

TERMS AND CONDITIONS

The following are the terms and conditions ("**Terms and Conditions**") governing the contest viz "*UPDESH SWAMINCHA, KAUL TUMCHYA MANACHA (Your Inner Voice basis Swami's Guidance)*" ("**Contest**") held in connection with the program titled "Jai Jai Swami Samarth" ("**Program**") which is aired on the channel "Colors Marathi" ("**Channel**") owned by JioStar India Private Limited ("**JIOSTAR/Organizer**"). The Contest shall be held from a period commencing from 29th May, 2025 – 16th August, 2025 ("**Contest Period/ Period**") and a promotional entry video will go live on the Channel from 29th May onwards ("**Promotional Entry Video**").

Vide the Promotional Entry Video, Channel invites interested persons to participate in the Contest by sharing questions with JIOSTAR during 29th May, 2025 to 10th August, 2025 ("**Contest Entry Window**") following all required mandates herein below ("**Participant(s)**").

By participating in the Contest, it is deemed that the Participant(s) have read, understood, accepted and agree to unconditionally abide with all the Terms and Conditions of the Contest.

1. PRINCIPLE RULES

To participate in the Contest, the Participant(s) shall follow the procedure as detailed below:

- i) Participant(s) must be citizen and resident of India, above 18 (eighteen) years of age, at the start date of the Contest Period. The Participant(s) should not have criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest. The Participant(s) should hold a valid Aadhar card and PAN card.
- ii) Employees of and/or consultants of and/or persons hired on contract by JIOSTAR and/or their associate and affiliate companies/ concerns and/ or sponsors and the members of their immediate family are ineligible from participating in the Contest.
- iii) To participate in the Contest, the Participant(s) must follow the process/instructions provided in the Promotional Entry Video and send questions between Monday 7 am until Saturday 11 pm ("**Duration**") each week during the Contest Entry Window. Any questions that are sent outside of the Duration during Contest Entry Window and also on any other platform than the website URL mentioned below shall not be considered and shall be deemed null and void.

2. SHARING MECHANISM

Viewers interested in participating in the Contest may do so by sending their questions within the Duration during the Contest Entry Window by the following mechanism (collectively "**Sharing Mechanism**"):

- (i) The Participant(s) will be required to visit the link www.colorsmarathi/updeshswamincha ("**Website**"). The Participant(s) will be given an option to scan the QR code displayed in the Promotional Entry Video, which will directly redirect the Participant to the Website. Upon visiting the Website, the Participant shall be required to furnish their contact details, i.e., name, mobile number, email id ("**Contact Details**"), gender, city and age-group ("**Personal Details**"). In this regard, the Participant(s) hereby agrees that the Contact Details furnished by the Participant(s) shall be their own and shall not belong to any third party and/or not cause any violation of any third-party rights. Further, the Participant(s) shall ensure that the Contact Details furnished are correct and accurate and undertakes to maintain the correctness and accuracy of the same till the end of the Contest.
- (ii) Along with Contact Details and Personal Details, Participant(s) shall be required to share 1 (one) question during the Duration during the Contest Entry Window, in less than 250 (two hundred and fifty) words ("**Question**").
- (iii) The Participant(s) hereby understand that data charges shall be applicable and shall be levied by the respective network operator for using internet connection shall be the sole responsibility of Participant(s).

- (iv) The entries made herein by the Participant(s) using the Sharing Mechanism shall hereinafter be collectively referred to as “Entries” and individually as “Entry”.
- (v) Non-conformance by the Participant(s) to any and all the terms and conditions herein or as set by JIOSTAR from time to time will make such Participant’s Entry(ies) null and void.

3. SELECTION OF WINNERS

- (i) A Participant(s) shall be required to share their Question only through the Sharing Mechanism prescribed hereinabove within the Contest Entry Window. Out of all the eligible Entries received within the Contest Entry Window within the Contest Entry Period, every week, Channel/JIOSTAR shall select 1 question, as it may deem fit at its sole discretion within the following Monday, by 5 pm every week (or at such other frequency determined by Channel/JIOSTAR). The Participant(s) whose question is selected (“**Winner**”) will be informed that its Question has been selected by Channel/JIOSTAR and that the response to its Question will be aired through applicable episodes of the Program in the week of such selection.
- (ii) Participant(s) agrees that the response/solution to its Question will be made by the Channel’s programming and show subject matter expert team, in the form of a story which shall be a fictionalized story based on the guidance and preachings of Jai Jai Swami Samarth.
- (iii) Winner(s) may be required to submit the following documents for verification purpose, within 24 hours of JIOSTAR contacting them on the Contact Detail(s) provided by the Participant(s): (a) PAN card, (b) Aadhar Card/Election card/Passport/ permanent Driver’s License, (c) such other information/documents as may be required by JIOSTAR. If the Winner(s) do not provide the documents with the aforesaid 24-hour period (or such period as maybe communicated by JIOSTAR, at its sole discretion) and/or do not sign the confidentiality, release letter or any other documents as may be required by JIOSTAR in relation to the Contest, then JIOSTAR reserves the right to disqualify such Winner without any notice and no questions or communications shall be entertained in this regard for any reason by JIOSTAR.
- (iv) Winner will be selected randomly from the Participant(s) who have shared their Question during the Contest Entry Window. For the sake of clarity, Participant(s) will be considered as a Winner only when it has been specifically declared as a Winner by JIOSTAR and not merely because it has been contacted by JIOSTAR for verification or any other purpose.
- (v) The decision of JIOSTAR in selection of Winner(s) shall be final and binding in this regard.
- (vi) Participant(s) consents to the use of information supplied by them for the purposes as set out in these Terms and Conditions. The Winner(s) agrees and confirms that such Personal Information shall be their own, and that Winner(s) shall at no time submit any Personal Information which belong to a third party.
- (vii) JIOSTAR may contact the Winner(s) to submit scanned copies of their identity proof, age proof and address proof (e.g. picture of passport/electricity bill/any other valid ID for verification) (“**Document**”) within such time as specified by JIOSTAR. In the event, any Winner(s) fails to submit the Documents, its participation shall be invalidated. The Winner may also be required to sign any confidentiality and release agreement and/or any other documents and writings, as may be required by the JIOSTAR and/or its parent, subsidiary, and affiliate companies in relation to the Contest.
- (viii) JIOSTAR may announce another Winner in place of the originally announced Winner if:
 - a. Documents or details of the Winner are not correct in the opinion of JIOSTAR; or
 - b. Documents so required are incomplete, misleading or untrue; or
 - c. the Winner does not sign the confidentiality, release letter or any other documents required, if any, by JIOSTAR; or
 - d. if the Winner does not revert within the stipulated time as decided by JIOSTAR.

- (ix) JIOSTAR shall make only three (3) attempts to reach the Winner(s). In case they do not respond or if JIOSTAR is unable to get in touch with them due to any reasons such as any error in any information/Documents furnished by the Participant(s), their selection shall be invalidated and JIOSTAR shall not be liable to that Winner(s) in any manner whatsoever. It is clarified that JIOSTAR shall not be obligated to shortlist another Participant(s) in place of such invalidated Participant(s)/Winner(s).
- (x) Upon verification of the credentials only those Winner(s) who are in compliance with the Terms and Conditions requirements stated herein, shall be contacted informing them that they are the winner of the Contest. The communication to the Winner(s) would be done on such date as may be decided by JIOSTAR at its sole discretion.
- (xi) Name and city of the Winner will be displayed on every episode of the Program where the relevant story is covered, through astons during telecast of the Program which conveys "This week's Winner for UPDESH SWAMINCHA, KAUL TUMCHYA MANACHA - [ABCXYZ from Pune]".

4. **RIGHTS**

Participant(s) hereby assigns, grants, conveys any/ all rights, title, and interest, including rights in any form of intellectual property, performer's rights (including rights under Sections 38, 38A, 38B, 39 and 39A of the Copyright Act, 1957), copyright and rights in any form of exploitation in and to the Entry to JIOSTAR, for the territory of the world and in perpetuity, in consideration of mutual covenants, the sufficiency of which is hereby acknowledged by Participant(s). The provisions of section 19(4) of the Copyright Act, 1957 shall not apply to these Terms and Conditions. To the extent rights cannot be assigned for future modes and mediums by the operation of law, which is not in commercial use or existence on the date of these Terms and Conditions, Participant(s) hereby grants an irrevocable, exclusive, perpetual, worldwide license to JIOSTAR, its transferees, assignees, and sub-licensees for the territory of the entire universe to exploit the Entry, for such future modes/mediums in consideration of mutual covenants, the sufficiency of which is hereby acknowledged by the Participant(s).

5. **GENERAL RULES:**

- (i) JIOSTAR reserves all rights to make amendments to the existing Terms and Conditions or withdraw the Contest without giving prior notice. It shall be the sole responsibility of the Participant(s) to check the Terms and Conditions of the Contest on the Website of the Channel i.e. www.colorsmarathi/updeshswamincha. Each Participant(s) hereby agrees to be bound by the terms and/or by any subsequent revisions of the Terms and Conditions ("**Revised Terms**"). JIOSTAR reserves the right to amend, add or delete any of the Terms and Conditions at its sole and absolute discretion without further notice. The Revised Terms (if any) shall supersede all prior terms.
- (ii) JIOSTAR may, at its sole discretion, extend or curtail the Period of the Contest or may suspend or abandon the same at any time without any prior notice of the same.
- (iii) By participating in the Contest, the Participant(s) agree to be bound by any rules; regulations, guidelines or policies ("**Rules**") associated with the Contest, including without limitation these Terms and Conditions, and agree to be bound by any decisions made by JIOSTAR, including any interpretations of such Rules by JIOSTAR.
- (iv) The Participant(s) hereby agree and undertake that mere participation/announcement/declaration of being announced as Winner(s) shall not entitle them to have their story in response to their Question be shared on the Program and/or any prize. Only upon complying with all Rules mentioned herein, to the satisfaction of JIOSTAR, shall the winning be validated.
- (v) Participant(s) must enter the Contest on its own behalf and Entry(ies) by proxies will not be accepted. In the event that it is found that a Participant(s) has submitted Entries from more than one mobile numbers, JIOSTAR reserves the right to disqualify such Participant(s) from the Contest.

- (vi) Participant(s) confirms that the Entry does not contain content that is blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libellous and/or is contrary to any law in force; is grossly harmful, harassing, defamatory, obscene, pornographic, pedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; harms minors in any way; infringes any patent, trademark, copyright or other proprietary rights; or violates any law for the time being in force; deceives or misleads the addressee about the origin of such material or messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; JIOSTAR shall be entitled to invalidate the participation of a Participant in the event of any fraud, dishonesty or any non-entitlement for participation of the Participant under these Terms and Conditions.
- (vii) Each Entry shall be checked by JIOSTAR. The decision of JIOSTAR shall be final and binding. The Participant(s) agrees and confirms that the Participant(s) shall at no time challenge such decision of JIOSTAR and/or raise any claims or disputes in relation to the same.
- (viii) JIOSTAR shall not be responsible in the event Entries are not received due to any technical error of any nature whatsoever. For purposes of the Terms and Conditions, "receipt" of an Entry occurs when the Entry reached the server of the concerned telecom/mobile operator. Any automated receipt confirmation does not constitute proof of actual receipt. Any unclear/incorrect/incomplete Entry, including wrong characters in Entry shall be considered invalid vote and deemed null and void.
- (ix) The Participant(s) agree and confirm that JIOSTAR shall at no time be held responsible and/or liable for any non-receipt of an Entry due to a technical error and/or defect in the functioning of the telecom server, and to the extent permissible in law, the Participant(s) waives its right to initiate any claim, proceedings, actions, damages, suits, in relation to the same against JIOSTAR. Neither JIOSTAR nor Channel shall be responsible in case of any kind of network problem, technical failure whatsoever and/or the data charges/costs charged by the network operator(s). Any dispute in connection to the same should be settled directly between the viewer/subscriber and the operator(s) without involving JIOSTAR and/or Channel in any manner.
- (x) JIOSTAR shall not be responsible or liable for any technical disruption and/or failure and/ or any other difficulties of such nature, due to which the Winner(s) is un-reachable or any technical disruption and/or failure/ and/ or any other difficulties of such nature, due to which JIOSTAR is unable to intimate the Winner(s).
- (xi) JIOSTAR reserves the right to disqualify any Participant(s) from participating in the Contest if the Participant(s) is found to be in breach of any provisions of these Terms and Conditions or as revised from time to time. The decision of JIOSTAR in this regard shall be final and binding upon the Participant(s), and the Participant shall not at any time challenge and/or dispute such decision of JIOSTAR.
- (xii) The Participant(s) or any third party shall have no right to question the process of selection.
- (xiii) JIOSTAR is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma caused to the Participant(s) and/or the Winner(s) in any manner whatsoever or for any reason whatsoever in connection to the Contest.
- (xiv) The Winner(s) shall do any and all acts and execute any and all documents in such manner and at such location as may be required by JIOSTAR in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to JIOSTAR.

- (xv) Each Participant(s)/Winner(s) consents to the use of information supplied by the Participant(s)/Winner(s) for the purposes as set out in these Terms and Conditions. The Participant(s) agrees and confirms that such Contact Details shall be their own, and the Participant(s) shall at no time submit any contact details which belong to a third party. The Contact Details and Personal Information shall be provided by JIOSTAR to the extent allowed by laws of India, to third parties assisting JIOSTAR or otherwise involved with JIOSTAR in relation to this Contest.
- (xvi) The Winner of the Contest agrees that it shall make itself available from time to time and co-operate with JIOSTAR and participate in any activity and/or campaign ("**Promotional Activity**") of any nature whatsoever without any money payable to the Winner. Further, the Winner shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Winner agrees that the footage of any nature with regard to the Winner shall vest with JIOSTAR, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- (xvii) The Participants hereby agree and undertake that they shall not accept or undertake to accept or 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 JIOSTAR shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
- (xviii) By entering the Contest, each Participant(s) expressly agrees that its personal and /personally identifiable data supplied may be used by JIOSTAR and/or its affiliated companies for the purposes of marketing the products and/or services of JIOSTAR and/or its affiliated companies and that certain offers and information on such products and/or services may be sent to the Participant(s) from time to time.
- (xix) By providing any personal and/or personally identifiable information to JIOSTAR entering the Contest, each Participant(s) thereby waives its privacy rights and/or any privacy expectations they have with respect to the use of their likeness or personal information furnished by them. If a Participant(s) does not wish to have its information and/or likeness viewed by or disclosed to others, it should not enter the Contest.
- (xx) By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner has waived its right to raise any dispute with regard to the Contest and/or any decision of JIOSTAR, in any manner whatsoever.
- (xxi) The Participant(s) and/or the Winner(s) shall fully indemnify, defend and hold harmless, JIOSTAR, its affiliates, officers, directors, employees and agents (collectively the "**Indemnified Persons**") from and against any and all losses, claims, actions, damages, liabilities, penalties, costs and expenses, (including without limitation reasonable attorneys' fees and court fees) (collectively "**Losses**"), that the Indemnified Person may incur or suffer or likely to incur or suffer as a result of or arising out any (i) breach of any Terms and Conditions hereunder; (ii) willful misconduct or negligent acts or omissions; (iii) any claims by any third party for any losses, damages, costs, expenses, injuries suffered by such third party, arising out of or in relation to the Participant(s) and/or the Winner(s) during the Contest.
- (xxii) The Terms and Conditions and participation 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. This is a legal and binding agreement between the Participant and JIOSTAR, that states the terms that govern the Participant(s)' participation as stated herein. By clicking on the 'Submit' icon, the Participant agrees to have read and understood the Terms and Conditions and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein and respective terms and conditions of the accounts/ modes through which they have chosen to participate. These terms and conditions contained herein

shall subsist until the telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by JIOSTAR and hence, the rules shall continue to apply on the Participants.

- (xxiii) In case of any dispute or other matter arising in reference to the Contest the Courts having jurisdiction to adjudicate the same shall exclusively be the courts at Mumbai, India.
- (xxiv) The decision of JIOSTAR in connection with the Contest will be final and binding and is non-contestable. Participant(s) hereby waives any right to seek or obtain injunctive or other equitable relief against the exploitation of the Contest, Entry and/or Program (or any part thereof), to the maximum extent permitted under law.
- (xxv) Neither JIOSTAR/ Channel nor its employees have given a guarantee regarding the advice provided to the Winner, and the Winner agrees not to hold JIOSTAR and/or the Channel and its employees, responsible with regards thereof.
- (xxvi) The Participant(s) agrees that the participation in the Contest shall be at the Participant(s)' sole risk. To the fullest extent permitted by law, JIOSTAR, including its licensors, their respective affiliates, and each of their respective officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Contest. JIOSTAR makes no warranties or representations about the accuracy or completeness of the content on the Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies on the Website, (ii) personal injury or property damage, of any nature whatsoever, resulting from the Participant(s)' access to and use of the Website, (iii) any unauthorized access to or use of secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Website (v) any bugs, viruses, trojan horses, or the like which may be transmitted to by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- (xxvii) The Participant(s) hereby irrevocably agree to and will maintain confidentiality in respect of any response and/or official communication that is provided to the Participant(s) from an employee or representative at JIOSTAR in connection with this Contest; and agree to make no public press announcements or information for publication without the explicit approval of Star India.
- (xxviii) The Participant(s) hereby acknowledges that the Participant has fully read and understood these Terms and Conditions voluntarily, without coercion or any undue influence of any kind whatsoever on the part of JIOSTAR and with complete understanding of all of the terms and conditions contained herein and shall agree to the contents of these Terms and Conditions.
- (xxix) In case of any queries in relation to this Contest, you can write to hello@jiostar.com. JIOSTAR shall endeavour to reply to the same within a reasonable time, however, no reply shall not construe to acceptance of the query raised.

6. WARRANTY DISCLAIMER

Participant(s) agrees that Participant(s)' use of Website, participating in the Contest shall be at Participant(s)' sole risk. To the fullest extent permitted by law, JIOSTAR, including its affiliates, and each of their respective officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Contest. JIOSTAR makes no warranties or representations about the accuracy or completeness of content of Website of the Channel or the content of any websites linked to Channel and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies on Channel, (ii) personal injury or property damage, of any nature whatsoever, resulting from Participant's access to and use of Website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from Website, (iv) any bugs, viruses, trojan horses, or the like which may be

transmitted to or through our website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via Channel, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.