

APPY FIZZ - FEEL THE FIZZ ("Contest")
Terms and Conditions

These Terms and Conditions ("**Terms and Conditions**") are applicable for the Contest (as defined below) that is organized and hosted by Parle Agro Private limited (hereinafter referred to as "**Company**"). The Company has approached Viacom 18 Media Private Limited ("**Viacom18**") requesting Viacom18's association in the Contest in relation to the Program "Bigg Boss- Season 12" ("**Program**") primarily to be aired on Viacom18's Channel namely 'Colors' ("**Channel**") and Viacom18 has agreed to host and promote the Contest on its Channel (to the limited extent mentioned herein) whereby Participants can participate in accordance with the Terms and Conditions contained hereinbelow.

1. The Contest is open for all individuals who are residents of India ("**Participant(s)**"). If the Participant is/are below 18 (eighteen) years of age ("**Minor**"), then in such event, the participation herein should be done with the prior consent and knowledge of such Participant's parents/legal guardians and all obligations, representations, responsibilities and undertakings (as contained herein) should be complied by such Participant's parent/legal guardian. Viacom18 and/or Company shall have the unrestricted right and authority to disqualify any Participant, at any point of time, if it comes to Company and/or Viacom18's knowledge that such Participants had participated without the due consent, knowledge and awareness of his/her/their parent or legal guardian and/or the Participant is in breach of any conditions or undertakings stated herein.
2. **Mechanism for Participation**
 - a) Participant is required to log on to the Company website (www.appyfizz.com), select the Contest weblink <http://www.appyfizz.com/biggboss12/> select one (1) name/photograph of any of his/her favorite housemate of the Program as provided on the Contest weblink, submit 1 (one) question which he/she would like to ask to his/her favorite housemate of the Program ("**Question**") and then provide his/her name, phone number and email address as a part of the Contest registration process. The Participant is entitled to submit as many Question(s) he/she may like and participate in the Contest unlimited number of times, during the Contest Period. Upon successful submission of the Question, Participant will receive an acknowledgement message which will be displayed on the Company website. However, mere receipt of the acknowledgement message shall neither entitle the Participant to the Prize (as defined below) and /or any benefit nor shall put any obligation on Company and/or on Viacom 18.
 - b) Upon successful submission of the Question and adherence of all terms hereof, Viacom18 at its sole discretion shall select 1 Question each week during the Contest Period ("**Caller of the Week**").
 - c) The Participant whose Question has been selected by Viacom18 i.e. Caller of the Week may get an opportunity to ask the Question vide an audio call/video call (as per the sole discretion of Viacom18) to his/her favorite housemate of the Program and also may get a chance to speak and interact with Program's host i.e. Mr. Salman Khan in any episode of the Program during the Contest Period ("**Prize**").
3. The Contest shall commence from 16th September, 2018 at 21:00 hours ['Opening Hours'] and shall conclude on 30th December, 2018 at 23:59 hours ['Closing Hours'] or the week before the finale week of the Program, whichever is later ("**Contest Period**"), which shall be subject to change as per the sole discretion of Viacom18.
4. By participating in the Contest, the Participant hereby represents and warrants that the Question submitted by the Participants are original, not in breach of any third party rights' and are not defamatory/offensive/hurtful to any person/sect/caste/community, etc. The Participant shall use decent language while communicating with the host and housemate/s and the Participant further undertakes to ensure that the language and Question should not be obscene, vulgar, defaming any housemate, denigrate women or children, objectionable in any manner, hurt religious sentiments, depict violence or is against the public policy of India or/and contrary to the internal policies of Company and/or Viacom18. In the event of any violation to the aforementioned, Participants shall stand disqualified from the Contest with immediate effect and the Company and/or Viacom18 shall have the right to reject the said Participant's participation.
5. By participating in the Contest, the Participant hereby represents, undertakes and warrants that he/she shall solely be liable for any and all action (criminal/civil), consequences arising therefrom and shall also be liable to indemnify Viacom18 and Company, from and against any and all losses, claims, disputes, disruption, actions, demands, suits, proceedings arising from Participant's actions and/or omissions, or arising from any misrepresentation, or concealment of material facts and/or breach by the Participant of any representations, warranties, obligations and / or any terms as stated herein and /or breach of applicable laws.
6. The Company and/or Viacom18 shall have the unrestricted right and authority to disqualify any Participant, at any point of time, if it comes to their knowledge that such Participant is in breach of any terms/ conditions and/or any of the obligations /undertakings stated herein including but not limited to entry / submission of any false, obscene or defamatory Question, inaccurate or misleading details and/or information, of any nature and/or have failed to abide by and/or breach of the rules, terms and conditions hereof.

7. The Participants shall be responsible to bear the cost charged by their respective network operator or the internet service provider (as deemed fit by the Participants) in relation to the Participants participation in the Contest. Viacom18 and/or Company shall, in no circumstances, be responsible to reimburse any such cost incurred by the Participant on account of such participation in the Contest. Any dispute between the operator or service provider shall be settled directly between the Participant and the service provider/operator.
8. Viacom18/Company shall further not be responsible in case of any kind of network problem, technical failure whatsoever and/or any other problems which may occur due to the failure of the Mechanism or misuse of the Mechanism or any kind of problems in connection thereto and/or for any reason whatsoever.
9. The Participant understands and agrees that, the Participants shall have no right to raise any dispute or take any action against the Company and/or Viacom18 in connection with the participation in the Contest including but not limited to failure of receiving an acknowledgement message, failure of participation in the Contest on account of any technical errors on the website etc., at anytime whatsoever, however any such dispute shall be settled directly between the Participants and the Company only, without involving Viacom18, in any manner and at anytime whatsoever. In case of any such dispute, the decision of Company shall be final and binding.
10. If, in any State and/or territory or part thereof, the running of this Contest is prohibited, the Participants from such State and/or territory or part thereof shall not be eligible to participate in the Contest. No further notice shall be given by Company or Viacom18, in this regard.
11. Company with Viacom18's prior written approval reserves the right to change or suspend the Mechanism for Participation and/or cease/discontinue/cancel/change/alter/modify these Terms and Conditions and/ or criteria of the Contest and/or the Prize and/or Contest Period, at any time at its own discretion and without any prior notice and without assigning any reason, hence the Participant shall be responsible to keep himself/herself updated about the Mechanism for Participation, Content, Prize, Contest Period, check the Company website etc., at all times.
12. The Participant, in addition to the Terms and Conditions laid down herein, shall at all times abide by the rules and other terms and conditions as may be applicable to the Participants (in connection with the Contest).
13. The basis for deciding the Caller of the Week for the Contest shall solely be decided by the judges appointed by Viacom18, and the Participants or the Caller of the Week shall in no manner dispute or question the same.
14. The Participants acknowledge and agree that the Company shall be hosting, organizing, conducting the Contest on its website www.appyfizz.com and shall provide Viacom18 with the cumulative list of the entries of Questions received by it for the Contest. The Participants understand and agree that Viacom18 shall select the Caller of the Week for this Contest from amongst such Questions received by it, subject to the Participant duly complying will all Terms and Conditions contained herein and that Viacom18 shall have no further obligation towards the Participants, of any nature whatsoever.
15. Viacom18 or the authorized representative of Viacom18 shall intimate the Caller of the Week at any time/in any manner as deemed fit by Viacom18, on the email address/phone number provided by him/her during the time of the registration of the Contest, to confirm that he/she has been selected as the Caller of the Week and accordingly shall confirm his/her acceptance. If the Caller of the Week fails to confirm the his/her acceptance of the Prize for any reason including but not limited to not responding within the time frame mentioned in the email communication, and/or refusing to accept the Prize and/or refusing to provide details as required by Viacom18, in such a case, Viacom18 shall have the right to disqualify such Caller of the Week and reselect another Participant in place of him/her as the Caller of the Week. Caller of the Week shall also be responsible to sign a declaration form and/or such consent letters /documents, as required by Viacom18 and refusal to do so shall result in cancellation of the Prize.
16. The Participant also agrees that any failure to receive the call after its acceptance of the Prize and/or after its registration shall be considered as rejected participation by Viacom18 and Viacom18 shall not entertain any such dispute/claim/question from such rejected Caller of the Week.
17. Before or after the enjoyment of the Prize, the respective Caller of the Week may also be required to approach Viacom18, in the manner communicated by Viacom18 to sign a release letter in the format as required by Viacom18.
18. The Caller of the Week understands though he/she is entitled to ask only that Question which has been pre-approved by Viacom18. In case of Viacom18 requires the Caller of the Week to change, modify the Question, the Caller of the Week shall adhere to such changes without any demur or protest.
19. In the event of unforeseen circumstances beyond the control of Viacom18/Company the Contest cannot be conducted or the Prize is not made available to the Caller of the Week, or the Contest or Prize is cancelled, the Caller of the Week shall not have the right to claim any right or benefit or damages or monies or compensation from Viacom18/Company and by participating in this Contest the Caller of the Week waives his/her right to make any such claims against Viacom18/Company.
20. In case the Participants/ Caller of the Week fails to comply with the applicable law/s or pay the requisite taxes/costs/expenses, if any, the Caller of the Week shall indemnify Viacom18/ Company of any losses, expenses, costs, actions, demands, suits, proceedings etc. arising from the same.
21. The Participants acknowledge that they do not have any medical/physical/emotional condition which can jeopardize their eligibility for participation in the Contest.
22. The Caller of the Week hereby acknowledges that Viacom18 or Company shall not be liable for any loss, damage, claim, dispute, concern, etc., caused to the Caller of the Week, at any time before or after the Contest/Contest Period.

Viacom18 or Company shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.

23. If the Caller of the Week is found to be causing any disturbance or disruption at the before, during the shoot of the Program when the call is made, then Viacom18 shall have the right to immediately remove, disqualify or disconnect the phone call. In such event the Participant/Caller is not entitled to claim any right or demand or benefit or damages or monies or compensation from Viacom18/Company. Any claim/damage/demand/compensation for the same will neither be entertained nor compensated by Viacom18/Company.
24. Employees or relatives of Viacom18/Company and/or their associate and affiliate companies/ concerns will not be qualified for any participating in the Contest.
25. The Participants hereby agree that some Personal Information ("PI") of the Participants will be collected by Company to enable Company to administer and promote this Contest and the Participant hereby consents to unrestricted usage of the PI thereof. It shall be the sole responsibility of Company to ensure protection of such PI of the Participants as collected by it, for the purposes of this Contest. For the sake of clarity, Viacom18 shall not be responsible for any unauthorized access to the PI of the Participants collected by Company and/or for any occurrence of any untoward incidents thereof, or any other user related data and the usage thereof, including but not limiting to user ids, email address, names or any other related details and the Participant shall have to resolve/ settle such matters directly with the Company without involving Viacom 18 in any manner and at anytime whatsoever. However, in case Viacom18 collects any PI of the Participants at any time during the Contest, then it shall be responsible to ensure protection of such PI as collected by Viacom18 and in the event of any unauthorized use and/or disclosure of such PI by Viacom18, Company shall not be responsible or liable for the same in any manner whatsoever.
26. The Caller of the Week shall be responsible to additionally provide such information as may be required by Viacom18/Company for the purpose of granting the Prize. If the Caller of the Week fails to provide such information to Viacom18, Viacom18 shall take or is entitled to take necessary steps as more particularly mentioned hereinabove.
27. The PI of the Caller of the Week may be provided to others assisting Company/Viacom18 in this regard, including agent(s), prize suppliers and deliverers of Viacom18 (as applicable), Company/Viacom18' affiliates and to authorities that regulate this Contest. If Participants do not truthfully provide all requested PI, Company/Viacom18 may determine that such Participants are not eligible for the Prize. The Participants agree and permit Company/Viacom18 to use their name, image, likeness and publish their details in any medium to promote/advertise the Contest and any other promotions, contents etc. which may be run by Company/Viacom18 without payment of any consideration or benefits to the Participant/Caller towards the same.
28. The Participants hereby agree and undertake that he/she shall not accept or undertake to accept / give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Contest. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom18/Company shall be entitled to take any/all action(s) against such Participants, as deemed fit by them.
29. The Participants hereby grant to Viacom18 and Company non-exclusive, perpetual, royalty-free, worldwide license to use, copy, sublicense, adapt, transmit, distribute, publicly display the Question. The Participant further represents and warrants that: (i) he/she owns the Question / comments posted by him/her for the Contest (ii) the Question does not violate the privacy rights, publicity rights, copyright rights, intellectual property rights, or any other rights of any person or entity or any applicable law, and (iii) the posting of the Participant's Question/ comments for the Contest does not result in a breach of any contract between the Participant and a third party.
30. The cost accompanied/arising from the Prize and/or expenses of any nature, shall be borne solely by the Participants and no monies will be reimbursed nor can be claimed from Viacom18 and/or Company.
31. Viacom18/Company shall not be liable for any loss of earnings, employment or otherwise caused to the Participants or their parents or legal guardians or legal heirs even if such loss arises as a result of his/her being declared as the Caller of the Week of this Contest.
32. The Participants agree and confirm that by registering to participate in the Contest, Participants are expressly consenting to receive acknowledgment/ messages about the Contest from Viacom18/Company and/or its authorized representative.
33. The Participants hereby agree and confirm that all decisions of Viacom18 and Company in connection with selection and participation respectively, in the Contest, are final and binding and are non-contestable. The Participants shall neither question such process nor dispute the same in any manner.
34. In the event of any violation of any Terms and Conditions or obligation or undertakings by the Participants/Caller of the Week as herein mentioned and/or as required by Viacom18/Company, Viacom 18/Company shall immediately disqualify the Participants/ Caller of the Week.
35. The Participants/Winner/ the Caller of the Week hereby agrees and confirms that it shall fully indemnify and hold harmless Viacom18 and Company /its affiliates/group companies and their respective directors/ officers/employees etc., against any loss, claims, demand, dispute, disruption, suits, proceedings, liabilities, etc., caused due to / arising from any act or omissions or misrepresentations and/or concealment of material facts and/or breach hereof by the Participants.

36. The Caller of the Week shall be intimated directly in any manner, as deemed fit by Viacom18. Viacom18 or Company shall not entertain or answerable to any questions, correspondence, enquiries on the manner of conduct of the Contest including but not limited to the grant of the Prize, mode and manner of the enjoyment of the Prize.
37. The Participants and Caller of the Week shall comply with all the terms and conditions associated with the Contest, including but not limited to the Terms and Conditions mentioned herein and associated with Prize.
38. The Participants / the Caller of the Week is not entitled to assign its rights and obligations arising from his/her participation in the Contest to any third party for any reason whatsoever however the Company and/or Viacom18 is entitled to assign its rights and obligations with respect to the Contest to any third party/entity without any further notice to the Participants / the Caller of the Week.
39. The Company/Viacom18 reserves the right to disregard the registration in the event Company/Viacom18 observes any irregularity in the registration of Participants and/or if Company/Viacom18 in its knowledge has reason to believe that the Participants has acted in a fraudulent manner and/or engaged in any deceitful activity in registration.
40. By registering, it is deemed that the Participants have read, understood, accepted and agree to abide with all the Terms and Conditions of the Contest (as may be updated from time to time).
41. Company/Viacom18 shall not be liable for any performance of these Terms and Conditions in the event of force majeure (such as natural disasters, acts of the government including any regulation or order of Government of India or any State Government or any statutory or judicial authority, network attack, system error, etc.).
42. The Terms and Conditions as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. The Participant agrees that these Terms and conditions shall govern the Participant's participation in the Contest. By clicking on the 'I agree' icon, the Participant hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the Terms and Conditions herein. These terms and conditions, contained herein shall subsist until the first telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by Company and/or Viacom18 and hence, the rules shall continue to apply on the Participants and expiry of duration of the Contest shall not release the Participant from any liability and/or obligation and the rights of the Company and/or Viacom18 shall survive even after expiry of duration of the Contest.
43. These Terms and Conditions shall be construed in accordance with the laws of India and incase of any dispute or any other matter arising in reference to the registration shall be subject to the exclusive jurisdiction of the Courts in Mumbai only.