

## **TERMS AND CONDITIONS GOVERNING PARTICIPATION IN WHEEL OF FORTUNE SPIN ALONG GAME**

### **A. CONTEST DESCRIPTION:**

"Wheel of Fortune Spin Along Game" is a skill and knowledge based online quiz game which is being hosted and can be played on the SonyLIV app which is owned by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited).

### **B. DEFINITIONS:**

For the purposes of the Terms and Conditions, the expressions used as shown herein-under shall have the meaning ascribed to them as shown herein-below:

- a. **"Company" or "CMEPL"** means Culver Max Entertainment Private Limited.
- b. **"Contestant(s)"** means the participants selected to appear on the Show (subject to Company's discretion).
- c. **"Episode"** means an episode of the Show (as defined below);
- d. **"Episode Winner(s)"** means top SAPs (as defined below) who have scored the highest points for a SAG for any Episode of the show (or part thereof).
- e. **"Wheel of Fortune Spin Along Game" or "Spin Along Game" or "SAG"** means the skill and knowledge based online quiz titled "Wheel of Fortune Spin Along Game" which will be played by the SAP (defined below) in accordance with the Terms and Conditions on SonyLIV from Monday to Friday of a particular week starting January 27, 2026. A new quiz will be available to play on the App each day which the SAP can play and earn additional points.
- f. **"Spin Along Participant(s)" or "SAP"** means any person(s) who registers and / or participates in the SAG via the App (defined below) and who (i) is above eighteen (18) years of age as on January 27, 2026; (ii) is a citizen of India and residing in India, save and except the Restricted States or restricted otherwise as per this Terms and Conditions (iii) is of sound mind and health and (iv) agrees to enter into and participate in the SAG in accordance with the Terms and Conditions as defined in this document.
- g. **"Prize(s)"** means the Episode prize(s) or any other prizes as may be determined by the Company in terms of the Terms and Conditions.
- h. **"Show"** means the television series titled "*Wheel of Fortune*" produced by CMEPL and telecasted on its channel Sony Entertainment Television ("SET") and on SonyLIV.
- i. **"SonyLIV" or "App"** means the OTT platform accessible as an application and through web, owned and operated by the Company where the SAG will be hosted.
- j. **"Stipulated Time"** for the purposes of the SAG shall mean either (i) the period until which the Company permits a SAP to answer any question forming part of the SAG; or (ii) the time taken by the Contestant to answer the question; whichever is lesser, subject to a minimum of 15 (fifteen) seconds.
- k. **"Terms and Conditions"** means these Terms and Conditions governing the SAG, as stated here in in entirety and as may be amended by the Company from time to time.
- l. **"Winners"** shall mean the winner(s) of the SAG Episode or any other winner as may be determined by the Company in terms of the Terms and Conditions.

### **C. ELIGIBILITY CRITERIA**

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

- individuals should have registered and / or participated in the SAG via the App; and
- should be above eighteen (18) years of age as on January 27, 2026
- Should be a citizen of India and should be residing in India, save and except the Restricted States or restricted otherwise as per this Terms and Conditions.
- Should be of sound mind and health; and
- such individual agrees to enter into and participate in the SAG in accordance with the Terms and Conditions as defined in this document.

## **D. PROCEDURE TO PARTICIPATE IN THE SPIN ALONG GAME:**

### **1. Participation**

- a) Eligible SAPs should participate in the SAG by registering on the SonyLIV App in the Wheel of Fortune Spin Along Game (SAG) section. The SAG will be available on the App starting from 27<sup>th</sup> January 2026.
- b) The above-mentioned schedule could be added to, modified or cancelled based on programming/ technical requirements of the Company or in the event the Show is for any reason rescheduled, extended, cancelled or terminated early, at the sole discretion of the Company.
- c) The mobile number and social ID from which the registration is received will be used to identify the SAP as a unique identification number. We urge SAPs to use numbers where they would be clearly identified as the SAP of the SAG.
- d) Any entry for participation in the SAG is not transferrable.
- e) The SAP may be required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and attested photocopies of either (i) passport/driving license or (ii) PAN Card along with birth certificate and ration card or (iii) voter identity card with birth certificate (iv) UID/Aadhar Card.
- f) The Company has the right at any time to require proof of identity and/or eligibility. The failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within the time as stipulated in the Terms and Conditions or within the timelines as requested by the Company may result in disqualification. The Company also reserves the right to disqualify a SAP in case where a discrepancy is found to exist in the information furnished/provided/stated by the SAP during the conversation with the Company or any of the Company's authorized personnel, sub-contractors and vendors in the SAG, and/or in the information stated in the documents furnished by the SAP or at any time.
- g) The Company may, at its discretion, contact the SAP(s), if required, for any clarifications needed for the information provided when contacted by the Company.
- h) All personal details and information requested by and supplied to the Company by each SAP must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any SAP(s) from the SAG at its sole discretion or in a scenario should the SAP(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.

### **2. Steps for Registration**

- a) Download the SonyLIV App from the application store. Please note, the application download is free of cost, however data charges may apply. For further details please contact your telecom operator. Alternatively, you can open the SonyLIV mobile website on your mobile browser to access the SAG. Please note, the SAG is not accessible via browsers on your PC or laptops or any other device.
- b) If you are a first -time user, then you will be prompted to register by providing your mobile number and/or e-mail id. An OTP will be sent across to your mobile number and/or e-mail id to verify the same.
- c) Once registered, you will be prompted to provide your basic details such as Date of Birth, Gender and State/City etc.
- d) Click on "Wheel of Fortune Spin Along" banner/ Access "Wheel of Fortune Spin Along" from the menu.
- e) Select Language Preference (English/ Hindi).
- f) Click on the "Play Now" tab.
- g) Answer Profile related questions including occupation and education related questions.
- h) The SAP has to log in the SAG using their social media accounts i.e. Google account and Facebook. The Company hereby clarifies that any linking of social media accounts hereunder (i.e. Google account and Facebook) is being done for verification purposes to ensure that the person playing/accessing the SAG is 18 years and above and is not a robot. In the event the SAP uses a SIM card not registered in her/his name for registration, the Company will not be responsible to track such SAP and such SAP will be disqualified.
- i) In the event, it is not possible to determine with certainty the person who registered from

a particular mobile number, that entry would be disqualified. SAP(s) are requested to use mobile numbers which are unique to them and is registered on such SAP(s) name only.

- j) The procedures for registration and participation in the SAG are subject to the Terms and Conditions stated herein. Non-conformance by any SAP(s) to the Terms and Conditions will disqualify him/her from participation or winnings, immediately, as the case may be.
- k) 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.
- l) There is no levy of an entry fee for participation in the SAG. Any person who claims to be from the Company and asks the SAP for paying an entry fee for participation in the SAG or states that the Show or the Company is distributing any lotteries or cash prizes, is defrauding the SAP(s) and he/she should report this to the local police immediately. There are also no lotteries, prize monies, cash prizes etc. distributed by the Company or the Show. The only way to participate in the Show and win the prizes is in the manner detailed hereunder.

### **3. Playing Rules**

#### **3.1. Individual Players**

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

Activity	Points per Question	Activity per Episode
Toss Up	1,000	3
Puzzle	2,000	5
Predictor	500	4
Bonus Puzzle	100	3
Tez Points	500	6

- d) CMEPL can change these points and add/discontinue such point winning activities or questions as it deems fit. No claims will be entertained regarding the same.

#### **3.2. An on-going SAP could lose the opportunity to play one or more questions, in any of the following scenarios:**

- i. Where a SAP answers a call / message / etc. on the device where he/she is playing SAG or watching a video on the SAG;
- ii. Where a SAP exits the App during the course of playing the SAG or starts to watch a video on the App;
- iii. Where there is a network drop or battery drain-out in the course of playing the SAG or watching a video on the SAG;
- iv. Where the device on which SAG is being played hangs during the course of playing the SAG or watching a video on the SAG;
- v. Where the SAG or the ability of a SAP to play the SAG is affected by any other network / IT / phone issues. Where a SAP exits the SAG in the middle of a session when a Contestant is answering questions, the SAP will be permitted to rejoin the SAG only when the next question is asked.

#### **3.3. Points scored by SAP across multiple days/ played along will get accumulated. In the event a SAG is terminated mid-session for any reasons whatsoever, the SAP will have to wait till the next question is asked on the Show, in order to continue scoring points.**

#### **3.4. Once the "Submit" button has been pressed, the SAP will not be allowed to change the answer. If the "Submit" button does not disappear, the server has not received the response and the SAP would be required to press the button again. Please note that the SAP has to solve the puzzle and press the button within the Stipulated Time.**

**3.5.** Post submission (locking) of the answer, the SAP(s) will not be permitted to modify / alter / change the answer submitted.

**3.6.** Only the answers received within the Stipulated Time will be considered valid.

**3.7.** The Company will not entertain any claims / questions / queries with respect to the authenticity or correctness of any puzzles and answers for the puzzles asked in any round of the SAG.

**3.8.** The Company's decision on the correctness or incorrectness of any answer is final and binding on all SAPs.

#### **4. Episode Winner(s) Selection**

- a) The Company shall select the top 10 SAPs with the highest number of points for the particular Episodes from Episode 01 to Episode 50 for each episode as the Episode Winner. It is hereby clarified that the scores used for selection of the Winners from among the Wheel of Fortune SAPs shall include scores of the SAG quiz for that Episode. An SAP can win a category of Prize only once during the entire season of the Show.
- b) The Company, at its sole discretion, can also apply region-based filters for the shortlisting of winners in order to provide a more balanced distribution of winners.
- c) The Company shall have the sole discretion to modify the number of Episode Winners per prize category and the Episode Winners hereby undertake not to question or to make any claims against the same.
- d) The Company reserves the right to replace the Episode Winner if (i) it finds any duplication in the contact details submitted by the Winner, (ii) it has reasonable grounds to suspect that the Episode Winner has not verified his identity to the satisfaction of the Company (iii) for any other reason that the Company may deem necessary.
- e) The Company shall have the sole discretion to decide whether or not to declare the Episode Winners or the manner in which the Episode Winners are announced, and the Episode Winners hereby undertake not to question or to make any claims against the manner in which the names of the Episode Winners are declared by the Company.
- f) The Episode Winner determination will be on the basis of the total points earned by SAPs while playing the SAG for that particular Episode. The SAPs who (i) is not previously an Episode Winner and (ii) have scored the highest number of points in the SAG for one Episode of the Show will become eligible for being chosen as the Episode Winner.
- g) Once an eligible SAP has been an Episode Winner, he/ she is ineligible to be selected as the Episode Winner for the same category in the entire season.
- h) The Company and/or its authorized agents, affiliates and representatives will rely upon only such information as may be provided by the Episode Winner at the time of participation in the SAG (or registration on the App). The SAPs are hereby required to keep their information updated.
- i) SonyLIV identifies users through their unique registered phone numbers. Hence, in the event of sharing of login ID/ password, multiple logins, multiple registrations through your registered phone number, loss of registered phone number or other such instances, the Company will send winning prizes / vouchers / coupons / etc. to the SAG profile through which the game was played and won the prize and/ or gratification.

#### **5. Winner Leaderboard**

- a) The Leaderboard revealing the 01 SAP of a particular episode will be displayed from Episode 01 to Episode 50.
- b) The final Top 01 SAP shall be declared for the particular Episode with all the scores accumulated and the same will be updated on the SAG. For the purposes of winning the gratifications, the final Top 01 SAP declared on the SAG by the Company, post the Episode, shall be considered as the final Winner for that particular Episode. This is subject to the Top 01 SAP adhering and complying with any and all additional information and requirements that may be specified by the Company from time to time. The Leader Board is indicative, and the Leader Board data cannot be used as evidence in any manner.

- c) The selection of the Top 01 SAP further depends upon the completeness of their profiles. The Company will use the full name and location of the Top 01 SAP as available to the Company on the login profiles created by them during registration, to display the same during the episodes. In the event, any SAP so selected have not updated their details for the Company to use or the profile name provided is not suitable for broadcast (such decision shall be at the Company's discretion), then the Company shall have the sole discretion to disqualify such SAP. The Company shall also have the right to replace such disqualified SAP with the next highest scorer on the Leader Board.
- d) The Company may also decide to display a subset of the overall Leaderboard which will show the region/city wise top SAPs.
- e) The Company may also decide to separately display the leaderboard of certain Third-Party Sponsor driven quizzes from time to time as it deems fit.

## **6. Winner Declaration and Pay-out/ Prize handover**

- a) The Company reserves the right, at its discretion, to institute one or more prizes and/ or gratifications for the SAPs and the terms and conditions attendant associated thereto, including whether such prizes and/ or gratifications are daily, grand, cumulative, non-cumulative or any combination thereof. Every Episode may not have prizes and/ or gratifications.
- b) The Company reserves the right to offer or withdraw any of the prizes and/ or gratifications as provided herein, at any point of time, including after they have been announced, and the Company shall not entertain any queries in this regard from the SAPs.
- c) The Company shall have the liberty but not the obligation to publish information with respect to the top points scored by the SAPs in the SAG conducted from time to time ("Leader Board"). The Leader Board is indicative only and may not be up to date across all SAPs and the Leader Board data cannot be used as evidence in any manner. Due to high participation volume, server load, software malfunction, etc., point calculation may not be immediately correct. In the event point calculations are incorrect, the Company will correct the same in due course. This could result in changes to SAPs points. The Company will have no obligation to intimate any SAP in the event scores are corrected.
- d) The Company may, in its sole discretion, exclude a SAP from participating in any part of the SAG which may include without limitation (i) circumstances which, in the Company's view, renders the SAP unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the SAP; (iii) any other reason that, at the discretion of Company, would adversely impact the Company or the SAG. At no point of time will the Company be obliged to notify unsuccessful SAPs of its decision.
- e) Company will use the number used to register on the App by the SAP to identify the Winner of the prizes and/ or gratifications won, if any. Inability on the part of the SAP to accordingly show or provide the required identification proof could entitle the Company to disqualify the SAP from any winnings, if any.
- f) Whilst the Company shall make all reasonable endeavors to (i) enable SAP(s) to proceed with participation in the SAG (ii) to contact all Winner(s) at each relevant juncture of the SAG, the Company can make no guarantee thereof and the Company shall in its sole discretion be entitled to proceed with the next entitled SAPs who are eligible to be Winners under the Terms and Conditions, in case it is unable to successfully contact and communicate with SAP(s)/ Winner(s) in terms hereof.
- g) The Company will have no liability to a SAP who is unable to take part in the SAG for whatever reason and the Company shall be entitled to disqualify the SAP(s) from the SAG at any time, at the discretion of the Company.
- h) The Company further reserves the right to replace at its discretion any Winner(s) who for any reason fails or is disqualified from or unable to participate in the SAG with another SAP who has scored the same number of points and is otherwise eligible to be a Winner, notwithstanding that such SAP may have been previously eliminated from the SAG and each SAP shall agree to collect the prize and/ or gratification as and when required by the Company to do so.

- i) If at any point, it is determined by the Company that any person has tampered with the App, the SAG, or any data / servers / database / etc. related to the SAG, the Company reserves the right at its discretion to revoke or cancel points or winnings of any such SAP and / or initiate litigation as deemed fit and necessary by the Company.
- j) Unless otherwise decided by the Company, the only manner of declaration of the Winner will be through in-app notifications and announcements on the App. The Company shall not be contacting the Winners individually to inform them about the Prizes won. The Company shall not be held liable, despite the Company's best efforts, in the event (i) the Winners fail to check the in-app notifications or announcement (ii) the provided mobile numbers is unreachable/not replied due to the following reasons including but not limited to: 1) phone number provided by the Participant is incorrect. 2) phone number belongs to a person other than the Participant 3) any other reason the phone number or any other contact details provided by which Participant cannot be contacted/located. In the event the Company is unable to contact the Winners, the Company shall in its sole discretion, to forfeit the Prizes won by the Winners and proceed to award the Prizes to the next entitled Participants who are eligible to be Winners.
- k) The Winner hereby agrees that the Winner shall not hold the Company responsible for any delays and/ or disputes and/or claims arising out of any Prize that such Winner may be entitled to and shall keep the Company indemnified against any and all such claims.
- l) The Winners hereby agree that any in case of any disputes/ claims arising out of any Prize, the same shall be addressed directly to the sponsor of the Prize and the Company shall not be held responsible for the same.
- m) The Company may refuse to pay winnings or reclaim all sums paid to Winners in the event of any fraud, dishonesty or non-entitlement on the part of any of such Winner(s) to participate in the SAG under the Terms and Conditions as well as delay/refusal to submit documents on time.
- n) If SAPs are unclear as to the Terms and Conditions of participation in the SAG or winner determination or pay-out/ Prize handover, SAPs 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 ground for extension of time / deadlines as specified herein.

## 7. Systems and Availability

- a.) The Company will not be responsible for any break or disconnection or disruption in network connectivity in any manner, irrespective of the network being used. Network issues can disrupt various aspects of the SAG such as receipt of questions and answer options, submission/recording the answer, receipt of any sound, text, image or audio files related to the question, receipt of answer chosen by the SAP, etc. The SAP is advised to remain in an area with a strong and stable/ continuous mobile network signal of the telecom operator or internet service provider to ensure smooth functioning of the SAG.
- b.) Any loss or outrage or dissatisfaction suffered by the course of playing the SAG by a SAP would not be the responsibility of the Company and/or its associates/ affiliates and the Company or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- c.) The Company shall ensure to comply with all data protection laws including but not limited to Digital Personal Data Protection Act, 2023 and the Company shall take reasonable measures to protect the data from loss and corruption, but in the event such data loss happens, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Company should not be held responsible for any loss of data or the action taken on account of the same. The Company will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- d.) In the event the response of the SAP is not for any reason received within the Stipulated Time period for the question, such SAP would be not be able to get points in the event that question(s) was correctly answered by the SAP. The SAP can continue to answer questions once re- connected to the central SAG game server(s). Company or its vendors and partners are not responsible for any such instances.
- e.) For sake of clarity, SAPs are advised to play the SAG through one device only. In case multiple entries are received from a SAP for the same question, Company has the right to choose the first answer entry received from that SAP. If multiple entries are received at the same time, then the Company will choose any of the answer entries received. Scores calculated basis this will be considered final and would be updated on the SAG subsequently at a later date.

- f.) Prior to start of play of the SAG, the SAP must check that the SonyLIV app is operational and functioning correctly. The SAP is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the SAG. Quitting other applications on the device will also help towards smoother gameplay in case of some phones.
- g.) SAP is advised to keep the device from which the SAG is played, adequately charged. Low battery will result in shut down of the network and / or device and that will result in the SAP not being in a position to play along with the Contestant.
- h.) The server used to communicate with the SAP has adequate redundancies built into it. However, in the rare cases, the server is down during the play, the Company will, at its discretion but not as an obligation, determine such measures as it may deem fit, including cancelling certain sections or segments or question(s) from being scored and/or awarding points to all the players for that section, or any other means at the discretion of the Company.
- i.) Every effort will be made to coordinate the questions on SAG with the SD & HD feeds of the Show, such that the questions as they appear on the Show coincide with the questions as they appear on the SonyLIV app. However, since this is heavily dependent on satellites, networks, receivers, connectivity, cloud issues and various forms of latency, there could be instances of inaccurate alignment. These would be outside the control of the Company or its affiliates/associates and neither the Company nor its affiliates or associates or any other person associated with the Show will be responsible for any consequences or liability arising therefrom, to any part whatsoever.
- j.) All SAPs need to adjust the device display, font and resolution to default size or lower to ensure that they are able to play the SAG on their devices properly. If not, then the “Play” and “Lock” button might not appear on the device screen during gameplay. In case the SAP is not able to play the SAG on account of this, the Company will not be responsible in any manner whatsoever.
- k.) The SAP acknowledges that all possible issues may not have been identified by the Company and its partners and agrees to hold harmless the Company and their shareholders, directors, officers, employees, licensees, agents, successors, assigns, affiliates and partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort or issue of any sort caused to the SAP or the SAP’s property or device shall not be the responsibility of the Company or its affiliates/associates.
- l.) No person (i.e., either the SAP, or any person on behalf of the SAP) shall initiate litigation against the Company or their shareholders, directors, officers, employees, licensees, agents, successors, assigns, affiliates and its partners in any manner without first providing the Company a complaint at [livesupport@setindia.com](mailto:livesupport@setindia.com) and providing the Company an opportunity to address the complaint.
- m.) In case any unauthorized activity is observed on the SAG, that particular SAP will be disqualified to play till such time as the Company deems fit. The Company would not be responsible in any manner whatsoever on account of such disqualification.
- n.) Company shall not be liable for any failure of the application server or system in the course of playing the SAG.
- o.) The Company shall endeavor to make all reasonably practicable arrangements, it cannot guarantee or assure seamless connectivity or continuous availability of the application, server, system or software to the SAPs during the conduct of the SAG as these are dependent on external utilities/ service providers and factors which could be beyond control of the Company.
- p.) Company, its authorized personnel and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of answers.
- q.) The Company accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the SAP(s) are unable to participate in the SAG due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.
- r.) It shall not be open for the SAP(s) or any of their representatives to require an audit or verification of the randomizer/ selection software or any other criteria, process or system adopted by the Company as part of the process of conduct of the SAG or selection of Winners resulting therefrom. No enquiries, appeals, verbal or written, shall be entertained in this regard.

## **8. Confidentiality and Publicity**

- a.) The Company shall keep all the information collected from the SAPs confidential and shall not share the information so collected with any party (save and except its auditors or personnel on a need-to-know basis), save and except for the purpose of the present SAG.
- b.) None of the SAPs 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 any aspect of the SAG. The SAP shall not disclose any information whatsoever relating to the Company to any other party. Violation of this clause shall immediately disqualify the SAP’s prospects of further participation.

- c.) The SAP shall at all times keep confidential all particulars and details regarding the SAG.
- d.) As part of SAP's contribution to the SAG, the Company may request one or more SAP to participate in any online/interactive activity relating to the Show, including without limitation, the recordings of webcasts, interviews and participation in so-called 'chat-rooms'. It is a further condition of entry and participation in the SAG that the SAP(s) shall adhere to and where necessary, procure from any and all contributors thereto, their necessary agreement and execution of the release form as devised from time to time by the Company.
- e.) The Winner(s) of the SAG as announced by the Company from time to time, agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the Winner(s). Further, the Winner(s)/SAP(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)/SAP(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.
- f.) By participating in the SAG, each Contestant expressly agrees and consents that, if declared a Winner, the Company may without further notice or compensation, use the winner's name, photograph likeness, city or any other details submitted as part of the SAG for the purposes of announcing results, displaying Leaderboard, advertising, publicity or promotional in any media now known or hereafter developed, worldwide in perpetuity. The Contestant hereby waives any right to inspect or approve the finished material and releases the Company from any claims or liabilities arising from such usage., Any photographs, videos etc. submitted by the SAPs/Winners to the Company or recorded, shall on submission / creation become the property of the Company and shall be available to the Company for exploitation across all mediums throughout the world in perpetuity. The SAP(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. The SAP(s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- g.) Acceptance of these Terms and Conditions by the SAP constitutes permission for the Company, including its affiliates, to click photographs, record videos of the SAP(s) and use the SAP(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.

## 9. Data Privacy

- a) The SAP acknowledges that the Company will need to collect their Personal Data for the purpose of the SAG. By providing their explicit consent, the SAP agrees to the collection, storage, use, disclosure, transfer, of their Personal Data which may be collected by the Company for the purposes of SAG. The term 'Personal Data' shall mean and include but is not limited to the name, phone number, photo identity documents such as passport, driving license, PAN, Aadhaar, document for age verification such as birth certificate, ration card, voter identity card or other details pertaining to the identity of the SAP and other information as may be required for the purposes of SAG.
- b) By choosing to log in to the Sony LIV App using the social media accounts i.e. Google account and Facebook, the SAP hereby consents to the Company collecting the personal information shared by the SAP with such social media accounts. In the event the SAP wants to withdraw the consent with respect to sharing of the personal information by the social media accounts, then the SAP shall contact the social media website directly.
- c) The Company reserves the right to deny participation, registration, audition, or qualification for any further rounds or overall qualification to the SAG, especially if the SAP is unable to or refuses to provide or verify their Personal Data or if the SAP does not consent to or withdraws the consent provided to for collection or processing of their Personal Data. The Company may, at its discretion, contact the SAP(s), if required, for any clarifications needed for the information provided in the registration.
- d) The Company reserves the right to require proof of identity and/or eligibility, at any time. Failure to provide such proof within a reasonable time could result in disqualification from SAG. Further, in case there is any mismatch of SAP(s) details in any round of SAG, the SAP(s) may be disqualified from further participation in SAG, if SAP is unable to resolve discrepancies.
- e) The Company shall collect, process, storage, use, disclosure, transfer of Personal Data in

compliance with all applicable laws including the Digital Personal Data Protection Act, 2023 (related rules as and when notified), the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. Any information shared by the SAP with the Company shall be handled by the Company in terms of the privacy policy of the Company, available at <https://www.sonyliv.com/privacy-policy>. In addition to these the Company's Privacy Policy and Terms and Conditions, where applicable, participation in the SAG and the collection and processing of Personal Data of the SAP shall also be subject to the privacy policies and terms and conditions of third-party service providers (including but not limited to WhatsApp or any other platforms that may be engaged by the Company). SAPs are advised to familiarize themselves with the terms and conditions and policies of such third parties.

- f) The SAP(s) hereby agree and acknowledge that the collection and processing of the Personal Data by the Company is for a lawful purpose and is necessary for facilitating their participation in the SAG. The Personal Data shared by the SAP(s) shall be retained by the Company till the Winners are declared and the promotions with respect to the Winners are completed.
- g) Access to Personal Data will be limited to the employees of the Company, and affiliates of the Company (and their respective employees). For the purposes of the SAG, 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 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 SAG. Such service providers shall be subject to the same level of privacy protection as is required by applicable laws including the Digital Personal Data Protection Act, 2023 (and related rules as and when notified).
- h) In addition to the service providers engaged by the Company: a) Company may also disclose Personal Data 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, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations of the Company.
- i) The SAP can opt-out of processing of their Personal Data, at any time, by writing to the Company on [kbcresponse@setindia.com](mailto:kbcresponse@setindia.com) It is advised the SAP identify themselves correctly before submitting any such requests, to enable the Company to resolve the concerns in a timely manner. The SAP(s) understand that the collection and processing of their Personal Data is imperative for their participation in the SAG. Therefore, in the event the SAP withdraws their consent for collection and/or processing of their Personal Data, the SAP shall not be entitled to participate in the SAG any further. The SAP(s) agrees that by accepting the Terms and Conditions, the SAP(s) agrees to not raise any claims against the Company in this regard.
- j) In case SAP(s) have any concerns with the collection and processing of their Personal Data, SAP(s) can write to the Company to [kbcresponse@setindia.com](mailto:kbcresponse@setindia.com) It is advised that the SAP(s) identify themselves correctly before submitting any such requests, to enable the Company to resolve the concerns in a timely manner. The Company may decline to process requests that are unreasonably repetitive or systematic, requiring disproportionate technical effort, jeopardizing the privacy of others, or would be extremely impractical or for which access is not otherwise required.
- k) All Personal Data and information requested by and supplied to the Company by each SAP must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any SAP(s) from the SAG in its sole discretion, should the SAP(s) at any stage supply untruthful, inaccurate, unverifiable or misleading Personal Data and/or information.
- l) If at any time, including after disbursement of prize, any information (including Personal Data) submitted by the SAP(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the SAP(s) shall be liable to refund all amounts received from the Company.
- m) The SAP(s) hereby agreed that they shall not file any claim against the Company for collection, processing or sharing such Personal Data.

## **10. General Terms and Conditions**

- a) The participation in the SAG(s) shall be considered to be acceptance of these Terms and Conditions and that the SAP has read and understood the Terms and Conditions and any other terms and conditions with respect to the Show and SAG(s).
- b) The SAG may contain certain segments which will be sponsored by third parties. The participation and winner selection in such sponsor segments will be governed by the terms and conditions of the said third parties. The SAP may choose to participate in activities made available by such third parties under such sponsor segments. These activities shall be independent of the SAG and the points earned through the activities may or may not be added to the score earned by the SAP through the SAG. The Company reserves the right to decide whether to include points earned by the SAPs in the said sponsor segments in their overall SAG score. The SAP is requested to make sure they read the terms and conditions of such activities under the sponsor segments carefully. The SAP hereby undertakes that he/she shall not raise any claims against the Company in this regard and shall keep the Company indemnified to that extent.
- c) Any gratifications being redeemed by the winners through sponsor integrations or are being done through third party platforms and at all times shall be subject to the terms and conditions of the said third-party platforms. The Company shall in no manner be responsible for any failure on the part of such third-party gateways to gratify the declared winners. Further, the Company shall not be responsible in any manner whatsoever for any errors, omissions or failures on the part of the e-wallets where such prizes and/ or gratifications are being transferred. The SAP hereby undertakes that he/she shall not raise any claims against the Company in this regard and shall keep the Company indemnified to that extent.
- d) The SAP hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Company or its affiliates, as the case may be.
- e) The SAP shall undertake, warrant and guarantee to the Company that the SAP has the full legal capacity to participate in the SAG in accordance with these Terms and Conditions.
- f) Any requirement by the Company for the SAP to link his/her social media accounts hereunder, shall not be deemed to an endorsement of any of such social media platform and the information accessed by the Company from such social media accounts shall at all times be subject to the terms and conditions of such social media website.
- g) The SAP acknowledges that he/she has voluntarily chosen to participate in the SAG at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the SAG.
- h) The SAP shall not have any claim against the Company and/or any of its affiliates connected with the SAG for the same. The Company or any of the affiliates connected with the SAG shall not be responsible for any such eventuality and the SAP(s) shall not be entitled to claim any compensation from the Company.
- i) In the event of any fault, misunderstanding or dispute concerning any part of the SAG, and/or the operation of the telephone system, the selection of Winner at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all SAP(s) and other persons. The Company is empowered to take a decision on any case or instances not covered by the present Terms and Conditions.
- j) The Company reserves the right to amend (add, delete or modify) the Terms and Conditions prospectively or retrospectively, at its discretion and without prior notice, in order to improve the SAG or remedy any issues that occur. It is the responsibility of the SAP to keep itself updated with the Terms and Conditions and amendments thereof from time to time.
- k) The Company has the right at any time to terminate the SAG 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 SAG. In such an event, the prizes and/ or gratifications declared till date shall be paid and future prizes and/ or gratifications will be suspended.
- l) Registration or participation in the SAG does not guarantee a prize and/ or gratification or award.
- m) If the operation of the SAG; the recording or broadcast of any/all of the Show is prevented by an event of force majeure or otherwise, the Company may cancel all or any part of the SAG, or take such other decision as it deems fit.
- n) In case the Winner(s) is found to be in violation of any and all rules/process of the SAG, the Company reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Winner to refund the prize money together with penalty interest as deemed fit by the Company. If at any time, including after disbursement of prize, any information submitted by the SAP(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the SAP(s) shall be liable to refund all amounts received from the Company/ the

Company is liable to reclaim the prizes and/ or gratifications from the SAP(s).

- o) 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.
- p) These Terms and Conditions and the SAG shall be governed by and construed in accordance with the laws of India and the SAP(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.
- q) The Company is empowered in its sole and absolute discretion to take a decision on any case not covered by the present Terms and Conditions.
- r) The Company 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 SAP(s) and/or the Winner (s) in any manner whatsoever, in relation to the SAG and/or prize and/ or gratification.
- s) The Winner(s) and/or the SAP(s) of the SAG agrees that he/she shall hold harmless the Company, its employees, officers, sub-contractors or any other person in connection with the prize and/ or gratification won by him/her and/or in relation to the SAG/Show including but not limited to the procedure in the SAG and shall also not file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against sponsor and/or the Company to claim any damages or reliefs.
- t) The Company, its partners or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the SAP(s) and arising as a result of his/her participation in the SAG.
- u) The SAP(s) agrees that the access and participation to the SAG may be restricted or prohibited in certain states and/or union territories of India as per the applicable laws in such states and/or union territories, as may be implemented, amended and/or repealed, from time to time (“**Restricted States**”) and accordingly, the SAP(s) shall not be eligible to participate in the SAG in case SAP(s) resides in any of the Restricted States while participating in the SAG or otherwise. Further, such SAPs should not attempt to access or participate in the SAG and in case of SAP needs any clarification on the Restricted States, the SAP may reach out to the Company by writing on [kbcresponse@setindia.com](mailto:kbcresponse@setindia.com). The Company shall not be held responsible or liable for a non-eligible SAP attempting to participate in the Show.
- v) The only way to enter SAG is through participation as described in Terms and Conditions. There is no other way of entering the SAG. Any person claiming that he/she can help get you wins for a consideration is defrauding you. Please contact your local police and report this person immediately.

## 11. Personal Data

- a.) The SAP acknowledges that the Company will need to collect the Personal Data of the SAP for the purpose of SAG. By choosing to participate in SAG, the SAP(s) implicitly consents to the collection, storage, use, disclosure, processing and transfer of the Personal Data of the SAP which may be collected and processed by the Company for the purposes of this Show. The term ‘Personal Data’ shall mean and include but is not limited to the name, phone number, address, state and district of residence, gender, date of birth, government identification documents or other details pertaining to the identity of the SAP(s) and other information as may be required for the purposes of the Show. Any information shared by the SAP(s) with the Company shall be handled by the Company in terms of the privacy policy of the Company available at <https://www.sonyliv.com/privacy-policy>.
- b.) All Personal Data and information requested by and supplied to the Company by each SAP(s) must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any SAP(s) from the Show in its sole discretion, should the SAP(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information or fails to supply verifiable Personal Data.
- c.) SAP hereby expressly consent to CMEPL and/or Producer collecting any personal data and/or sensitive personal data (both terms as defined under relevant legislations) either relating to the SAP. Such personal data shall be collected, stored, used, processed and protected in accordance to the policies of CMEPL and/or the Producer and the applicable laws of India. The SAP or hereby also agrees and acknowledges that the data collected from the SAP shall be subject to laws of India and CMEPL and/or the Producer shall not be required to comply with any laws/rules/regulations with respect to such data that may be prevalent in the country of which the SAP is a citizen of.
- d.) The Company shall collect, process, storage, use, disclosure, transfer, of Personal Data in compliance with all applicable laws including the Digital Personal Data Protection Act, 2023 (read with the related rules, as and when notified), the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. The SAP(s) hereby agree and acknowledge that the collection

and processing of the Personal Data by the Company is for a lawful purpose and is necessary for facilitating the SAP's participation in the Show. The Personal Data shared by the SAP(s) shall be retained by the Company till the Show winners are declared, prizes are disbursed and the promotions with respect to the Show winners are completed. All Personal Data shall be purged from the Company servers and information base once the Show and related activities are concluded, unless the Company obtains separate consent from the SAP(s) for retention for longer durations.

- e.) For the purposes of the Show, the Company may contract with the service providers to perform functions or services on its behalf. Such a service provider may have limited access to the 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. Such service providers shall be subject to the same level of privacy protection as is required by the applicable laws. The SAP(s) hereby agree that they shall not file any claim against the Company for collection, processing or sharing such Personal Data. In addition to these the Company's Privacy Policy and these Terms and Conditions, participation in the Show and the collection and processing of Personal Data of the SAP(s) shall also be subject to the privacy policies and terms and conditions of such third-party service providers as may be engaged by the Company. SAPs are advised to familiarize themselves with the terms and conditions and policies of such third parties.
- f.) The Company may also deal with any Personal Data, that it receives from SAP(s) 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.
- g.) The SAP(s) can opt-out of processing of their Personal Data, at any time, by writing to the Company on [livesupport@sonyliv.com](mailto:livesupport@sonyliv.com). It is advised the SAP(s) to identify themselves correctly before submitting any such requests, to enable the Company to resolve the concerns in a timely manner. The SAP(s) understand that the collection and processing of their Personal Data is imperative for their participation in the Show. Therefore, in the event the SAP(s) withdraws their consent for collection and/or processing of the SAP's Personal Data, the SAP shall not be entitled to participate in the Show any further. The SAP(s) agree that by accepting the Terms and Conditions, the SAP(s) also agree to not raise any claims against the Company in this regard.
- h.) In case SAP(s) have any concerns with the collection and processing of their Personal Data, SAP(s) can write to the Company on [livesupport@sonyliv.com](mailto:livesupport@sonyliv.com). It is advised the SAP(s) to identify themselves correctly before submitting any such requests, to enable the Company to resolve the concerns in a timely manner. The Company may decline to process requests that are unreasonably repetitive or systematic, requiring disproportionate technical effort, jeopardizing the privacy of others, or would be extremely impractical or for which access is not otherwise required.

***The Rules and Regulations have been originally written in English. In case of any conflict in the interpretation of the clauses between any translated language (i.e. Hindi/ any other language), the interpretation of the English rules and regulations shall prevail.***