

### **Standard Terms and Conditions for conducting contest by Contest Partner**

These standard terms and conditions ("Stipulations") apply to you if IndiaCast has permitted You ("Contest Partner") to organize, market, promote, manage and conduct any contest ("Contest").

1. Contest will be conducted during such period as may have been agreed by IndiaCast ("Contest Period"). Participation in the Contest must be absolutely free and no registration fee should be charged from participants in any manner whatsoever by Contest Partner.
2. Contest shall be open to all legal residents of the Territory as may have been agreed by IndiaCast ("Territory") provided however that as on date of participation in the Contests, participants of the Contest should have attained the age of majority as per applicable laws of the Territory.
3. Contest Partner shall:
  - (a) ensure that Contest is organized, marketed, promoted, managed and conducted (collectively, "Conducted") strictly in terms of applicable laws, and instructions of IndiaCast as may have been previously intimated, or may be contained herein, or may be intimated in future (collectively, "IndiaCast's Instructions"). For clarity: (a) unless indicated by IndiaCast otherwise, stipulations contained herein shall be in addition to, and not in derogation of, any other stipulations that may have been communicated previously, or further stipulations may be communicated by IndiaCast in future, and (b) applicable laws would mean and include all applicable laws, rules, regulations, by-laws, third party policies applicable within the Territory.
  - (b) ensure that each Participant agrees to terms of participation in the Contest, which shall be more stringent or as stringent as per stipulations contained herein, or as per IndiaCast's instructions.
  - (c) be solely responsible for: (i) Conducting the Contest, (ii) settling all claims that may arise on account of or in relation to the Contest, (iii) obtaining and maintaining, all licenses, consents, clearances, permissions that may be required from any governmental body / regulatory authority or any other party for the purposes of Conducting the Contest, (iv) Conducting Contest in a fair and responsible manner such that it does not adversely affect goodwill / reputation of IndiaCast/ its affiliates, its / their brands / trademarks, its /their products / services (collectively, "IndiaCast"). For clarity, the obligation to Conduct Contest in a fair and responsible manner shall extend to the manner in which winner(s) of the Contest are chosen by Contest Partner.
  - (d) obtain and maintain appropriate insurance policy/ies, as the case may be, in relation to the Contest so as to inter-alia cater for any premature cancellation of Contest, defending / responding any legal proceedings (including response to notices) on account of or in relation to Contest, non-receipt of the prize by winner(s), any damage, loss, injury or disappointment suffered by any participant participating the Contest or as a result of accepting any prize. In this regard, Contest Partner acknowledges that IndiaCast specifically disclaims any responsibility in relation to the Contest and that IndiaCast shall not be responsible for any injury, loss, damage or other consequence whatsoever arising from, suffered or incurred by winners from or in relation to prize.
  - (e) Contest Partner acknowledges that it has not relied on any statements and that it has not relied upon any verbal and/or written representations made to it by IndiaCast and/or its employees and/or affiliates, and that it has made its own independent investigations into all matters relevant to it and its business in relation to the Contest.
4. Contest Partner acknowledges that IndiaCast will have the right to: (a) modify, cancel, extend and/or discontinue Contest or any part thereof without assigning any reason or giving prior notice, and (b) modify, amend or alter the rules governing the contest from time to time.
5. IndiaCast agrees that Contest Partner shall be authorized to use IndiaCast's marks / logos / images provided by IndiaCast strictly in terms of IndiaCast's instructions.
6. Contest Partner agrees and undertakes that it shall hold harmless and indemnified, IndiaCast (including its affiliates), its employees, officers or any other person in relation to any injury / damage / harm / loss suffered by it in any manner, whatsoever, in connection with Contest (including on account of its rescheduling / cancellation, participation, prize(s), etc.
7. IndiaCast shall not be liable to make any payments to Contest Partner for any reason whatsoever in relation to the Contest.
8. The relationship between the Parties is on principal to principal basis. This understanding regarding Conducting of Contest will be governed as per laws of India, with courts in New Delhi having exclusive jurisdiction to adjudicate any dispute between them.