

Dabangg Malamaal Pratiyogita - 5th Anniversary Special

Terms and Conditions

1. HHP Broadcasting Services Private Limited (“HHP”) holds the DABANGG MALAMAAL PRATIYOGITA (“DMP”), a program in the form of contest on Dabangg channel (“Channel”) (hereinafter “DMP” / “Contest”).
2. DMP is being started from 14th February, 2016 to and ending on 23rd February, 2016 (“Contest Period”).
3. DMP shall be aired on the Channel and shall be promoted as deemed fit to HHP, at its sole discretion, by way of on air promos or any other means.
4. The program shall consist of an ongoing daily contest, consisting of 5 unique questions per day based on the movies shown on the Channel. DMP contest questions will be on air between 12:00:00 hours – 24:00:00 hours Indian Standard Time (“IST”) (which is subject to change at the discretion of HHP and if changed, shall be communicated via promotions). To participate viewers can send their entries same day from 12:00:00 hours IST and ending on the day of such daily contest i.e. at 24:00:00 hours IST (“Duration”).
5. Each question to be asked in DMP shall have 4 (Four) optional replies, out of which there is one correct answer. Correct Answers shall be solely decided by the Channel and shall be deemed final. The decision of the Channel cannot be contested.
6. Questions to be asked in DMP shall be aired on the Channel on daily basis and each Duration of Contest Period shall have a new set of 5 questions with 4 (Four) optional replies. However the manner/time/duration etc... of asking questions during the Contest Period may be changed at the sole discretion of the HHP and if changed, shall be communicated via promotions. Each participant can be entitled to submit multiple entries to win exiting prizes.
7. Viewer(s) can participate in DMP by answering through SMS to 53636, in the following manner:
DAB<space>1<space>A/B/C/D. (“1” is the number ONE question followed by the option A, B, C or D);
DAB<space>2<space>A/B/C/D. (“2” is the number TWO question followed by the option A, B, C or D);
DAB<space>3<space>A/B/C/D. (“3” is the number THREE question followed by the option A, B, C or D);
DAB<space>4<space>A/B/C/D. (“4” is the number FOUR question followed by the option A, B, C or D);

DAB<space>5<space>A/B/C/D. ("5" is the number FIVE question followed by the option A, B, C or D).

- 8.** Participants please note that any SMS sent to 53636, in any form or manner including but not limited to with correct answer or incorrect answer, not written properly or in wrong format is chargeable.
- 9.** Participants please note that the premium charges of Rs. 3.00/- per SMS shall apply for sending the SMS to the Short Code i.e. 53636. Even invalid SMS sent for participation in the Contest shall be charged. Roaming charges may also be applicable so it is advisable to the viewer(s)/participants to check with telecom service provider for the applicable charges.
- 10.** Participants please note that the SMS shall be deemed to be charged when such SMS reaches the server of the telecom operator. Any unclear/incorrect/incomplete SMS including SMS with wrong characters shall be considered invalid entry and deemed null and void. HHP shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network etc.
- 11.** Participants please note that any unclear/incorrect/incomplete SMS, including SMS with wrong characters, incomplete information or not in line with this Terms & Conditions shall be considered invalid entry and deemed null and void.
- 12.** Participants please note that the response with each correct answer sent through SMS by a participant to a DMP contest question shall be taken into account for the further process of DMP. Only those participants who send correct answers within the Contest Duration shall be eligible for DMP.
- 13.** Participants please note that the selection of winners of DMP is the sole discretion of HHP and may be made by adopting the 'Lucky Draw". HHP may announce the Winner on Daily basis and one bumper prize winner, at the end of the entire contest, HHP shall not declare any winner if none of the Participants have answered correctly. The process of selection of Winner if broken-down due to any technical error, the whole process of announcement will be done all over again.
- 14.** Winners of DMP shall be contacted by HHP's Authorised Representative and shall be asked for their identity related details. It shall be the responsibility on the part of the winners to provide the correct details upon request and to carry the documentary proof of the same while collecting their prizes, within the time frame communicated to the Winner by the Authorised Representative of HHP. Providing any false representation / fake details to HHP shall result in disqualification of the Winner.
- 15.** The prizes are as follows

- i. Touchscreen Tablet to be awarded to the Daily Winners, -
- ii. Zebronics LED TV and Speakers , to be awarded to the Bumper Prize Winner, respectively.

However, the brand and/or company and model of the prizes shall be chosen by HHP in its sole discretion.

- 16.** It is to be noted that prizes can be collected by the winners in person from HHP's registered office at 4th Floor, Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (W), Mumbai - 400053, Maharashtra (India) or from any other place as may be communicated by the Authorised Representative of HHP, not later than thirty days from the date of announcement of the winners. Following the announcement of Winner, if HHP could not contact the Winner or the Winner does not approaches HHP for completion of documentation as required by HHP within 15 (Fifteen) days of announcement and in case of acceptance of prize within 30 days of announcement of Winner, it is taken into consideration that the Winner has relinquished his/her right over the Prize. And the claim(s) of the any winner(s) shall not be entertained. In such an event HHP disclaims any and all liabilities.
- 17.** The prize can be claimed by the Prize winner so declared by HHP and is not transferable, negotiable, assignable or exchangeable. In the event, any prize winner after the announcement if denies, refuses or does not agree to accept the prize for any reason whatsoever or fails to comply with the condition of clause no. 16 above then the same prize may be awarded to any other participant to be selected as a winner of such prize by lottery system.
- 18.** The winners may be required to sign an "Winner Entitlement Form" provided by HHP to comply with the formalities of accepting the prize, which shall release HHP of all liability. Refusal to complete and sign any documents requested by HHP shall result in disqualification of the winner. All decisions of HHP are final and irrevocable. .
- 19.** HHP and their respective Employees and/or Agents, are not responsible for any loss of Entries, any failure in sending response or failure in giving due intimation to the participants/winners for any reason whatsoever including, due to any problems caused by any mobile network connections, telephone lines, telephone systems, cellular telephone service providers, for entries received after the Contest Duration as a consequence of computer service delays, interruptions, failures or overloads, or for lost, misdirected or misplaced Entries. Entries are void if incorrect, incomplete, irregular, tampered with, and mechanically reproduced in any way or otherwise not in compliance with these Terms and Conditions.
- 20.** Mere participation in the DMP contest and receiving SMS of Participation from HHP does not entitle the Participant to be selected as a winner.

- 21.** The Contest is open to Indian viewers of Dabangg Channel of age 18 or above only, other than the employees of HHP, and its affiliates, subsidiaries, assignees, representatives and their immediate families and any companies and their subsidiaries that are sponsoring and/or promoting the Contest.
- 22.** By participating in DMP contest, the Participant declares that he/she is an Indian citizen with a valid proof of his/her identity and is of competent age for taking part in the DMP contest.
- 23.** In consideration of participating in this Contest and Winning the same, each entrant grants a worldwide, irrevocable, perpetual license to feature their submitted Photo as winner in any of their publications, their websites and/or in any promotional material connected to this competition
- 24.** Participants acknowledge that he/she will not hold HHP and/or any of its Agents engaged by them with regard to this DMP contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
- 25.** Non-conformance by any participant and/or winner of the Terms & Conditions contained herein will disqualify the participant from participation or winning as the case maybe.
- 26.** HHP reserves all rights to make amendments to the existing rules/ terms and conditions contained herein any time without prior notice.
- 27.** HHP reserves the right to cancel/ postpone/ stop/ terminate the Contest in its sole discretion without any prior intimation.
- 28.** HHP is not responsible for any errors or omissions in the Terms and Conditions contained herein. All information provided in the DMP contest is provided "As is" without warranty of any kind. HHP makes no representations and disclaims all express, implied, and statutory warranties of any kind to the participant and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- 29.** Under no circumstance, unless due to willful misconduct or gross negligence, shall HHP and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if HHP has been advised of the possibility of such damages. The participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against HHP and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.

- 30.** HHP has the right to substitute the prize of the DMP contest with other prizes as determined by HHP in its sole discretion, in case it is necessary.
- 31.** The prize shall contain standard warranties as provided by the manufacturer. HHP does not provide any additional implied or express warranties or guarantees in respect of the prize provided by the manufacture. Any malfunction or product defect of the prize shall be taken up directly by the prizewinner with the manufacturer.
- 32.** The prize will be awarded pursuant to these Terms and Conditions. All taxes, levies and duties due and owing under applicable and statutory laws in connection with the prizes including TDS, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes are the sole responsibility of the prizewinners.
- 33.** Participants release HHP and its respective divisions, affiliates, subsidiaries, branches, directors, officers, employees and Agents, as well as all others associated with the development and execution of this DMP contest, from and against any and all liability with respect to or in any way arising from this contest and the awarding and use, misuse or possession of the prize, including liability for personal injury, except where prohibited or limited by law.
- 34.** By participating in the DMP contest and accepting the prize, the winners waive all copyrights, rights of publicity and any related rights and consents to HHP's right to picture, tape or portray him/her as a prizewinner, and to exhibit this material 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, except where prohibited by law. The prizewinners also consent to HHP's right to use his/her name, voice or picture, or the content of his/her participation in the DMP contest.
- 35.** Any questions, queries or comments regarding the Contest should be forwarded to the following address: Mr. Sandeep Singh, DABANGG MALAMAAL PRATIYOGITA, HHP Broadcasting Services Private Limited, Adhikari Chambers, Oberoi Complex, New Link Road, Andheri (West), Mumbai - 400053.
- 36.** Unfortunately, the transmission of information over the Internet is not completely secure. Although we strive to protect your personal data, we cannot guarantee the security of your data while it is being transmitted to our site; any transmission is at your own risk.
- 37.** HHP reserves the right to change the Terms and Conditions of this Contest and to alter or terminate the DMP contest at any time without prior notice.

- 38.** Occurrence of any eventuality which is not covered under the scope the Terms & Conditions stated herein shall be dealt in the sole discretion of HHP. The decisions of HHP and its representatives shall be final and binding on all aspects of DMP contest.
- 39.** The DMP contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the DMP contest are subject to the jurisdiction of the Courts at Mumbai only.
- 40.** Your participation in the DMP contest will be construed as an acceptance of the above stated Terms and Conditions and you shall be eligible to receive promotional SMS/calls/emails from the Channel promoting the DMP contest
- 41.** By participating into the Contest and/or subscribing to the newsletter or by entering any other details on the Website, you agree and approve that the present Terms of Use of the Website and Privacy Policy shall be as per the laws of India.
- 42.** Failing to disclose information or providing false information to Channel or causing false information to be provided or cause any act which is fraudulent for participation in the contest.
- 43.** In addition to the rules set forth herein, Participants may be disqualified or eliminated from the contest at Channel's sole discretion without providing any reason whatsoever, including, without limitation, any of the following reasons:
- i. Breach of any rule/regulation directly/indirectly pertaining to the contest;
 - ii. Breach of any agreement with the Sponsor in connection with the contest;
 - iii. Breach of terms and conditions provided herein by the Participant by participating in the contest
 - iv. Violation of any local, city, state or central laws, rules or regulations; or bye-laws.
- 44.** If any fraud, deceit or other action is only discovered after the prize has been released, the Participant undertakes to return the same (or provide compensation) to HHP forthwith upon discovery by HHP.
- 45.** The Participant acknowledges that his/her participation in the Contest shall be voluntary and at his/her own will and risk.