]. A total of fifteen (15) unique questions will be asked. The promotions will be aired inviting all viewers to register for the Show. The SMS acceptance and mobile app acceptance for each

question shall be open for the next twenty four (24) hours i.e. beginning from 9:00:00 PM (IST) to next day 8:59:59 PM (IST) only every day. Detailed timelines are as below:

Question	Lines open		Lines close	
	Date	Time	Date	Time
1	09-Apr-22	21:00:00	10-Apr-22	20:59:59
2	10-Apr-22	21:00:00	11-Apr-22	20:59:59
3	11-Apr-22	21:00:00	12-Apr-22	20:59:59
4	12-Apr-22	21:00:00	13-Apr-22	20:59:59
5	13-Apr-22	21:00:00	14-Apr-22	20:59:59
6	14-Apr-22	21:00:00	15-Apr-22	20:59:59
7	15-Apr-22	21:00:00	16-Apr-22	20:59:59
8	16-Apr-22	21:00:00	17-Apr-22	20:59:59
9	17-Apr-22	21:00:00	18-Apr-22	20:59:59
10	18-Apr-22	21:00:00	19-Apr-22	20:59:59
11	19-Apr-22	21:00:00	20-Apr-22	20:59:59
12	20-Apr-22	21:00:00	21-Apr-22	20:59:59
13	21-Apr-22	21:00:00	22-Apr-22	20:59:59
14	22-Apr-22	21:00:00	23-Apr-22	20:59:59
15	23-Apr-22	21:00:00	24-Apr-22	20:59:59

*Note: Timelines are subject to change based on degree of participation, technical issues, force majeure reasons, etc.*

- b) The calls and / or registrations using the SonyLIV application for iOS / Android platforms and/or SMS (together referred to as “**Entry**”) for participating should have been completed on or before closing of the defined timelines in order to be considered as a valid entry (“**Valid Entry/ies**”).
- c) The cellular number from which the registration is received or has been input by the Registrant(s) will be used as unique identification number received to identify the Registrant. Valid Entries sent each day shall only be considered for the random selection process for that day (a day is defined as a 24-hour period commencing from 9:00:00 PM to 8:59:59 PM the next day) for each applicable Period.
- d) In case of multiple entries received from the same mobile number, only the first valid entry will be considered for each mobile number registered through each mode of entry for each call for entry question.
- e) To participate in the Show, the Registrant has to give the correct answer by choosing the correct option and sending the Entry in the manner prescribed in the grid below and as stated in the promotions of the Show:

Mode of participation	Dial in numbers to be used
SMS	509093

SonyLIV App	As per the flow defined in the Sony Liv app
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*The SMS rates for participation are as follows:  
For 509093– Upto Rs 3/- per SMS\*\**

*\*\*Rates subject to change in accordance with applicable TRAI regulations. Please check rates with your telecom operators. 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.*

The shortcode 509093 is available on the following operators:

Airtel, Jio, & Vodafone-Idea in select circles

- f) It is hereby clarified that the inability to answer any CFE question, will not lead to disqualification, however, in order to stand a chance to move to Level 2, a viewer has to answer at least one CFE question correctly.
- g) How to answer through SMS?
- i. **SMS KBC<Space>A/B/C/D<Space><Age (completed years as on April 09, 2022)><Space><Gender (M/F/O) to 509093**
- For e.g. KBC A 24 M
- ii. The following data fields will be stored (1) Number from which SMS is received (2) Message (3) date of receipt (4) time of receipt (5) response sent (valid/invalid)
  - iii. In case of error in SMS format, the response message will read on the lines of **“Invalid keyword. SMS KBC A/B/C/D Age M/F/O to 509093.TnC on www.sonyliv.com. Up to Rs 3/SMS.”**
  - iv. The acknowledgement message for entries sent in the prescribed format will read on the lines of as **“Thanks. If selected KBC Team will contact you in 10 days.T&Cs-www.sonyliv.com.Rs3/SMS. Only 1st valid entry from a mobile number will be considered per question”**
- h) Participating in the Show using SonyLIV application (available on iOS and Android platforms):

In order to participate through the SonyLIV application, follow the following process:

1. Download the SonyLIV application from the application store. Please note, the application download is free of cost, however data charges may apply. For further details on data charges, please contact your service provider.
2. Enter your mobile number. Please note that we will be able to get in touch with you only if the mobile number you have shared is registered with the service provider in India.

3. Select your age from the options provided. Please note that only those Registrants will be considered for participation in the Show who have completed 18 years of age as on April 09, 2022.
4. Choose your gender.
5. Select your education.
6. Select your occupation.
7. Please select your area of residence as per the options provided (you should have documented proof for your address)
8. Please select your answer option (A/B/C/ D) for the general knowledge-based question to complete the registration process.

Once you have submitted the answers to all the questions, you will get see a confirmation screen confirming the registration.

## **LEVEL 2**

- a) From among all the Valid Entries received, a total of approximately 1,12,515 Valid Entries will be selected by the randomizer software.
- b) While multiple entries from the same mobile telephone number will be considered by the randomizer software, once a mobile telephone number is chosen, it would not be chosen the second time during any of the rounds.
- c) The Valid Entries will be shortlisted by the randomizer on a daily basis from the Valid Entries received for each day (defined as the period from 9:00:00 PM to 8:59:59 PM the next day).
- d) The shortlisting of Valid Entries by the randomizer will use the pre-defined reservation criteria on reasonable endeavors basis which is as follows:

Zones	Level 1 grid (in percentages)	Males + Others			Females		
		18-30	31-50	51+	18-30	31-50	51+
1	Mumbai, Delhi	3%	4%	3%	3%	4%	2%
2	Gujarat, Daman & Diu, Dadra & Nagar Haveli	3%	3%	2%	2%	3%	2%
3	Maharashtra (except Mumbai), Goa	2%	2%	2%	2%	3%	1%
4	Punjab, Haryana, Chandigarh, Himachal Pradesh, Jammu & Kashmir, Ladakh & Rajasthan	3%	3%	2%	2%	3%	2%
5	Madhya Pradesh, Chhattisgarh	2%	2%	2%	2%	2%	1%
6	Uttar Pradesh, Uttarakhand, Bihar & Jharkhand	2%	2%	2%	2%	2%	2%
7	West Bengal, Odisha, Assam, Sikkim & North Eastern States	2%	2%	2%	2%	3%	1%
8	Rest of India	1%	0%	1%	0%	1%	0%

*(Source: \*The weightages in the reservation grid have been allocated as per the Broadcast Audience Research Council India viewership data for All India markets for 'Sony Entertainment Television' channel over a period of Week 04'2022 – Week 11'2022 | Mon-Fri 0000-2359)*

- e) In the event one or more cells of the grid are not capable of being completed by the randomizer software due to inadequate Valid Entries, the balance may be filled at the discretion of the Company. Shortages in the grid on any one day could either be made up from other correct registrations of that day, incorrect registrations of that day, or in subsequent days.
- f) A total of approximately 1,12,515 valid correct entries of the Registrants received will be called-back through an IVR call on the number used for registration as per the details available

with the Company, from April 12, 2022 to April 27, 2022 [Note: Timelines are subject to change based on degree of participation, technical issues, force majeure reasons, etc.]

- g) The IVR call flow will be as follows:
- a. The Registrant will receive a call on their registered mobile number. If Registrant is busy or not reachable then 2 more attempts will be made to call the Registrant at interval of 30 minutes each from the time of the previous attempt.
  - b. The IVR will welcome the Registrant and asked for preferred language option which is press 1 for Hindi and 2 for English
  - c. The Registrant will be asked to confirm if the Registrant has registered for KBC (1 for Yes, 2 for No). ***If Registrant selects 'No' then the IVR will tell the Registrant that they cannot participate further, and the call will get disconnected.***
  - d. The Registrant will then be informed that if they get selected for final round, they would be required to attend ground audition and the show shoot between a specified time period and ask for their confirmation for attendance (1 for Yes, 2 for No). ***If Registrant selects 'No' then the IVR will tell the Registrant that they cannot participate further, and the call will get disconnected.***
  - e. The Registrant will be asked to enter age in completed years as on April 09, 2022 (for e.g. if a person is 25 years and 11 months old, they will have to enter 25)
  - f. The Registrant will be asked to enter gender (1 for male, 2 for female, and 3 for others)
  - g. The Registrant will be asked to provide their educational qualification (1 for graduate, 2 for non-graduate)
  - h. The Registrant will be asked to select their occupation [1 for employed with the government or armed forces, 2 for self-employed or entrepreneur, 3 for employed in IT, BPO, legal and financial services, 4 for teacher, student, researcher or scientist, 5 for farmer or employed in food processing, 6 for Doctor or employed in health services, 7 for employed in travel, tourism, fashion or retail, 8 for Others (Home maker, artist, Daily Wage Earners etc.)]
  - i. The Registrant will be asked to confirm if Registrant has reached the hot seat of the current season or any of the previous KBC Hindi seasons of the Show? (1 for Yes, 2 for No). ***If Registrant selects 'Yes' then the IVR will tell the Registrant that they cannot participate further, and the call will get disconnected***
  - j. The IVR will then ask the Registrant to give answer to two 'skill based' questions with multiple choice asked one after another, and give one answer to 'nearest to answer' question\*\* (i.e. the answer provided by the Registrant must be closest to the correct answer).
  - k. The call will end with a thank you note informing them that if they are selected for the next stage i.e. Level 3, they will be contacted within fifteen (15) days

\*\*The 'nearest to answer' question is an open-ended question (e.g. what the distance in km between Mumbai and Agra) is for which the Registrant is required to enter the answer number, then press the star / hash key.

If any of the information requested during the IVR is not provided by the Registrant(s) as per the instructions of IVR within four (4) seconds then the instruction will be repeated once again, after which also if the answer is not received for further four (4) seconds then a termination message will be played and the call will end. If answer is not received in the correct format, or is not from amongst the acceptable answer options, the question will be repeated once again; if an invalid



response is received a second time, then a call termination message will be played and the call will end.

Channel and Company are not responsible if the IVR call is not successful due to including but not limited to the following reasons:

- i. Line being busy
- ii. No answer received
- iii. Call drop
- iv. Other reasons that could render a call unsuccessful or terminate it.

The Company shall not be liable in the event the Registrant is not able to participate in the following rounds of selection due to any delay or non-receipt of such call back to the Registrant.

### **LEVEL 3**

- a) On successful completion of Level 1 and Level 2, all selected Registrants will be evaluated and shortlisted by the randomizer on pre-defined reservation criteria. Approximately, 8,400 Registrants, who have cleared Level 1 and Level 2, will be selected to attend the Ground Auditions as Auditionees.
- b) In the event, there are less than the required number of Registrants, the Registrants with less than the required number of correct answers may be selected by the randomizer. In the event of a tie, the answer to the 'nearest to' questions will be used to select the correct entry. In case of a tie in the 'nearest-to' question also, the Company will select the Auditionees on a random basis or any other method that they think is reasonable.
- c) The selection of the auditionees for online auditions by the randomizer will use the following pre-defined reservation criteria on, reasonable endeavors:

Zones	Level 2 grid (in percentages)	Males + Others			Females		
		18-30	31-50	51+	18-30	31-50	51+
1	Mumbai, Delhi	3%	4%	3%	3%	4%	2%
2	Gujarat, Daman & Diu, Dadra & Nagar Haveli	3%	3%	2%	2%	3%	2%
3	Maharashtra (except Mumbai), Goa	2%	2%	2%	2%	3%	1%
4	Punjab, Haryana, Chandigarh, Himachal Pradesh, Jammu & Kashmir, Ladakh & Rajasthan	3%	3%	2%	2%	3%	2%
5	Madhya Pradesh, Chhattisgarh	2%	2%	2%	2%	2%	1%
6	Uttar Pradesh, Uttarakhand, Bihar & Jharkhand	2%	2%	2%	2%	2%	2%
7	West Bengal, Odisha, Assam, Sikkim & North Eastern States	2%	2%	2%	2%	3%	1%
8	Rest of India	1%	0%	1%	0%	1%	0%

*Note - The Company at its sole discretion may also consider additional filters like occupation, education etc. to shortlist the participants for further rounds as they deem fit.*

In the event, there are less than the required number of Registrants for a particular cell in the reservation grid, then the same will be filled-up from the remaining Registrants, as selected by the randomizer.

- d) A total of approximately 8,400 Registrants who have cleared Level 1 and Level 2 will be called-back through an IVR call on the number used for registration as per the details available with the Company

e) The IVR call flow will be as follows:

- a. The Registrant will receive a call on their registered mobile number. If Registrant is busy or not reachable then 2 more attempts will be made to call the Registrant at interval of 30 minutes each from the time of the previous attempt.
- b. The IVR will welcome the Registrant and asked for preferred language option which is press 1 for Hindi and 2 for English
- c. The Registrant will be asked to enter age in completed years as on April 09, 2022 (for e.g. if a person is 25 years and 11 months old, they will have to enter 25).
- d. The Registrant will be asked to enter gender (1 for male, 2 for female, and 3 for others)
- e. The Registrant will then be informed that they have been selected for the ground audition round to be held as per specified date and time and ask for their confirmation for attendance (1 for Yes, 2 for No). ***If Registrant selects 'No' then the IVR will tell the Registrant that they cannot participate further, and the call will get disconnected.***
- f. The Registrant will then be informed that they would be required to provide proof of identity and proof of address as per any of the specified documentation.
- g. The Registrant will then be provided guidelines regarding the ground audition with respect to registration, GK test and instructions for the in person interview round.
- h. The call will end with a thank you note.

If any of the information requested during the IVR is not provided by the Registrant(s) as per the instructions of IVR within four (4) seconds then the instruction will be repeated once again, after which also if the answer is not received for further four (4) seconds then a termination message will be played and the call will end. If answer is not received in the correct format, or is not from amongst the acceptable answer options, the question will be repeated once again; if an invalid response is received a second time, then a call termination message will be played and the call will end.

Channel and Company are not responsible if the IVR call is not successful due to including but not limited to the following reasons:

- v. Line being busy
- vi. No answer received
- vii. Call drop
- viii. Other reasons that could render a call unsuccessful or terminate it.

Note: Travel, accommodation and all other expenses in relation to the participation of the Auditionee, will be at the Auditionees' own costs and only the Auditionee will be permitted to enter the Audition venue upon submission of the above-mentioned documents and photographs.

The Company shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the registration process.

The Company shall not be responsible and/or liable in any manner whatsoever in case the Auditionee(s) is unable to participate in the audition process due to failure in delivery of the confirmatory call.



The Company at its sole discretion may decide to conduct the callouts manually through Call Centre Executives (CCEs) at any given time as they deem fit.

#### **LEVEL 4 – Ground Audition**

- a) The Registrants who confirm their attendance for the Ground Audition Period and the Shoot Period during the L2 call outs are eligible to proceed further.
- b) The Audition will be conducted between May 10, 2022 and May 25, 2022 respectively. The timings for registration of Auditionees will be intimated and cannot be changed or modified to suit Auditionee's requirements.
- c) The Auditionees will have to be present at the allotted Audition venue on the date and time allotted to such respective Auditionees along with the documents and photographs required (both in original and attested photocopy).

Note: Travel, accommodation and all other expenses in relation to the participation of the Auditionee, will be at the Auditionees' own costs and only the Auditionee will be permitted to enter the Audition venue upon submission of the above-mentioned documents and photographs.

- d) The doors to the room will shut at 9 a.m. or at such time as the Company may decide in its sole discretion. Late entrants may stand disqualified from the Audition process at the discretion of Company. Each Auditionee will be provided a unique registration number, which Auditionee must carry with him/her at all times while at the Audition. The Auditionees will have to sign the registration form along with the release form and any other documents as required by the Company in order to participate in the Auditions. Company's authorized representatives will have the final right to refuse registration/eligibility at their sole discretion.
- e) Subject to completion of formalities as prescribed by Company, the Auditionees will have to first go through a written GK test. Basis the scores of the GK test, the top 250 Auditionees who have scored the highest in the GK test will be selected to appear for a Video Audition. Please note that this is an indicative number and the actual number of Auditionees to be shortlisted for the Video Audition shall be communicated by the Company at the Audition venue. If the selected Auditionees fail to complete both the Written Test and Video Audition, then the Auditionee shall be disqualified from further participation.

#### **(i) Written Test for the Individuals**

- The Auditionees will be seated in a hall for the entrance test.
- The doors to the room will shut at 9.00 am or at such time as the Company may decide in its sole discretion. Auditionees arriving later than such time will not be eligible for participation in the Auditions. The Company reserve the right to increase / decrease / alter the number of Auditionees at any audition centre or conduct the audition slot wise.
- The Auditionees will be given a certain fixed amount of time to fill out their answer options (A / B / C / D), on their answer sheet.
- In the event the answer sheet is lost, unreadable, incomplete or untraceable e.g., the Auditionee's name / number is not mentioned on it, such Auditionee may be disqualified.

#### **(ii) Video Audition**

- The Top 250 Auditionees who have scored the highest in the Written Test will have to undergo a personal interview.
- The Company reserves the right to increase/decrease the number of Auditionees to be shortlisted for the Video Audition as they deem fit. In such a case, the final number of Auditionees to be shortlisted for the Video Audition round shall be communicated by the Company to the Auditionees at the Audition venue.
- The Video Auditions will be taped for future reference by the Company.
- In the event of any unforeseen loss of recordings, Company at its own discretion may request Auditionees to appear for a repeat Audition session.
- The Company reserve the right to increase / decrease / alter the number of Auditionees at any audition centre or conduct the audition slot wise.

f) The Auditionees will have to carry with them the following documents to the audition venue:

1) For valid name proof (any one of the following):

1. PAN Card along with Birth certificate
2. Passport
3. Voter ID or
4. Driver's License
5. UID / Aadhar card

2) For Valid address proof (any one of the following):

1. Landline Phone / Electricity Bill
2. Passport
3. Voter ID
4. Driver's License or
5. Ration card
6. UID / Aadhar card

The Auditionee will need to carry the original document and 2 attested photocopies of each document. All the above-mentioned documents must be in English or Hindi only.

(Submission of the aforesaid documents/photos of Video A Friend Candidates does not imply that the Auditionee has been selected for further participation.)

- g) All Auditionees shall maintain the decorum of the Audition venue and shall abide by the Terms and Conditions thereof. Further the instructions of the Company shall be adhered to strictly. Any Auditionee who acts in contravention to the instructions of the Company or creates nuisance either to the Company or to any other person, shall immediately be disqualified from participating in the Audition and the Show and shall be asked to leave the Audition venue.
- h) The decision of the Company in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Company shall be final and binding on all concerned.
- i) The auditions can be moved to an online platform to abide by the Central or State Government issued guidelines or regulations related to Covid-19 pandemic. In such cases, the Company will not be liable to reimburse any travel and accommodation expenses.
- j) The Company reserves the right to conduct online personal interviews (PI) as they deem fit of the auditionees who could not attend the ground auditions for any reason.

## **LEVEL 5**

- a) Two-member jury will evaluate the shortlisted Auditionees on the basis of the answer sheets and the recorded footages of the Video Audition of the Auditionees. Shortlisted Auditionees from this evaluation round will be evaluated by the 2<sup>nd</sup> evaluation jury.
- b) The 2<sup>nd</sup> evaluation shall be performed by a three-member jury i.e. one representative each from the Company and an independent member (“**Judges**”). The Judges will select the Participants on the basis of the answer sheets and recorded footages of the Video Audition of the Auditionees. Two lists of Participants will be selected for the Fastest Finger First round, out of which one list of Participants will be used for replacement purposes.
- c) The number of Participants to be selected per week for the Fastest Finger First Round are as under:
  - 10 Participants for each week comprising of 5 (five) episodes per week.
- d) In addition to this Back-up Participant(s) will be selected to participate in the Show, in case any selected Participant fails appear for the shoot, for any reason.
- e) In addition to the Backup Participant(s), 10 (ten) Participants maybe shortlisted from Mumbai (again in descending order of performance evaluation) as “stand-by” in order to replace any confirmed shortlisted Participant fails appear for the shoot, for any reason. Being on “stand-by” does not guarantee any selection and no monetary sum will be paid out by the Company. The Company shall not be responsible for any opportunity loss of any kind, at any stage of the Show.
- f) In addition, there will be special/ celebrity episodes/ weeks for which shortlisting of Participants will be performed through an alternate process of registration/casting by the Company.
- g) Based on Company’s requirement and creative discretion, the final selection of Contestants for Fastest Finger First round of any Episodes/week of the Show will be made from amongst the shortlisted pool of Participants. Once a Participant is selected as a Contestant for Fastest Finger First round of any Episodes/week, the following process will ensue:
  - i. The representatives of the Company (“**Representatives**”) will notify the selected Auditionees of their selection for the Fastest Finger First round and ask for confirmation of their details (name, gender, date of birth and address), after which the Representatives will inform the selected Contestants of the shoot date and documentation requirements, based on finalized shooting schedules. The Contestant is requested to carry a valid English/Hindi Identity proof and 3 passport size color photographs of the Contestant to the Studio for the shoot. In case of non-availability of Contestant or of the Contestant’s supporting documentation, further participation will not be permitted.
  - ii. For the shoot, the Company may cluster the shortlisted Contestants into different groups, based on creative requirements of the Show. No questions / queries will be entertained based on the same. The Company reserves the right to alter or modify the clusters without providing any reasons / justifications for the same to any person or Contestant(s).
  - iii. Upon confirmation by the selected Contestant of the Contestant’s availability for the Fastest Finger First round, Contestant shall qualify for the said round.

- iv. The Contestant will be permitted to bring along one companion for the shoot of the Episode. The Contestant(s) and the Contestant's respective companion will travel at their own risk.
- v. The Company shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the Contestant(s) and one companion who have confirmed attendance with the Company. The travel and stay arrangements will be made as per the Company's discretion and any request in this regard by the Participants or their companions shall not be entertained. However, in case of Contestant(s) residing in Mumbai the Company shall not be responsible for making any accommodation arrangements.
- h) The Contestant(s) who have been selected for a particular week to play Fastest Finger First round shall be eligible to play for that week i.e. Monday to Friday. However, in case of any special episodes or in case of cancellation of a particular episode for that week, the Contestant(s) will not be eligible to play for such days as decided by the Company at their sole discretion.
- i) The Company may require the Contestant to sign an undertaking or declaration any other similar documents prior to them attending the shoot, with regard to their participation. The Contestant hereby agrees to sign all such documents that may be required by the Company and any refusal by the Contestant to sign such documents shall give Company the right to disqualify such Contestant.

#### **IV. GENERAL TERMS AND CONDITIONS**

1. Participation in the Show by sending entries in any of the aforesaid manner shall be considered to be acceptance of these Terms and Conditions.
2. These Terms and Conditions may be subject to amendment from time to time and as such participation in the Show would be considered acceptance of the amended these Terms and Conditions.
3. There is no levy of an entry fee for participation in the Show. Further, the Show or the Company does not distribute or declare any no lotteries, prize monies, cash prizes etc. Any person who claims to be from the Company and asks the Contestant(s) for paying an entry fee for participation in the Show or claims that the Contestant has won any lotteries or cash prizes from the Show or the Company, is defrauding the Contestant(s) and Contestant(s) should report this to the local police immediately. The only way to participate in the Show is in the manner detailed hereunder and any person who claims to be from the Company and offers any lotteries, prize monies, cash prizes etc. to anyone is defrauding the person and Contestant(s) should report this to the local police immediately.
4. Participation is open to adult citizens of India i.e. only those who have completed 18 years of age as on April 09, 2022 and the citizen should be of sound health and mind. Persons must enter the Show on their own behalf only and entry(ies) by proxy will not be accepted, even for their family members.
5. An Entry/ies is not transferrable.
6. Participation on the Show is voluntary and the Contestant(s) hereby confirms to be present on such dates at the Audition Venue, as may be communicated by the Company. Should the Contestant(s) fail to make themselves available for the audition or the shoot of the Show, the

Company reserves the right to disqualify or remove such Contestant(s) from the Show at its discretion without being required to offer any reasons whatsoever.

7. Employees, agents and promoters (including their immediate family members) of the Company, and of its divisions, affiliates and subsidiaries, vendors (including auditors) and others associated with the Show in any manner; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi; any Contestant who has made it more than once to the Audition round of the Show across all the Schedules of the Show or made it even once to the hot seat of the current season of the Show or any of the previous KBC Hindi seasons of the Show are ineligible to enter the Show and in case they do participate or register to participate by misrepresentation, the Company shall in its sole discretion disqualify and discontinue such participation. Failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within a reasonable time upon request by the Company may result in disqualification. The Company also reserves the right to disqualify a Contestant incase a discrepancy is found to exist in the information furnished/provided/stated by the Contestant during the conversation with the Company or any of the Company's sub-contractors and vendors in the Show, and/or in the information stated in the documents furnished by the Contestant.
8. The Contestant(s) hereby represents that Contestant(s) is not under any exclusive contracts with any other third party/ agency/production house or is not under any kind of disqualification under law to enter into an agreement with the Company or its affiliates, as the case may be. The Company reserves the right to disqualify any Contestant (s) who is under any such exclusive contracts or other disqualifications.
9. The Contestant(s) shall undertake, warrant and guarantee to the Company that the Contestant has the full legal capacity to participate in the Show in accordance with these Terms and Conditions.
10. Any views, opinions, statements, stories, incidents, comments etc. expressed by the Contestant(s) on the Show are their own. The Contestant(s) shall be completely responsible for the same and shall keep the indemnified at all times in this regard. The Company shall not be responsible for any claims arising from any statements made by the Contestant(s) on the Show and the Contestant(s) shall be responsible to settle such claims on their own, without involving the Company.
11. By registering for the Show, the Contestant(s) represents that Contestant(s) is medically fit and do not have present or past psychological ailments. If in the past Contestant(s) has had any psychological ailments or have been under medication for any psychological anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Company in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Show. In the event the Contestant(s) suffers from any medical conditions during the shoot, then the Company, will on a best endeavor basis provided reasonable medical assistance to the said Contestant(s). However, in the event such medical condition renders the Contestant(s) unfit for further shooting/participation in the Show, then the Company shall have the right to disqualify such Contestant(s) from further participation. If such Contestant(s) has won any prize money before any such disability, then the same shall be paid to the Contestant(s) in accordance to the process communicated by the Company.

12. Contestant(s) will not be confirmed as Contestants for the Show if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Contestant(s) to be medically fit for participation. Nevertheless, the final decision regarding their participation in the Studio Part of the Show rests entirely with the Company. If the Contestant suffers from any medical condition or is diagnosed with any medical conditions during the shoot of the Show, such that the Contestant will be unable to shoot of the Show any further or Contestant presence on the sets might put the others on the sets at risk of contracting the same medical conditions/issues, then the Company may choose to cancel such Contestants participation, at whatever stage the same might be.
13. Where the Contestant is required to travel for the Show, the Contestant shall consider all factors of disruption in travel, quarantine, etc. due to Covid-19 pandemic or otherwise to be available for participation in the Show or the Audition. If the Company has reasons to believe that the Contestant shows any symptoms of having contracted COVID -19 or any other communicable infections/diseases, then the Company shall have, in its sole discretion, the right to cancel their participation on an immediate basis, at any given stage and the Contestant hereby agrees not to make any claims in this regard. The Company shall at no time be responsible for any medical expenses of the Contestant. The Contestant hereby undertakes to keep the Company promptly inform in the event Contestant is feeling unwell or has any symptoms of having contracted COVID-19 virus. Any delay or failure on part of the Contestant to inform the Company of Contestant's symptoms can lead to disqualification.
14. The Company cannot be held liable in case any participant contracts the COVID-19 virus during an audition or shoot even after the participant has taken all necessary precautions and vaccination.
15. The Company shall be responsible for making arrangements or paying for the travel, lodging and food expenses of the Contestant and for any of their companions for the purpose of the shoot. In case, the Company cannot make the arrangements then the Contestant can claim reimbursement of the same with prior approval from the Company. The Company is not responsible to cover these costs for any additional 3rd person or family members of the Contestant. The Contestant shall be at all times responsible for obtaining all appropriate permissions to enable them to travel for participation in the Show and the Company shall not be responsible for the same at any time.
16. The Contestant undertake to follow all Central or State Government issued guidelines or regulations related to Covid-19 pandemic. The Contestant and their companions are advised to always abide by the advisories issued by the relevant Government with respect to social distancing and wearing masks for their own safety and for the safety of the other around them. The Contestant agrees to participate in the Show at its own risk, and agrees to release the Company, to the maximum extent allowed by law, from any liability, direct or indirect, connected to or resulting from any Covid19 connected illness (or loss of life) that may be suffered by the Contestant and/or any relatives of the Contestant.
17. In the event of delay or failure on part of the Contestant to make themselves available for the Show or in case of any force majeure event or any other reasons, the Company may either choose to the reschedule the shoot for such Contestant, at its own discretion and shall not be under any obligation to do so, or the Contestant may stand eliminated/disqualified at the



discretion of the Company. However, the Contestant understands that being unable to participate for the Show on the given date(s) due to any reasons would cause immense and irreparable loss to the Company. The Contestant hereby unconditionally agree to indemnify The Company, its affiliates, group companies, partners, sponsors, 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 the inability or unavailability of the Contestant to participate the Show as per the schedule decided and informed by the Company.

18. The Contestant(s) represent that Contestant(s) has not been accused or convicted or is otherwise involved in any criminal offence (including but not limited to acts of moral turpitude and harassment) and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the Contestant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company and has no other disability which would prevent Contestant's participation in the Audition or the Show (if selected).
19. The Contestant(s) acknowledges that Contestant(s) has voluntarily chosen to participate in the Show at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Show. It is a condition of entry and participation in the Show that the Contestant(s) has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing and/or merchandising contracts) or other arrangement for example with a management company or an individual to act as the Contestant's manager in respect of the Contestant's performing abilities or the products thereof or in respect of the Contestant's name, likeness, image or biography which might be in breach of the Terms and Conditions or otherwise prevent the Contestant(s) from participating in the Show or the broadcast, promotion, exploitation or sponsorship thereof.
20. During the Studio Part of the Show Contestant(s) is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead. The Contestant(s) are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Show.
21. The Contestant hereby undertakes to adhere to all health and safety guidelines issued by the Company. The Contestant shall ensure that the Contestant follows and abides by all the instructions given by the Company with respect to the shoot of the Show including but not limited to all instructions issued by the Company or any production house designated by the Company with respect to the curbing the spread of the COVID -19 virus. The Company reserves the right to terminate the participation of any Contestant at any stage in the event the Contestant fails to follow any instructions of the Company with respect to the Show.
22. If entries are received for participation, it is assumed that the person sending in the entry has provided the Company with permission to send SMSs to him/her or call him / her, whether or not such sender is registered on the National Do Not Call registry. The Company will only contact the Contestant on the mobile number provided by the Contestant.

### **Personal Information and Confidentiality**

23. The Contestant will 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/Aadhaar Card.
24. The Company may, at its discretion, contact the Registrant(s) and/or Contestant(s), if required, for any clarifications needed for the information provided in the registration.
25. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Show.
26. In case there is any mismatch of Contestant(s) details in any round of the Show, the Contestant(s) may be disqualified from further participation in the Show, if Contestant is unable to resolve discrepancies.
27. All personal details and information requested by and supplied to the Company by each Contestant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Contestant(s) from the Show or Audition in its sole discretion, should the Contestant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
28. If at any time, including after disbursement of prize, any information submitted by the Contestant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Contestant(s) shall be liable to refund all amounts received from the Company.
29. The Company shall keep all the information collected from the Registrants(s)/Auditionees/Contestants (including videos submitted and interviews conducted) confidential and shall use the same for the purpose of Show. Each Contestant, by electing to participating in the Show, hereby explicitly consents to the collection, storage and processing of such personal data and proprietary information collected from him/her. The term “**Personal Data**” shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver’s license number, permanent account numbers or other details pertaining to the identity of the Participant(s), marital status etc. being collected for the purpose of the Show and shall include including sensitive personal information, if any collected.
30. The Company shall deal with any Personal Data, that it receives from Registrants(s)/Auditionees/Contestants or otherwise collects, holds, uses and processes in the following manner: a) Company may disclose Personal Data, 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.
31. Notwithstanding any other provisions contained hereunder, Contestant acknowledges that the obligations related confidentiality shall not pertain to any information which:

- a) is in the public domain or comes into the public domain through no wrongful act on the part of the Company; or
  - b) is already known to the Company and/or its Representatives as evidenced by their records at the time of disclosure by the Contestant; or
  - c) is received by the Company and/or its Representatives on a non-confidential basis from a third party; or
  - d) is received by the Company and/or its Representatives from a third party without breach of any agreement by the Company; or
  - e) is independently developed by the Company and/or its Representatives without breach hereunder; or
  - f) is approved for release by written authorization of the Contestant; or
  - g) is required to be disclosed by applicable law or regulations, order of the court of competent jurisdiction or an appropriately empowered governmental, statutory or regulatory agency or under rules of any stock exchange. In such a case of compelled disclosure, the Company will provide a reasonable prior notice to Contestant and will request a protective order.
32. The Company shall ensure that the Contestants are contacted by the Company or on behalf of the Company only for the purpose of the present Show and all such information collected by the Company shall be destroyed within 2 (two) months after the initial broadcast of the final episode for the season the Contestant is part of. The Company shall not share the information so collected with any party, save and except for the purpose of the Show.
33. The Contestant(s) by providing the aforesaid Personal Data, hereby agree and consent that the Company shall have the right to share the Personal Data so collected with such other third party (including the original format owners of the Show) as may be required for the purpose of the Show and hereby agree that they shall not file any claim against the Company for sharing for such Personal data. Any information shared by the Contestant(s) to the Company shall be handled by the Company in terms of the privacy policy of the Company. Please refer to Channel's Privacy Policy <https://www.setindia.com/in-en/static/privacy-policy/58> that governs the use of your Personal Data. Participant(s) choosing to participate in the Show 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 these Terms and Conditions which shall govern the Show.
34. For the purposes of the Show, 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 Participant(s) Personal Data needed to perform their functions but shall be restricted from using such Personal Data for purposes other than providing services to the Company solely in connection with the Show. The Company shall ensure, on reasonable efforts basis, that its service providers that have limited access to Personal Data provided by the Participant(s) to provide the services or perform their function for the Company, are subject to the same level of privacy protection as is required by the applicable laws. The Participant(s) hereby agreed that they shall not file any claim against the Company for sharing for such Personal Data.
35. The Contestants also agree that by virtue of participating in this Show, they grant their consent to the Company to host Personal Data including their name and photographs on air on the Channel during the telecast of the Show.

36. SPN can use the contact information gathered for sending promotional messages – SMS/email etc related to the Show or any other show(s).
37. Contestant(s) shall not offer any bribe or make any requests to any members of the Company to get any favors. Any such acts shall eliminate the Contestant from the Show. Any fraud in respect to entries or tampering of audition process will attract legal action and disqualification from the Show.

### **Speaking to the media and third persons**

38. None of the Contestants shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments relating to the Auditions or any aspect of the Show or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Contestant(s) shall not disclose any information whatsoever relating to the Company to any other party. Violation of this clause shall immediately disqualify the Contestant's prospects of further participation.
39. The Contestant(s) shall at all times keep confidential the selection process and all details regarding the Show including Audition which Contestant(s) might be informed of or which Contestant(s) might learn or come to know of as a Contestant(s) or as a short listed potential candidate.
40. The Contestant(s) cannot use the name of the Show or any elements in any manner or post behind-the-scenes videos or any content related to the Show, on their personal social media platforms or any other platforms, without the prior approval of the Company. The Contestant shall not try and monetize any clips, images or elements of the Show in any manner. The Contestant(s) shall not disclose any information about the audition process or share any documents relating to the Show that they have access to or copy them. Failure to comply with this requirement will lead to disqualification.
41. The Company reserves its rights to take appropriate legal actions against any Registrant or Auditionee or Contestant or any individual, at any stage, in event such individual publishes or posts any information or uses any images, stills from the Show, give an interviews or make any statements with respect to the Show or the Company, on any platform or media in any manner, without authorization from the Company.

### **Telephony**

42. In the event the Contestant(s) uses a public phone or phone, or SIM card not registered in his name for registration, the Company will not be responsible to track the registered Contestant(s).
43. In case the Company is unable to reach the registered Contestant(s), the registration entry will be deemed as invalid.
44. In the event is it not possible to determine with certainty the person who registered from a particular telephone number/mobile number, that entry would be disqualified. Registrant(s) are requested to use phone numbers which are unique to them and not to change their registered numbers till the conclusion of the auditions round.

45. The Company shall not be liable for any failure of the IVR or SMS server or system, any call drops during participation or incomplete registrations submitted by Registrant(s).
46. Post submission of the entry via IVR, SMS or app the Registrant(s) will not be permitted to modify / alter / change any details / answer submitted.
47. Only the entries received after the registration lines are opened will be considered valid.
48. The Company shall endeavor to make all reasonably practicable arrangements to minimize telephone system difficulties and website downtime, ensure uptime of systems, back-up of data, telephone system capacity, and prevent other technical impediments, but cannot provide any guarantee in respect thereof as these are dependent on external utilities/ service providers.
49. The Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Registration entries.
50. The Company accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Contestant(s) are unable to participate in the Show due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.

### **Auditions**

51. The number of Auditionees to be selected shall be at the sole discretion of the Company.
52. The Company shall shortlist Participant(s) after the Auditions as required, out of which only a limited number of Participant(s) shall be selected for further selection processes in the Show.
53. The Participant(s) authorizes, permits, and grants consent to the Company, its affiliates, group companies and/or their authorized representatives to record videos through the App (in case of an online audition process) and exploit the videos in any other manner as the Company may deem fit.
54. The Participant(s) hereby agree, acknowledge and undertake that Participant(s) shall not and shall ensure that no third party individual or entity, upload, publish, reproduce, sell, exploit, share or use the videos in any manner including uploading, reproducing, sharing the videos on any platforms, websites, applications (other than the App). Notwithstanding anything herein, any breach of this condition may lead to disqualification of the Participant at the Company's sole discretion.
55. The Contestant(s) can make it only once to the Audition round of the Show across all the Schedules of the Show. Any Contestant who has made it even once to the hot seat of any of the previous KBC Hindi seasons of the Show will not be eligible to participate in the current season of the Show.
56. Auditions will be subject to such timing stipulations and requirements as may be determined by the Company and the Company makes no representations, warranties nor provides any undertaking to any of the Contestant(s) that any or all of the Contestants will be able to take part in Audition.

57. The Company shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Contestant(s) in the event that the Company is not able to permit the Contestant(s) to take part in the Audition or Show in accordance with any of the foregoing provisions.
58. All cost incurred for participating in Auditions is to be solely borne by Auditionees.
59. If an Auditionee is unable to appear for any of the Audition requirements at the stipulated date and time, Auditionee shall be disqualified from further participation.
60. If an Auditionee is shortlisted at multiple audition date and time (through same contact number or multiple contact numbers) then only one audition that Auditionee has attended will be considered for evaluation.
61. The Company shall not entertain any request by the Auditionees for change in the dates and time of Audition.
62. The Audition process may take more than one day, and the Auditionee would be required to be present for the entire period of the Audition as informed by the Company/Representatives.
63. Notwithstanding any other provisions in this Agreement, the Company may, at its sole and absolute discretion, cancel or reschedule the Auditions, or hold additional Auditions on such other dates and at such places or may change the process or manner in which such auditions are conducted as it may determine and the Contestant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Company and shall attend at any and all such additional Auditions.
64. Persons from the first set of Auditions may be considered in the second shoot schedule, if the need arises, at the sole discretion of the Company.
65. For purposes of Auditions, the Auditionees can either come alone, or at best be accompanied by ONE other person, who cannot be a member of the media, but under no circumstance will any person other than Auditionee will be allowed to enter the venue. Cameras and photography by the Auditionee will not be permitted at the Audition or the Shoot venues
66. The Contestant(s) understands that getting shortlisted in the Audition is only a preliminary step towards further participation in the Show and it shall be the absolute and sole discretion of the Company to allow participation, based on creative requirements for the Show.

Following are the dates and venue details for the Ground Audition Round:

Date	City
10-May-22	Lucknow, Bhopal
11-May-22	Lucknow, Bhopal
14-May-22	Mumbai, Delhi
15-May-22	Mumbai, Delhi
16-May-22	Mumbai, Delhi
21-May-22	Raipur, Kolkata
22-May-22	Raipur, Kolkata
24-May-22	Amritsar, Vadodara
25-May-22	Amritsar, Vadodara



*Note - The Company shall have the right to alter/change the venue of the auditions at its sole discretion.*

### **Shortlisting**

67. Apart from the Registrant(s), the Company may at its sole discretion provide a chance for entry to the Audition/Show for unregistered individuals also, based on programming needs, should they arise, or in the event of participation selection process or system failure. This shall be the sole decision of the Company.
68. The Company also has the right to conduct “Celebrity Special Episodes” or “Seasonal Special Episodes” where certain persons of prominence may be invited to participate in the Show without being required to go through the participation selection process.
69. Even after final selection for the Show, the Company shall have the right to replace any of the Participant(s) as per their discretion and creative requirement, for the betterment of the Show.
70. The Company also reserves the right to increase or decrease the ratio of the Contestants in the Show i.e., increase or decrease the number of Contestant(s) who can participate in the Show, without any prior intimation to the Contestant(s) and/or the public.
71. The Contestant(s) understand that their selection will be based on a randomizer and selection software.
72. The Company will not entertain and permit the Contestant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.
73. The Company reserves the right to classify the Contestant(s) in such socio-economic categorizations that it deems appropriate.
74. The Company may in its sole discretion exclude a Contestant from participating in the Audition/Studio Part of the Show which may include without limitation (i) circumstances which, in the Company's view, renders the Contestant unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the Contestant; (iii) any other reason that, at the discretion of Company, would adversely impact the Company, Channel or Show.
75. At no point of time will the Company be obliged to notify unsuccessful Contestants of its decision.
76. Whilst the Company shall make all reasonable endeavors to (i) enable Contestant(s) to proceed with the Show (ii) to contact all Contestant(s) at each relevant juncture of the Show, the Company can make no guarantee thereof and the Company shall in its sole discretion be entitled to proceed with the next entitled Contestant(s) under these Terms & Conditions, in case it is unable to successfully contact and communicate with Contestant(s).
77. The Company will have no liability to a Contestant who is unable to attend or take part in the Show for whatever reason and the Company shall be entitled to disqualify the Contestant(s), replace any such Contestant(s) from the Show at any time, at the discretion of the Company.

78. The Company further reserves the right to replace at its discretion any Contestant(s) who for any reason fails or is disqualified from or unable to participate in the Show with another replacement Contestant(s), notwithstanding that such replacement Contestant(s) may have been previously eliminated from the Show and each Contestant shall agree to participate in the Show as and when required by the Company to do so.
79. In the event that there is a tie between two (or more) Contestant(s), the Company shall be entitled to determine in its absolute discretion which Contestant(s) is eliminated and/or which Contestant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Contestants as it in its absolute discretion deems necessary. No enquiries, appeals, verbal or written, shall be entertained in this regard.
80. All attempts will be made to protect registration data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the Participant selection process, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.

### **Intellectual property rights**

81. On request of the Company, the Contestant(s) shall also make arrangements for the Company to have access to Contestant(s) residence, work place, favorite hangouts, pets, etc. and obtain necessary permissions from Contestant(s) parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
82. As part of Contestants' contribution to the Show, the Company may request Contestant(s) to participate in any online/interactive activity relating to the Show including without limitation recordings of webcasts, interviews and participation in so-called 'chat-rooms'.
83. The Winner(s) of the Show agrees that Winner(s) shall make themselves 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 money payable to the Winner(s). Further, the Winner(s)/Contestant(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. The Winner(s)/Contestant(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.
84. The Contestant (s) hereby agree and consent to the collection, recording, processing and storing of the images, videos submitted and the personal interviews during the Audition round. Further, any photographs, videos etc. submitted to the Company or recorded by the Company during the Audition or registration procedure shall on submission / creation become the property of the Company ("**Materials**") and shall be available to the Company for exploitation throughout the world in perpetuity. The Contestant (s) hereby waives off all the rights that they may have with respect to such Materials. The Contestant(s) shall ensure that the photos or videos submitted by them in any public domain or their performances 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 Contestant(s) shall immediately be disqualified from taking part in the

Auditions/Show or any further rounds of participation and such Contestant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.

85. All the Intellectual Property Rights of the Contestant(s) in respect of the performance of the Contestant(s) either in the Auditions or in the Show including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and Contestant(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. Contestant(s) also consent to the Company's right to reproduce the Contestant's attributes or any recordings or materials provided by the Contestant (s) or portray the Contestant(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 Show or any other Show of the Company, except where prohibited by law. The Contestant(s) also consents to the Company's right to use Contestant (s) name, voice or picture, or the content of the Contestant's Auditions 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 Contestant (s) grants the Company irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Auditions, 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 Contestant(s) further knowledge or consent.
86. Acceptance of these Terms and Conditions by the Participants / Contestants constitutes permission for the Company to click photographs, record videos of the Contestant(s) and use the Contestant(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.
87. The Company may also request the Contestant(s) to use or share the content posted on their personal social media platforms in relation to the Show with the Company. They Contestant(s) hereby authorizes the Company to use the content available on their personal social media handles including their profile pictures, social media handles etc. Once such content is included in the Show or used in connection with the Show, the Company (and its assignees and licensees) shall have the right to use the same in perpetuity and the Contestant shall not raise any claims against the Company.

### **Questions and answers**

88. 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 Show.
89. The Company's decision on the correctness or incorrectness of any answer is final and binding on all Contestants.

### **Expenses of participation & logistics**

90. All cost including but not limited to travel and accommodation cost for attending the Auditions at the venues as informed by Company shall be borne solely by the selected Auditionees and the Company or its sub contractors shall not be liable for the same.
91. The arrangements for travel and stay of the Participant(s) selected for the FFF to attend the shoot will be made by the Company (except for accommodation arrangements for the Participants residing in Mumbai).
92. The Company shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the Contestant(s) due to any reason including but not limited to force majeure, logistical problems at the airports/ railway stations/ roads etc. and the Contestant(s) shall not have any claim against the Company and/or any of its affiliates connected with the Show for the same. The Company or any of the affiliates connected with the Show shall not be responsible for any such eventuality and the Contestant(s) undertakes not to claim any compensation from the Company for the same.

### **Prize**

93. It is not necessary that each Contestant wins the maximum prize money.
94. Any and all taxes and/or levies applicable on the prize money won by the Contestant(s), under the laws of India shall be borne by the Contestant(s) in relation to the prize. Payment of prize money to the Winner(s) shall be after deduction of all applicable taxes and levies and subject to providing the relevant documents as intimated by the Company and will be paid within the time stipulated by the Company. A duly attested copy of the PAN card is compulsory to claim the prize money by the Winner.
95. Payment of the prize money to the Winner shall be, at times, subject to the Winner submitted the documents and verifying the other information to the Company's satisfaction. The Company reserves the right to withhold or forfeit the payment of the prize monies to any winner in the event the Company finds any discrepancies in the documents submitted by the Winner or in the event the Winner fails to submit any documents or fails to submit them in the time-period communicated by the Company or in the event the Winner is in breach of any of the Terms and Conditions hereunder.
96. The Company may refuse to pay winnings or reclaim all sums paid to Contestant(s) in the event of Contestant's fraud, dishonesty or non-entitlement to participate in the Show under these Terms and Conditions.

### **Other Terms**

97. The procedures for registration and participation in the Show are subject to the Terms and Conditions stated herein. Non-conformance by any Contestant(s) to the rules of the Show will disqualify him/her from participation or winnings, immediately, as the case may be.
98. In the event of any fault, misunderstanding or dispute concerning any part of the Show, and/or the operation of the telephone system, Auditions, Call-backs, the selection of Contestant(s) at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all Contestant(s). The Company is empowered to take a decision on any case or instances not covered by the present Terms and Conditions.

99. The Company reserves the right to amend (add, delete or modify) the Terms and Conditions governing the Show and/or the Participant selection process prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Show or remedy any issues that occur.
100. The Company has the right at any time to terminate the Show 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 Show and/or accommodate any person or persons who have been selected in the Show.
101. Registration to the Show does not guarantee the selection of the Registrant(s) to proceed with the Show. Registration also does not entitle any Contestant(s) to a prize or award.
102. All registrations shall be subject to completion of the procedures by the Registrant(s) as per instructions received (i) through SMS, (ii) via SonyLIV (iii) on the Channel; (iv) through IVR and (v) as per the Terms and Conditions.
103. Taking part in the registration process shall be deemed to be acceptance by the Registrant(s) to receive promotional messages from the Company or any third party so authorized by the Company.
104. The Participant(s) hereby agree to not attempt to gain unauthorized access to the user accounts, servers or networks connected to the Company's services by any means, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encourage, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of the Company's services.
105. If the operation of the Show (including without limitation the operation of the related telephone systems, call Centre operations, and software systems); the recording; broadcast of any/all of the Show is prevented by an event of force majeure including but not limited to any natural disasters, pandemics, epidemics, government mandated lockdowns, orders, regulations etc. the Company may cancel all or any part of the Show, or take such other decision as it deems fit.
106. Notwithstanding a Contestant's participation in the Show, there is no obligation on the part of the Company to broadcast any part of the Show in which Contestant has taken part, or any or all of his / her contribution as recorded by the Company.
107. The Company reserves the right to re-schedule the date(s) of registration, call-backs, Auditions, recording the Studio Part of the Show and broadcast, at its discretion.
108. In case the Winner(s) (whether Hot Seat or FFF) is found to be in violation of any and all rules/process of the Show, the Company reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned winner (whether Hot Seat or FFF) to refund the prize money won on the Show together with appropriate cost and penalty interest as deemed fit by the Company.
109. If Contestant(s) are unclear as to the Terms and Conditions of participation Contestant will have to send an email to [kbcresponse@setindia.com](mailto:kbcresponse@setindia.com). The Company shall make reasonable

endeavors to respond thereto. The above shall not, however, be a ground for extension of time / deadlines as specified herein.

110. The Company reserves the right to change the structure of the Show as it sees fit including without limitation by adding / reducing / altering Auditions/rounds to the Show.
111. It is a condition of entry and participation in the Show that Contestant(s) make themselves available to participate in the Show, agree and sign up or acknowledge the Contestant Release Form and any other documents as requested by the Company and abide by terms and conditions of such Contestant Release Form and the Terms and Conditions as devised from time to time by the Company including but not by way of limitation these Terms and Conditions.
112. The Company's decision (or, where appropriate, the decision of the Judges) is final and the Contestant(s) acknowledge that the interests of the Show shall override those of any Contestant(s) and/ or Contributor.
113. The Contestant(s) must at all times behave appropriately when taking part in the Show and observe these Terms and Conditions and any other Terms and Conditions in force at the Auditions and/or Studio. The Company reserves the right in its absolute discretion to remove from the Show, Audition, Studio any Contestant(s) who breaks such rules and/or fails to behave appropriately and to disqualify such Contestant(s).
114. These Terms and Conditions supersede any and all release forms signed or acknowledged by the Contestant(s) and in the event of any conflict between Contestant Release Form and these Terms and Conditions, these Terms and Conditions will prevail.
115. No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Show. Contestant(s) must be of good moral character and not be under the influence or habit of any medication, drugs or other psychotropic substance which may impair their ability to participate in the Show. Use of any prohibited substances could lead to disqualification.
116. The only way to enter and participate in the Show is through participation as described in Terms and Conditions. There is no other way of entering the contest. This entire process is transparent and monitored by an independent validator. Any person claiming that such person can help get you win for a consideration is defrauding you. Please contact your local police and report this person immediately.
117. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
118. These Terms and Conditions and the Show shall be governed by and construed in accordance with the laws of India and the Contestant(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.
119. Use of mobile phones will not be permitted during the shoot, and during the Auditions. It may lead to disqualification.
120. Registration does not guarantee the selection or participation of the Contestant(s) and such selection shall be as per the sole discretion of the Company or its affiliates.



121. The Company of the Show is empowered to take a decision on any case not covered by the present Terms and Conditions.

### **Liability and Disclaimers**

122. The Company and/or the Channel 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 Contestant(s) and/or the Winner (s) in any manner whatsoever, in relation to the Show and/or prize.

123. The Company, Judges, the host, the advertising agencies, the sub-contractors used by Company for the Show, and any person or entity connected with the production (including the format owners of the Show), administration or judging of the auditions or the Show (the “**Relevant Parties**”) shall be under no liability whatsoever to the Contestant(s) or their family or any party related to the Contestant(s), in respect of any loss, damage suffered by the Contestant(s) arising from or pursuant to the Show or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestant(s) at any stage of the Show and during production thereof whether or not caused by (1) the administration (including scheduling) of the Show including any failure of transportation or inability for any reason to appear for the Audition/before the Judges; (2) the Contestant’s or any third party’s participation in the Audition, or being selected or disqualified; (3) as a result of the decisions of the Judges or Company; (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; and/or (5) any printing, typographical or technological errors in any materials associated with the Show.

124. 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 Show. 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 Contestant(s); or circumstances beyond the Relevant Parties including the Company’s reasonable control.

125. 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 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 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 Contestant(s) use of the App or website, online entry form results in the need for servicing or replacement of Contestants(s) or another's equipment or data, the Company are not responsible for those costs.

126. The Winner(s) and/or the Contestant(s) of the Show agrees that the Winner(s) and/or the Contestant(s) shall hold harmless the Channel, 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 Show including but not limited to the procedure in the Show, 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 Channel/Company to claim any damages or reliefs.

127. The Company will not be responsible for any loss / theft of belongings of the Contestant(s) on the sets of the Show/Studio, before/during/after the shoot of the Episodes/Show, or at the time of the Audition.
128. The Company shall not be responsible for:
- i. Any delivery, failures relating to the registration or uploading videos/presentations (in case of online auditions);
  - 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.
129. The Company will not be liable for any loss of earnings, employment or otherwise caused to the Contestant(s) and arising as a result of Contestant's participation in the Audition or the Show Part, if selected
130. The Company and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Audition or Show on account of any factors beyond their control.
131. The Company and its sub - contractors shall not be held responsible or accountable to any of the Contestant(s)/Contributor(s), for any loss, injury or any other liability which may arise, enroute while coming to the venue of Audition, while attending the Studio Part / Shoot or while participating in the Show and for which the Contestant(s)/Contributor(s) will be required to sign an indemnity in favor of the Company. The Contestant(s)/Contributor(s) agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Show in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Contestant(s) involvement in the selection process.
132. Contestants and/or any party that accesses the App or the website, agrees that neither the Company nor any third party content or service providers involved in the Show will be liable to Contestant(s) for any loss or damages, either actual or consequential, arising out of or relating to these Terms & Conditions, Contestant's use or inability to use the App or website, or to Contestant's reliance upon information obtained from or through the App or website, participation in the Show, 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 website, online entry form or to visitor's reliance upon information obtained from or through the App or website, participation in the Show, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.

133. Apart from the entitlement to be part of the Show, the Contestant or his / her legal heirs will have no other rights or claims against the Company. For the sake of clarity, it is stated that the Contestant(s) of the Audition or the Show shall not be paid any consideration.
134. 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 & Conditions, the interpretation of the English Terms & Conditions shall prevail.