

## MUSIC BROADCAST LTD (“MBL”)

### "Radio City Super Singer – Season 14" (the “Contest”)

#### Contest Rules & Regulations

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Radio City Super Singer Contest will be held on air on “Radio City” (“Channel”) in all the cities where radio stations are owned and operated by Music Broadcast Limited (“MBL”) more particularly mentioned in **Annexure A** attached to this Rules & Regulations.

#### PART A – DEFINITIONS

In these rules and regulations, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

“**The Contest**” shall mean the contest titled ‘**The Radio City Super Singer Season 14**’ (the “Contest”), to be conducted and available for persons having place of residence at all the cities where radio stations are owned and operated by Music Broadcast Limited (“MBL”) more particularly mentioned in **Annexure A** . The duration of the contest shall be valid from 5<sup>th</sup> **December 2022 to 23<sup>rd</sup> December 2022 (both days inclusive)**.

The grand Finale of Super Singer Contest shall be organized on-air and at the sole discretion of “Music Broadcast Limited” (“MBL”) and/or Radio City FM. There shall be only one winner in each regional language (Hindi, Tamil, Telugu & Kannada) for the Contest who shall be awarded a prize as follows:

- a. **Rs. 50,000/- (Rupees Fifty thousand only ) for each winner of each location at Mumbai, Delhi and Bangalore.**
- b. Rs 25,000/- (Rupees Twenty Five Thousand only) each for the winner in the rest of the locations having physical radio stations

The contest invites the interested persons to participate in the “Radio City Super Singer season 14” by uploading their song on MBL owned website [www.radiocity.in](http://www.radiocity.in) and follow all the required mandates as mentioned herein below:

#### PART B – ENTRY AND PARTICIPATION IN THE CONTEST

- a. First stage of this contest is the audition, wherein the interested participants have to upload their audition video/audio on our website [www.radiocity.in](http://www.radiocity.in) or call us on our IVRS numbers , the timings for which shall begin from 11.00 a.m. Indian Standard Time (ISD) hrs to 6.00 p.m. ISD (Monday-Saturday), from 5<sup>th</sup> **December 2022 to 23<sup>rd</sup> December 2022 (both days inclusive)** in all the cities where radio stations are owned and operated by Music Broadcast Limited (“MBL”) more particularly mentioned in **Annexure A** or live auditions which will be held various Colleges/ venues Malls during the aforementioned term.
- b. Alternatively the interested participant may upload the recording on the music based portal of the Company namely [www.radiocity.in](http://www.radiocity.in) or by uploading the recording on the Facebook Front page [www.facebook.com/radiocityindia](http://www.facebook.com/radiocityindia)
- c. Once the audition round is over, jury will select final winners from the respective locations to go on-air for Five(5) days as per the discretion of MBL, asking listeners to vote for them through SMS “CITY SPACE CODE OF THE CONTESTANT” to Short Code Number 56060 and these final winners will only be given chance to perform at the grand finale that will be held at RCSS local Studios and aired on 23<sup>rd</sup> December 2023 as stated above, however, decision of the jury with regards to the Winner, shall be final and binding at all times.
- d. For the grand finale, selected finalist from each region will be called to their respective Radio City studios and shall be allocated time for their performance in the finals as per the rounds decided by the jury.

- e. Participants are required to perform in the stipulated period of time to avoid negative marking. The participants will need to perform songs as per the regional language they are associated.
- f. Any kind of abusive language or misbehavior will lead to immediate disqualification of the participant and will be dealt with severe legal consequences, for the same.
- g. Decision of the jury with regards to the Winner, shall be final and binding on all the participants to this Contest.
- h. Post submitting entries, all the participants will be automatically added to Radio City's web portal [www.radiocity.in](http://www.radiocity.in) in 'New Artist' section.
- i. The contestant obtaining maximum marks on the day of grand finale, followed by votes will be declared as the winner of Super Singer. The winner gets the Cash prize as mentioned above.
- j. "**The Company**" shall mean Music Broadcast Limited, the organizer of the Contest, having its registered office at 5<sup>th</sup> Floor, RNA Corporate Park, Off Western Express Highway, Kalanagar, Bandra (East), Mumbai – 400 051.
- k. "**The Contestant/Participant**" shall mean any person having permanent or current residence at Mumbai and being eligible to participate in the Contest in accordance with the rules and regulations contained herein or amended and/or altered from time to time.
- l. **Prize** a) Subject to participant(s) adhering to the terms & conditions and participating in the manner provided herewith, final each winner in this Contest from Mumbai, Delhi and Bangalore shall be entitled to an assured cash prize of Rs. 50,000/- (Rupees Fifty Thousand only) for RCSS and Rs. 25,000/- (Rupees Twenty Five Thousand Only) for each winner from rest of the locations wherein company has physical radiostations.
- m. All winnings/ prizes won from this contest/s is/are subject to tax deduction at source under section 194B of Indian Income Tax Act. The Company will hand over winner/s letter to the contestant upon obtaining sufficient proof of deduction of requisite tax, if required at source as per law from the winner/s.
- n. "**Radio City**" shall mean the FM Radio station operated under the brand name "Radiocity" where radio stations are owned and physically operated by Music Broadcast Limited ("MBL") more particularly mentioned in **Annexure A**.
- o. "**Rules and Regulations**" shall mean those contained herein and amended and/or altered from time to time.
- p. "**Call In Options**" shall mean participants can WhatsApp their voice recording OR call on telephone number 7810911911 and to participate between **07:40 hrs to 10:30** hrs, Monday to Saturday, while the Contest is being held.
- q. The Company shall attempt to contact the Winner on the telephone number provided by the Winner at the time of submitting his/her entry in the Contest. Several attempts will be made to contact the Winner successively within a period of 24 hours after the Contest for the day and in the event the Winner cannot be contacted on the given telephone number, the Winner will be disqualified and no prize shall be given to him or her, as the case maybe.
- r. The Company may in its sole discretion may change the date and venue of the grand finale and the company will not be responsible in case the event is postponed or cancelled due to any reason.
- s. The Company shall not be held responsible for any delay or failure in receipt of delivery of voice recording on 7810911911, of any entries sent by the Contestants through any means whatsoever. The winner, within 3 days from the date he/she is contacted by the Company's representative, shall submit his/her passport size photograph, PAN Card details as well as residential proof and proof of identity in the Mumbai office of the Company and shall sign declaration and after 15 days thereof shall attend the office of the Company, to collect prize money. In absence of any of the above mentioned documents, the company reserves its right to disqualify the winner from receiving the prize money. Corporate Office at 5<sup>th</sup> Floor, RNA Corporate Park, Off Western Express Highway, Kalanagar, Bandra (East), Mumbai – 400 051.
- t. As per section 194B of the Income Tax Act, 1961, the winner will be required to pay 30% tax at source of the value of the prize.
- u. Any information gathered through this Terms and Conditions shall be subject to MBL 's Privacy Policy ("Privacy Policy") which is available at [www.radiocity.in](http://www.radiocity.in)
- v. By participating in this contest, it is deemed that the Participant(s) have read, understood, accepted and agreed to unconditionally abide with all the Terms and Conditions of this Contest.

## PART C – GENERAL RULES

### Part I

#### Principle Rules

1. To participate in the **Radio City Super Singer Season 14 Contest**, the Participant(s) shall follow the procedure as detailed below:
  - a. Participant(s) must be citizens of India and of eighteen (18) years of age or above as on date of the Contest Period which is 5<sup>th</sup> **December 2022**. The Participant(s) should be legally eligible to enter into contract as per section 11 of Indian Contract Act 1872 and should not have criminal conviction or any offence involving moral turpitude or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.
  - b. Employees of and/or consultants of and/or persons hired on contract by MBL and the members of their immediate family are ineligible from participating in the Contest.
  - c. All Participant(s) must have a valid Facebook account to be eligible to participate in the Contest. For the sake of clarity, it is hereby agreed to and confirmed by the Participant(s) that the same does not include a Facebook account opened and operated by a family member and/or friend of the Participant(s).
  - d. It is the sole responsibility of the Participant(s) to ensure that the Entry/ies submitted does not infringe the rights of any third party including rights in any intellectual property and shall be original in form. Duplicate Entries and/or two or more identical Entries shall be disqualified from the Contest.
  - e. The participant (s) alone shall be responsible and liable towards any liability arising from copyright society or any other music label or any other third party, included but not limited to, payment of royalty which may be claimed during the participation or subsequent thereto and hereby undertake to indemnify MBL for the same. MBL, in no means whatsoever, be held responsible for the same.
  - f. The Participant(s) shall ensure that the Entry/ies is original, decent and is not immoral, defamatory, abusive, offensive, insensitive, libelous or blasphemous to the Film, any person, or section of the society, etc.
  - g. The participation in the Contest is solely at the Participant's own risk and Company shall not be responsible for any direct or indirect losses resulting from participation in the contest unless otherwise mentioned explicitly in this document.
  - h. All direct and indirect expenses incurred by the participant for participating in the Contest shall be borne by the participant alone and the Company will not entertain any such requests for reimbursement of such expenses.
  - i. The prize winners shall execute all such documentation as may be deemed necessary by the Company and willfully allow the Company to use, display, copy, modify, distribute, publish, sell, assign, exchange, license, sub-license, for all locations, in any medium, form or format, in any number, the picture, image or likeness and the reproductions of the winner, and any other biographical information furnished by the winner with Radio City's prior approval.
  - j. MBL reserves the right to disqualify any Participant(s)/Winner(s) from participating in the Contest if his/her conduct is found to not be in concurrence with the Terms and Conditions set out herein or as may be revised by MBL from time to time. MBL reserves the absolute right and discretion to reject any "Entry/ies" or any part thereof at any stage of the Contest, including after declaring the Winner(s),

- k. MBL reserves the right to disqualify any Participant(s)/Winner(s) from participating in the Contest if MBL:
- a) receives any notice or complaint relating to the Entry/ies not being compliant of the Terms and Conditions including alleged to be infringing any form of rights including rights in any form of intellectual property of any third party;
  - b) determines at its sole discretion that the Entry/ies is inter alia, belongs to another person and to which the user does not have any right to; blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libelous and/or is contrary to any law in force; is grossly harmful, harassing, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in any way; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such 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, defense, 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.
  - c) The decision of MBL in this regard shall be final and binding upon the Participant(s)/Winner(s) to this contest.

### **General Rules**

1. MBL 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 MBL
2. MBL 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.
3. Entries sent after the stipulated Period will not be considered for the Contest and shall be deemed null and void.
4. Participant(s) shall at all times ensure that the Entry/ies adheres to the applicable laws in force in the territory of India.
5. Participant(s) must enter the Contest on his/her 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, MBL reserves the right to disqualify such Participant(s) from the Contest.
6. Each Entry shall be checked by MBL inter alia, if it follows the aforementioned rules. The decision of MBL shall be final and binding. The Participant(s) agrees and confirms that the Participant(s) shall at no time challenge such decision of MBL and/or raise any claims or disputes in relation to the same.
7. MBL shall not be responsible in the event Entry/ies are not received due to any technical error of any nature whatsoever. The Participant(s) agree and confirm that MBL 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 website server, and to the extent permissible in law, the Participant(s) waives his/ her right to initiate any claim, proceedings, actions, damages, suits, in relation to the same against MBL .
8. MBL 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 Shortlisted Participant(s)/ Winner(s) is un-reachable or any technical disruption and/or failure/ and/ or any other difficulties of such nature, due to which MBL is unable to intimate the Shortlisted Participant(s)/Winner(s).
9. MBL reserve the right to disqualify any Participant(s) from participating in the Contest if the Participant(s) are found to be in breach of any provisions of these Terms and Conditions or as revised from time to time. The decision of MBL in this regard shall be final and binding upon the Participant(s), and the Participant(s) shall not at any time challenge and/or dispute such decision of MBL .

10. The Winner(s) agrees and confirms that the Prize so awarded by MBL shall be the sole gratification/ prize pursuant to the Winner(s) participating and winning the Contest, and that the Winner(s) shall not be entitled to any further gratification at any time from MBL.
11. The Prize is non-transferrable and non-exchangeable. For the purpose of clarity, no alternative prize will be given to the Winners (s) and the Winners cannot exchange the Prize for a gift of similar value.
12. MBL shall not be held responsible or liable for any change in the Prize.
13. The Winner(s) agree that he/she shall not hold MBL and/or its employees, responsible for delays or any problem in connection to the Prize.
14. Neither MBL nor its employees have given a guarantee and/or warranty regarding the Prize and the Winner(s) agree not to hold MBL and its employees, responsible with regards thereof.
15. All and any incidental costs direct and/or indirect, in relation to the Prize, shall be borne by the Winner(s) and in no manner whatsoever shall MBL, be responsible or liable for the same. For the sake of clarity, MBL shall not be responsible to pay for any taxes, duties, charges, license fees, insurance and/or levies applicable under the laws of India, in relation to the Prize and the same, if applicable, shall be solely borne by the Winner(s).
16. The Winner(s) agrees that if due to any reason, whatsoever, beyond the control of MBL the Prize and/or anything in connection to the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, MBL cannot be held responsible and/or liable for the same.
17. All and any incidental costs direct and/or indirect, applicable taxes, in relation to the Prize, shall be borne by the Winner(s) and in no manner whatsoever shall MBL, be responsible or liable for the same in any manner whatsoever.
18. MBL 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 and/or Prize.
19. MBL reserves the right to forfeit the Prize in the event it is found by MBL that any information provided by the Participant(s) and/or the Winner(s) is wrong, fraudulent or any misrepresentation is made by the Participant(s) and/or the Winner(s). MBL shall have the right to declare another Shortlisted Participant(s) as the Winner(s) of the Contest and transfer the Prize to that person.
20. 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 MBL in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to MBL.
21. The Participant(s) understand and agrees that in case he/she is a Winner, the Prize will either be couriered to him/her and/or the Participant (s) shall be required to collect the Prize from such place/premise, as required by MBL subject to the Participant (s) providing accurate and complete Contact Details, in such form and manner as stated hereinabove. The Participant (s) acknowledges and agrees that the Prize shall not be couriered outside of the territory of India.
22. After dispatch of the Prize via courier, in case during transit, if any theft/loss/damage etc. is caused/ incurred, MBL will not be liable for any such theft/loss/damage etc. Further, MBL 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 MBL is unable to intimate the Winner(s).
23. 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.
24. The Participant(s) and/or the Winner(s) shall fully indemnify, defend and hold harmless, MBL 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; (iv) any suit/litigation/injury/damage/harm/loss suffered by MBL in connection with any act of the Participant(s), including any third party claims with respect to the material submitted, if any by the Participant(s), arising out of or in relation to the Participant(s) and/or the Winner(s) during the Contest and/or enjoyment of the Prize.

25. The Winner(s) of the Contest agrees that he/she shall make himself/herself available from time to time and cooperate with MBL and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any money payable to the Winner(s). Further, the Winner(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever. The Winner(s) agrees that the footage of any nature with regard to the Winner shall vest with MBL, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
26. The Participant(s)/ Winner(s) shall not do any act either directly or indirectly during such Promotional Activity which may bring MBL into public disrepute or denigrate any of the preceding, or offend any community or public morals and in all public appearances the Participant(s)/ Winner(s) shall use her/his judgment in general demeanor and choice of language to create an atmosphere which would be conducive to promotion of the Film and/or the Channel and/or MBL .
27. By participating in the Contest, it shall be construed that the Participant(s) and/or the Winner(s) has waived his/her right to raise any dispute with regard to the Contest and/or the Prize and/or any decision of MBL, in any manner whatsoever.
28. Each Participant(s)/ Winner(s) hereby acknowledges and agrees that the relationship between the Participant (s)/ Winner(s) and MBL and its/their affiliated companies is not a confidential, fiduciary, or other special relationship.
29. Participant(s)/ Winner(s) acknowledges that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of the consideration, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.
30. Participant (s)/ Winner(s) acknowledges that Participant (s)' / Winner(s)' representations, warranties, indemnities, dispute mechanism and obligations shall survive the efflux of time and the termination of these Terms and Conditions.
31. Notwithstanding the conflict of law principle, the Participant(s)/ Winner(s) shall comply with the laws of India.
32. In case of any dispute or other matter arising in reference to the Contest and/or the Prize the Courts having jurisdiction to adjudicate the same shall exclusively be the courts at Mumbai, India.

## **Part II**

1. Employees of the Company, or any of its Group, Parent, subsidiaries/affiliates (and all sub-contractors and agents rendering services in respect of the competition), any sponsors and members of their immediate family, persons with criminal convictions, minor persons and persons other than Indian nationals or Indian nationals living out of India are ineligible to enter the Contest. Failure on the part of the winning contestant, to provide proof or affidavit of eligibility to participate in the Contest to the Company, may result in disqualification and/or the withholding or withdrawal of the prize by the Company.
2. The contestant participating in the contest deemed to have knowledge of the terms and conditions hereof.
3. Persons must enter the Contest on their own behalf, entry by proxy is not allowed. The winner of the contest found to be playing the contest again in different name will be disqualified from participating or receiving prize, as the case may be.
4. The Contestant cannot be a minor.
5. The Company may in its sole discretion exclude a Contestant from participation in the Contest or receiving prize, including without limitation for the following reasons (i) circumstances which, in the Company's view, renders the Contestant unfit to participate therein; (ii) inability to produce documents specified by the Company proving the identity of the contestant.
6. The Company may refuse to award - or reclaim any prize awarded to any Winner in the event of winner's fraud, dishonesty or non-entitlement to participate in the Contest under the rules and regulations contained herein or amended and/or altered from time to time.
7. The winner must claim the prize within 30 days from the date he/she declared a winner, else the same will lapse if not claimed within time stipulated.
8. In the event of any fault, misunderstanding or dispute concerning any part of the contest and/or the operation of the SMS system or the validity of any reason / voting etc., the decision of the Company shall be final and binding on the Contestants / the winner.

9. The Company reserves its right to amend and/or alter these rules and regulations or terminate the Contest at any time, without assigning any reason. Notice of such amendment/alteration/termination will be published and shall be applicable to all concern from the date of its publication.
10. All the Contestants abide by the rules and regulations contained herein or amended and/or altered from time to time.
11. If the operation of the Contest (including without limitation the operation of the telephone/SMS system; the recording; broadcast etc.) of any/all the shows is prevented by an event of force majeure, the Company may cancel all or any part of the Contest and shall not be liable to anyone for the same.
12. Whilst the Company shall make all reasonable efforts, there is no obligation on the part of the Company to air any Show in which any Contestant has taken part or any or all of such Contestant's contribution is recorded by the Company.
13. The Company makes no guarantee in respect of the consistency or quality of the telephone / SMS systems used for participating in the Contest.
14. The Company reserves its right to disqualify the Contestant at any point in time, if the Contestant is found suffering from medical problems, unstable mental condition or any such reasons at the discretion of the Company, upon arrival of the winning Contestant to collect the authorisation letter.
15. All winnings from contests are subject to tax deduction at source under section 194B of Income Tax Act, 1961. The Company will handover winner letter to the contestant upon obtaining sufficient proof of deduction of requisite tax, if required at source as per law from the winning Contestant.
16. The Company with regard to the Contest will not entertain any correspondence of whatsoever nature, either from the Contestant or Winner, addressed at registered office or otherwise.
17. The Company reserves its right to make amendments to the existing rules and regulations without prior notice, which shall be binding on the Selected Contestant / Winner, as the case may be.
18. Failure to comply with the rules and regulations contained herein and/or amended or altered from time to time, by any Contestant and/or the winner, the Company shall be entitled to disqualify him/her from participation or receiving prize, as the case may be.
19. While participating in this Contest, the Contestants agree and acknowledge having read and understood all the rules and regulations of this Contest.
20. The Contestant(s), participants, Finalists, Winner(s) of the Contest hereby indemnifies agrees that he/she/they shall hold harmless the Company, Radio city, its employees, officers or any other person in relation to the same with regard to any injury/damage/harm/loss suffered by him/her/them in any manner, whatsoever, in connection with the prize and that the Winner(s) waives his/her/their right to file in person and/or through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against the parties mentioned above and/or any parties related to the Contest to claim any damages or reliefs or otherwise.
21. The Winner agrees that if due to any reason, whatsoever, beyond the control of the Company, Radio city, the prize and/or Contest and/or anything in connection to the Prize and/or Contest and/or the enjoyment of the prize and/or Contest becomes ineffective or invalid, the Company and/or Radio city and/or any related parties shall not be responsible for the same.
22. The Company 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 Winner(s) and/or Companion(s) in any manner whatsoever, including but not limited to the Contest and/or Prize.
23. The Contestant(s), participants, Finalists, Winner(s) of the Contest will abide to all the laws applicable in India. Company and/or Radio City will not be liable for non-compliance of any laws by Contestant(s), participants, Finalists, Winner(s) of the Contest and they hereby indemnify and hold harmless the Company and Radio City in relation thereto.
24. The terms of this rules and regulations shall be construed in accordance with the laws of India, subject to the exclusive jurisdiction of the courts at Mumbai and incase of any dispute or other matter arising in reference to the Contest shall be referred to a sole arbitrator appointed by Music Broadcast Limited and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai, in English language. The award passed by the Sole Arbitrator shall be final and binding upon such participant/winner.

## **PRIVACY POLICY**

This Privacy Policy covers the information for the activity Radio city Super Singer season 14, Music Broadcast Limited (" MBL " and/or "We/Us") collects from the users ("Participant(s)" and/or "You/Your") participating in the "Radio City Super Singer activity" ("Activity"). The Privacy Policy is hosted on [www.radiocity.in](http://www.radiocity.in) and should be read in conjunction with the Terms and Conditions ("Terms") of the Activity as listed on MBL and its parent, affiliate and subsidiary companies shall be referred to collectively as the MBL Entities.

Here are our privacy principles:

- (a) Providing information to us by participating in the Activity is your choice. By providing us information you agree to allow us authorized use of your information and you agree to abide by the Terms of the Activity.
- (b) You always have the ability to have all your information deleted and to opt-out of receiving communications from Activity.

### **Information Collection and Use**

The primary purpose for the collection of information is for the purposes of the Activity.

#### Information Collected:

You may be asked to provide us with certain personally identifiable information ("Personal Information or Sensitive Personal Data or Information") which We may collect as part of the following:

1. Your registration details which may include the name, email address, mobile/contact details, age, gender, password, location, pin code, area code, occupation, PAN number provided by You. You may note that we adopt reasonable security measures to protect your password from being exposed or disclosed to anyone.
2. Your comments or other content that you publicly post or share on the Website.
3. If you access or engage with the Website or Services associated with the Website through a social media service, we may collect your user ID or user name, any information you have permitted the social media service to share with us, and any information you have made public with the social media service.
4. Your usage behavior of the Website or interests, purchasing behavior, other traceable activities online and on mobile such as destinations visited, viewed advertisements or content consumed.
5. Details of the computer system or computer network which you use to visit the Website and undertake any activity on the Website.

Our primary purposes in collecting information including Personal Information or Sensitive Personal Data or Information from You is to allow You to participate in the Activity and various features in relation to the Activity contact you for any promotions as required for the Activity; to record Your information and details as permitted and required under applicable laws, statutory direction or judiciary orders; to serve various promotion materials and advertising materials to You; and such other uses as provided in any User Agreement and this Privacy Policy. We may also use your information for content recommendations, transactional emails or to provide you with information, direct marketing, online and offline advertising and other materials regarding products, services and other offers from time to time in connection with the Activity.

You understand, agree and acknowledge that our collection, storage and processing of your Personal Information or Sensitive Personal Data or Information is for a lawful purpose connected with the Activity. You hereby consent to the collection, storage, use, disclosure, transfer, of the Personal Information or Sensitive Personal Data or Information by MBL for the purposes set out herein.



## **Information Sharing and Disclosure**

MBL is the recipient of all the information and undertakes responsibility for the secure retention of the information provided by the Participants. MBL may enable access of the Participants' information to MBL its entities, its joint ventures, agents or third parties for the purposes of the Activity

The Participant/ Listener/ Winner agree and acknowledge that MBL is not responsible and liable to answer any questions and/or furnish any information which according to MBL is confidential in nature. MBL shall not solicit any questions/ information raised by any Participant/ Listener/ Winner or general public at large to furnish any confidential information which according to MBL is sensitive in nature and make inter alia affect the reputation and Goodwill of the company.

## **Compliance with Laws and Law Enforcement**

MBL shall cooperate with mandated government and law enforcement agencies or any third party by an order under law for the time being in force to enforce and comply with the law. Any information about You will be disclosed to government or law enforcement officials or private parties as We, in our sole discretion, believe necessary or appropriate to respond to claims and legal process, to protect the property and rights of MBL or a third party, to protect the safety of the public or any person, or to prevent or stop any illegal, unethical or legally actionable activity.

### **Business Transfers:**

MBL may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy or in case of corporate restructuring.

### **Email Policies:**

MBL may use your information for a variety of transactional emails. You have full control regarding which of these emails you want to receive. If you decide at any time that You no longer wish to receive such communications from Us u may please intimate us separately.

### **Security:**

MBL uses ordinary industry standard technology designed to help keep Your Personal Information safe.

The secure server software (SSL) encrypts all information you put in before it is sent to us. Furthermore, all of the Participant data we collect is protected against unauthorized access. To prevent unauthorized access, maintain data accuracy, and ensure correct use of information, we will employ commercially reasonable and practicable security practices and procedures and security methods and technologies.

We will also ensure on reasonable commercial efforts basis that any agent or third party that we employ complies with the same security standards as Us for the protection of Your Personal Information.

Your information may be transferred to or be maintained on computers, computer systems and computer resources located outside of your state or country where the privacy laws may not be as protective as those where you live. If you are located outside India and choose to provide information to Us, please be aware that We store or transfer information to India and process it there. Your submission of such information represents your agreement to that transfer.

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. Once we have received your information, we have commercially reasonable procedures and security features in place to reasonably endeavor to prevent unauthorized access.

### **Changes in Privacy Policy**

From time to time we may update this Privacy Policy. Your continued participation in the Activity constitutes an acceptance of the then-current Privacy Policy and Terms so we encourage you to visit this page periodically to review any changes.

#### **Phishing:**

Identity theft and the practice currently known as "phishing" are of great concern to MBL.

Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your account ID, login password, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication.

#### **Contact Information:**

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures

I, \_\_\_\_\_, age \_\_\_\_\_ residing at \_\_\_\_\_ -having PAN number : \_\_\_\_\_ Aadhar Card no \_\_\_\_\_ the participant do herein unconditionally agree and accept all terms and conditions of the contest **"Radio City Super Singer – Season 14"**