

## **JASHN-E-PUNJABI FEVER CONTEST TERMS & CONDITIONS**

**THESE TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE “T&Cs”) ARE APPLICABLE TO ALL THE PARTICIPANTS/CONTESTANTS OF “JASHN-E-PUNJABI FEVER” (HEREINAFTER REFERRED TO AS THE “Contest”) PROMOTED / ORGANIZED BY M/S HT MEDIA LIMITED UNDER THE NAME 'PUNJABI FEVER FM (HEREINAFTER REFERRED TO AS “PUNJABI FEVER FM”. THESE T&Cs CAN BE AMENDED OR VARIED FROM TIME TO TIME BY PUNJABI FEVER FM. THE CONTESTANT MUST CAREFULLY READ AND AGREE TO THE T&Cs BEFORE PARTICIPATING IN THE AFOREMENTIONED CONTEST.**

### **INTRODUCTION**

- By participating in the Contest, the Participant/Contestant is indicating his/her agreement to be bound by these T&Cs. Participation in this Contest is at Your sole discretion and on a voluntary basis.
- The Participant/Contestant's participation in the Contest shall be deemed an unconditional and irrevocable acceptance of these T&Cs. All entry instructions and any other specific details relating to the Contest or the prizes form part of these T&Cs.
- Punjabi Fever FM reserves the sole right to terminate the Contest at any time without giving prior notice. All decisions of Punjabi Fever FM in any matter relating to the Contest shall be final and no discussion or correspondence will be entertained.
- A failure by Punjabi Fever FM to enforce any of these T&Cs in any instances will not give rise to any claim by any person.
- The Participant/Contestant must read the T&Cs from time to time to be fully aware of the T&C's.
- The Participant/Contestant has made certain representations and warranties to Punjabi Fever FM in applying for a place on the Contest. Punjabi Fever FM has relied on the accuracy and truth of such representations and warranties in granting a place to the Participant/Contestant.
- Should Punjabi Fever FM or its agents become aware of any fraud, deceit or similar action undertaken in connection with the Contest or otherwise, or any act or omission which might have an adverse effect on the Contest, Punjabi Fever FM reserves the right to forfeit the Participant/Contestant's place in the Contest (without giving any reason and without notice).
- These T&Cs are in addition to the HT Media Ltd.'s Terms of Use and Privacy Policy to which You agree by using the websites of <https://www.fever.fm/> (hereinafter referred to as "Website"). To the extent the Website Terms of Use are inconsistent with these T&Cs; these T&Cs will prevail with respect to the Contest only.
- For the purposes of these T&Cs, wherever the context so requires "You" or "Your" shall mean any natural person who is a participant in the Contest.

### **1. ELIGIBILITY:**

- 1.1 The Participant/Contestant must be a local resident of Delhi NCR, India and must be above the age of 18 years.
- 1.2 The Participant/Contestant must have a valid proof of identity, age and residence in the form of a copy of the local resident proof such as Student ID Card/ Professional/Office ID/PAN Card / Driving License / Voter ID / Indian passport/Aadhar card.
- 1.3 Punjabi Fever FM reserves the right to disqualify a Participant/Contestant and/or withhold or recover the Prize in the event:
  - i. The Participant/Contestant is in breach of any of T&Cs or any of the obligations, warranties and/or representations made under this Agreement;
  - ii. Participant/Contestant's conduct is inappropriate contrary to the spirit or intention of the T&Cs or of the Contest;

- iii. The Participant/Contestant has committed or undertaken any fraud, dishonesty, deceit, misconduct or similar action including providing any false or incorrect information;
- iv. An act(s) or omission(s) by the Participant/Contestant which might have an adverse effect on Punjabi Fever FM;
- v. It is in Punjabi Fever FM's best interests to do so.

1.4 Punjabi Fever FM reserves the right to announce another participating contestant as the Winner if the selected winner defaults on any of the T&Cs.

1.5 Punjabi Fever FM employees, their spouses and/or immediate relatives are prohibited from participating in the Contest.

## **2. DETAILS OF THE CONTEST AND HOW TO ENTER:**

2.1 This Contest will be start from 15<sup>th</sup> September, 2022 to 24<sup>th</sup> September, 2022 ("**Contest Period**").

2.2 Mechanics to participate in the Contest: In order to participate, a Participant must,

- Follow Punjabi Fever Official Instagram and Facebook handles ("IG and FB Handles").
- There will be a question posted on IG and FB Handles, You have to answer it by choosing the correct option available on IG and FB Handles and submit the same before 4pm of that day. Any replies after 4 pm will not be entertained.
- Out of the participants who answered correctly three participants will be chosen through randomizer.
- Punjabi Fever FM's official will notify these three participants via DM (Direct Message of Instagram and Facebook) or email to share the documents mentioned clause 1.2 above.
- The qualified participants will move on to the next round which will be played On Air on Punjabi Fever FM Radio channel between 6-7pm. This round is called as the 'Golden Hour' where they will play a fun quiz.
- In the round, the Participant, who answers most of the questions, will be announced as the winner and awarded with a title of 'Pure Punjabi' and will win the grand prize. The Winner is not permitted to participate during the remaining period of the Contest.

## **3. PRIZES:**

During the Contest Period, one winner will be selected each day. Prizes may include any of the following product: Thomson Smart LED TVs or Thomson Semi-Automatic or Thomson Fully Automatic Washing Machines.

The Prize will be handed-over to all the winners of the Contest at Punjabi Fever FM New Delhi Office on the last day of the Contest i.e. 24<sup>th</sup> September, 2022. In case, You fail to collect the Prize on 24<sup>th</sup> September, 2022, due to any unavoidable reason, You shall inform Punjabi Fever FM official through email. Winner will be permitted to collect the Prize within a week from last the date of the Contest i.e. 24<sup>th</sup> September, 2022 from Delhi Office. If the Winner does not appear to collect the prize within the above-said period, Punjabi Fever Delhi shall have a right forfeit the prize, at sole discretion.

All Prizes are non-transferable or non-exchangeable and may not be given, assigned or sold to another person.

Winner will be liable to pay the taxes and other statutory fees (if any) as applicable on the Prize. Tax deductible at source under Income Tax Act is applicable for any prize exceeding the value of Rs. 10,000/-. The Winner is liable to bear TDS on gift @ 30% of the actual cost of the product. The Winner shall pay the such TDS amount to Punjabi Fever FM via NEFT or DD in favour of "HT Media Limited" on and before receiving the Prize. At no point Winner shall make Punjabi Fever FM liable or responsible for any additional charges to be paid by the Winner for claiming/availing the prizes.

#### **4. ODDS OF WINNING:**

Odds of winning depend on the number of eligible entries received. Eligible entries are ones that satisfy the eligibility criteria outlined above and follow the steps outlined in the "Details of the Contest and the How to Enter" section above.

#### **5. PRIZE DRAWING:**

By agreeing to participate and enter into this Contest, you agree that you have a valid proof of identity, age and residence in the form of a copy of PAN Card / Driving License / Voter ID / Indian passport and you may be required to share the said documents with Punjabi Fever FM as and when requested. We reserved our right to forfeit your claim to the Prize if you do not meet the eligibility criteria or do not comply with these T&Cs.

Punjabi Fever FM shall not be responsible for any defect, non-workable condition or replacement of the Prize, for any grievance related to product, the Participant shall reach out to the manufacturer of the product.

#### **6. ADDITIONAL TERMS:**

Punjabi Fever FM may, to the maximum extent permitted by applicable law and in its sole discretion, change any of the terms of these T&Cs or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes beyond its control corrupt or impair the administration, security, fairness or proper play of the Contest or submission of entries.

Punjabi Fever FM is not responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Contest; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or (d) injury or damage to your or any other computer or mobile resulting from downloading any materials in connection with the Contest.

Punjabi Fever FM may, in its sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Contest or any Punjabi Fever FM or its affiliate's property, including Punjabi Fever FM and its contest partner; (b) acting in violation of these T&Cs; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

The authorised owner of the mobile no/email account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these T&Cs in the event of a dispute as to entries submitted by multiple users having the same mobile number/e-mail account. No benefits greater than those described in the "Description of the Contest and How to Enter" and "Prizes" sections above in these T&Cs will be awarded.

#### **7. PERSONAL INFORMATION**

You agree that for the purpose of operating this Contest, Punjabi Fever FM may collect personal and/or sensitive personal information ("Personal Data") from You. Such Personal Data will be used by Punjabi Fever FM and/or the contest partner for the purpose of operating this Contest. Providing Personal Information is voluntary; however, failure to provide such data shall result in your inability to participate in the Contest. Participants eligible for a Prize give their consent to the collection and processing of such Personal Information. Please note that your acceptance of these terms and conditions is deemed to signify your agreement to these Privacy Policy, including without limitation to the collection, use, transfer, storage, handling or otherwise processing your Personal Data in accordance with terms hereof.

We reserve the right to refuse to issue Prizes to the winners unless they provide their Personal Data necessary to release the Prize and to perform other activities to run the Contest. Participants authorize contest partner to use the Personal Data sent to the Contest in connection with the Contest.

By accepting these terms and conditions you also hereby give your consent to Punjabi Fever FM.

#### **8. PUBLICITY RELEASE:**

By participating in the Contest, you give Punjabi Fever FM and/ or its affiliates permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Contest and any promotions, events, or contests to follow. You agree that Punjabi Fever FM and/ or its affiliates have the right to publish your saved item details for any communication, promotions, events, or contests that follow. You agree that Punjabi Fever FM and/ or its affiliates have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation, etc. for the use of such pictures, etc., and hereby release Punjabi Fever FM and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to Punjabi Fever FM and/or its affiliates, agents and assigns to use your name and likeness to promote the Contest and any promotions, events, or contests to follow.

#### **9. LIABILITY RELEASE:**

This Contest is being made purely on a "best effort" basis and participating in this Contest is voluntary. By participating in the Contest, you will be legally bound hereby, to release from liability, and hold harmless Punjabi Fever FM, and any of its affiliates, employees or agents representing or related to Punjabi Fever FM and its services/products. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/ Prizes offered under this Contest, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Contest, even if caused or contributed to by Punjabi Fever FM's negligence.

#### **10. FORCE MAJEURE**

This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Punjabi Fever FM ("Force Majeure Event"). Punjabi Fever FM shall be not liable for any delay or adverse effect caused to you as a result of a Force Majeure Event.

#### **11. MISCELLANEOUS:**

The Contest and all accompanying materials are the IP of Punjabi Fever FM, or its affiliates and contest partners. All rights reserved. No requests for transfer or assignment or redemption of the benefits shall be entertained. You agree that all decisions made by Punjabi Fever FM related to the Contest are final and binding on you. Failure by Punjabi Fever FM to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person.

#### **12. GOVERNING LAW:**

These T&Cs are governed by the laws of India and courts at New Delhi shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.

#### **13. MAILING LIST:**

By entering the Contest, you consent to Punjabi Fever FM, its affiliates and contest partners to being placed on a mailing list for promotional material with regards to the Contest as well as any future contest/campaign/activity to be run by Punjabi Fever FM, its affiliates and/or contest partners. The Participants hereby gives his/her express consent to Punjabi Fever FM to share winners' personal information with the contest partners for dispatching, delivering or rewarding the Prizes to the winner.