MUSIC BROADCAST LTD ("MBL")

"Radio City Reel Star –(the "Contest")

Contest Rules & Regulations

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Radio City Reel Star Contest will be held on website and social networking sites of "Radio City" which are owned and operated by Music Broadcast Limited ("MBL") more particularly mentioned in 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 Reel Star' " (the "Contest"), to be conducted and available for persons being citizen and resident of India. The duration of the contest shall be valid from 19th February 2024 to 8th March 2024 (both days inclusive).

The contest invites mass participation from music/singing/dancing/standup comedy/mimicry to the scripted creations allowing top creators to showcase versatility through Instagram reel.

The Radio City Reel Star is distributed in various phases which consist of:-

Pre-hype: 19th February 2024 to 23rd February 2024

Auditions, Amplification: 24th February 2024 to 08th March 2024 Amplification + Shortlisting: 09th March 2024 to 17th March 2024

Finale: 18th March 2024 and 19th March 2024 Post Finale: 20th March 2024 to 22nd March 2024

The Participant can participate from various zones namely Delhi, Mumbai, Kannada, Tamil, Telugu, Gujarat, Rajasthan, UP, Maharashtra, Jharkhand, Bihar, Punjab, Haryana.

Each Participant is mandatory require to open/operate an Instagram account.

Amplification is allowed in Twitter, Facebook, Youtube

The Participants will be selected based on the creative reels uploaded on Instagram.

- Participants will need to use the exclusive Radio City Reel Star social media filter to be eligible for the contest.
- All the participants will have to upload their reels using the exclusive Radio City Reel Star filter. In the absence of the filter, the entries will be disqualified or will be at the sole discretion of Radio City.
- The time frame of the reel should not go beyond 90 seconds or the standard timeframe of the reel that is uploaded on Instagram.

- All the participants should be citizens and Resident of India. Reels uploaded in the name minor account should be under the guidance of their guardian.
- The winners will be announced based on the engagement, shareability, visibility, storytelling and creativity of the reel uploaded on Instagram.

The shortlisted participants shall be selected from above 13 different zones for the virtual Finale.

The virtual grand Finale of Radio City Reel Star Contest shall be through selection by MBL/Radio City. There shall be only three winners for the Contest who shall be awarded a prize as follows:

- a. Rs. 1,00,000/-(Rupees One Lakh only) for 1st Position
- b. Rs 30,000/- (Rupees Thirty Thousand only) for 2nd Position
- c. Rs 20,000/- (Rupees Twenty Thousand only) for 3rd Position

TDS shall be deducted as per the applicable provisions of Income Tax Act 1961 as amended till date.

The contest invites the interested persons to participate in the "Radio City Reel" by uploading their own reel on MBL owned website www.radiocity.in and also include Instagram Reel of Radiocity.

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 own reel video on our website www.radiocity.in or Instagram Reel of Radiocity.
- b. The participants need to fill the form (Name, Age, Contact detail, City and Email Id) and upload their Reel to get themselves registered on the microsite created for the IP. The IP will addressed with a unique hashtag (#RadioCityReelStar). All the participants will have to use the hashtag while uploading the reel on Instagram.
- c. The interested participant may upload the Reel on portal of the Company namely <u>www.radiocity.in</u> or by uploading the recording on the Front page www.instagram.com/radiocityindia
- d. Once the audition round is over, MBL will select final winners from various Zones and these final winners shall be eligible for the virtual grand finale, however, decision of MBL with regards to the Winner, shall be final and binding at all times.
- e. For the virtual grand finale, selected finalist from each zone 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 MBL.
- f. Participants are required to perform in the stipulated period of time.
- g. 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.
- h. Decision of MBL with regards to the Winner, shall be final and binding on all the participants to this Contest.
- i. The time frame of the reel should not go beyond 90 seconds or the standard timeframe of the reel that is uploaded on Instagram.
- j. "**The Company**" shall mean Music Broadcast Limited, the organizer of the Contest, having its registered office at 5th Floor, RNA Corporate Park, Off Western Express Highway, Kalanagar, Bandra (East), Mumbai 400 051.
- k. "The Contestant/Participant" shall mean any person being Citizen and Resident of India and having permanent or current residence at the location of the contest 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.
- I. **Prize** a) Subject to participant(s) adhering to the terms & conditions and participating in the manner provided herewith, final each winner in this Contest shall be entitled to an assured cash prizes as stipulated above.
- 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 "Radio city" where radio stations are owned and physically operated by Music Broadcast Limited ("MBL")
- o. "Rules and Regulations" shall mean those contained herein and amended and/or altered from time to time.

- p. 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.
- q. The Company may in its sole discretion may change the date, time, the amount of money for each winner or even cancel the entire contest and the company will not be responsible in case the event is postponed or cancelled due to any reason. The Company has the sole power to change, reframe or eliminate the rules during and after the operation of the contest.
- r. 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 Radio city 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 5th Floor, RNA Corporate Park, Off Western Express Highway, Kalanagar, Bandra (East), Mumbai 400 051.
- s. 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.
- t. 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
- u. 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 I

Principle Rules

- 1. To participate in the **Radio City Reel Star Contest**, the Participant(s) shall follow the procedure as detailed below:
 - a. Participant(s) must be Citizens and Resident of India. The Participant(s) should 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. Minor can participate under the supervision and guidance of Parents/Guardian.
 - 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 Instagram 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 Instagram 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 an/or proxy 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, is by 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 Participants should not make reels on political, sexual, terrorism, religious, explicit, derogative and any other topics that may harm the emotional, sentimental, and religious feelings of the any person(s).
 - h. All the participants will have to upload their reels using the exclusive Radio City Reel Star filter. In the absence of the filter, the entries will be disqualified or will be at the sole discretion of MBL.
 - i. 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.
 - j. 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.
 - k. 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.

- I. 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),
- m. 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 co-operate 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.
- 33. If the reels made using the Radio City Reel Star exclusive filter or enrolled for Reel Star contest is monetized through any means and at any platforms, MBL will have the right for the 50% share of the monetized amount.

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 can be a minor however /she should be mandatory under the supervision of Parent(s)/ Guardian.
- 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, 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, 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 view any Reel uploaded in Instagram 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 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. Solicitation in any form shall disqualify the Participant.
- 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.
- 25. If the reels made using the Radio City Reel Star exclusive filter or enrolled for Reel Star contest is monetized through any means, Radio City will have the right for the 50% share of the monetized amount

MUSIC BROADCAST LIMITED PRIVACY POLICY

Music Broadcast Limited (*hereinafter referred to as* 'MBL') is a listed company and a subsidiary of Jagran Prakashan Limited, which owns and runs FM radio stations all over India and is popularly known as 'Radio City'. MBL also owns and operates a website namely www.radiocity.in. The brand Radio City is committed to offering innovative advertising solutions to a wide range of clients through the integration of radio with digital offerings. It also engages in conceptualizing, producing, and organising significant on-ground events at both national and international levels, as well as providing opportunities for clients to engage with social media influencers.

We know that you are our most important asset. Therefore, protecting your personal information is our priority. We know that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This statement of privacy (hereinafter referred to as the 'Privacy Policy') governs and describes the manner in which we collect, use, process, and disclose your information, including Personal Data (as defined below), in conjunction with your access to and use of our Services (as defined below), and it applies to all of the Services offered by MBL and its Affiliates (as defined below), including but not limited to all MBL websites, webpages, application programming interface (hereinafter referred to as 'APIs'), applications, any sub-domains, or related top-level domains including the mobile sites, widgets and integrations (hereinafter collectively referred to as the 'Platform').

This Privacy Policy is incorporated by reference into the MBL Terms of Service (hereinafter referred to as the 'Terms'). It is important that you read this Privacy Policy together with any other privacy notices we may provide on specific occasions when we are collecting or processing your Personal Data (*as defined below*) so that you are fully aware of how and why we are using your Personal Data. This Privacy Policy supplements all other guidelines, regulations, notices, policies issued by MBL and is not intended to supersede them.

This Privacy Policy applies to all the Users (as defined below) that access our Platform (hereinafter referred to as 'you', 'your') whose Personal Data has been collected and processed by MBL (hereinafter collectively referred to as 'we', 'us', 'our' or 'Company') in the course of our business. By using the Platform, you consent to the collection and processing of your data by us and the data practices as described in this Privacy Policy. If you object to your information being transferred or used by us in the manner as described in this Privacy Policy, please do not use the Platform.

1. <u>DEFINED TERMS</u>

- **1.1.** 'Affiliate' means the parent company, group companies, subsidiaries, holding company, business, corporation, partnerships, or any other entity which controls, is controlled by, or is in common control with the Company or the parent company thereof or in which the Company or the parent company thereof holds a substantial ownership interest, whether directly or indirectly.
- **1.2. 'Content'** means any data, information, text, graphics, video, sound, pictures, user interfaces, visual interfaces, trademarks, and any other materials appearing, sent, uploaded, communicated, transmitted, or otherwise made available by the Users on the Platform.
- **1.3. 'Data'** means a representation of information, facts, concepts, opinions or instructions in a manner suitable for communication, interpretation or processing by human beings or by automated means
- **1.4. 'Digital Personal Data'** means personal data in digital form.
- **1.5.** 'Personal Data' means any data about an individual who is identifiable by or in relation to such data which has not been made publicly available by such individual including all aggregations, anonymizations, and derivations thereof, about an individual who is identifiable by or in relation to such data including but not limited to any information relating to the User such as name, email address, location, gender, IP address, residential/postal address, photograph and economic, cultural, or social identity of such user.
- **1.6. 'Terms'** shall mean the terms and conditions of use, as published by the Company available for the Radio city Reel Star

- 1.7. 'Services' shall mean any service offered to the Users by MBL through the Platform.
- **1.8. 'Specified Purpose'** means the purpose mentioned in the present Privacy Policy and any other notice issued by MBL.
- **1.9.** 'User' shall mean any natural or legal person using, accessing, or transacting on the MBL Platform including but not limited, individuals, companies, brands, marketing and PR agencies, whether registered or unregistered on the Platform.

2. INTERPRETATION

- **2.1.** Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- **2.2.** A law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, supplemented, consolidated or replaced.
- **2.3.** The words 'include', 'includes' and 'including' shall be deemed to be followed by the phrase 'without limitation', and such the words or similar expressions are not used as, nor are intended to be interpreted as words of limitation.
- **2.4.** Any statute mentioned herein shall be construed to include any regulation, directive, rule, notification, order, guideline, ordinance, by-law or other subordinate legislation made under it.
- **2.5.** If a period of time is calculated from a particular day, act or event (such as the giving of a notice), it is to be calculated exclusive of that day, or the day of that act or event.
- **2.6.** References to agreements or other contractual obligations shall, unless otherwise specified, be deemed to refer to such agreements or contractual obligations as amended, supplemented, restated, or otherwise modified from time to time.
- **2.7.** The words 'hereof', 'herein', 'thereunder' and 'hereunder' and words of similar import, when used herein shall refer to the Privacy Policy as a whole and not to any particular clause.
- **2.8.** The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.
- **2.9.** Any use of the male or female pronouns herein, whether 'he', 'she', 'him', 'her' or words or phrases to similar effect, shall have no significance in the interpretation and application of the terms and provisions of the Privacy Policy, such use being solely for the sake of convenience.

SECTION I - TERMS APPLICABLE TO ALL USERS OF THE PLATFORM

3. GENERAL

- **3.1.** This Privacy Policy forms a legal and binding agreement between the Company and any person accessing our Platform.
- **3.2.** The terms published herein are in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, user agreement, privacy policy, and terms and conditions for access or usage of the Platform. The Privacy Policy is also in compliance with Digital Personal Data Protection Act, 2023.

- **3.3.** This document is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder, as applicable, and various other statutes. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- **3.4.** Your use of the Platform is governed by this Privacy Policy. Every User shall be bound by the Privacy Policy, the Terms and all applicable laws, rules, regulations which are incorporated herein by way of reference or provided by the Company from time to time.
- **3.5.** By mere use of the Platform, you shall be impliedly contracting with the Company under the Privacy Policy, the Terms and all applicable laws, rules and regulations that constitute binding obligations between you and the Company. Accessing, browsing, or otherwise using the Platform indicates your affirmative and explicit agreement to the Privacy Policy, hence you are requested to read the following carefully before proceeding.
- **3.6.** You acknowledge that we provide use and access to our Platform to you, subject to the Privacy Policy. You agree and acknowledge that you have completely read and understood the Privacy Policy and all other terms, conditions and policies issued by the Company and incorporated herein by reference, as amended from time to time. You agree, covenant, and undertake to be bound by the specific rules and regulations in connection with the Services provided by the Company through the Platform, as applicable.
- **3.7.** We reserve the right, at our sole discretion, to amend, revise, update, terminate, supplement, modify, add, or remove portions of the Privacy Policy, at any time without any prior written notice to you. The Company shall however notify the User of such changes in the Privacy Policy by sending an email to the registered email addresses of the Users or posting notifications in the accounts of the Users on a best effort basis. Notwithstanding the foregoing, it shall be the responsibility of the Users to review the Privacy Policy periodically to be apprised of any changes. Your continued use of the Platform following the notification of changes shall mean that you accept and agree to such changes.

4. PERSONS WITH DISABILITY AND CHILDREN

- **4.1. General**: You are not allowed to access or use the Platform if you are below the age of 18 years or a person with disability. We require the consent from a parent or a legal guardian for the collection and processing of information relating to a child or persons with disability.
- **4.2. Consent**: If you are under the age of 18 years, you may use the Platform only with the consent of a parent or legal guardian. If you are a person with a disability, you may use the Platform with the consent of the parent or legal guardian.
- **4.3. Prohibition**: We strictly refrain from online tracking, behavioural and targeted advertising in relation to information of children.

5. COLLECTION AND USE OF PERSONAL DATA

- **5.1. General:** We collect, store, process and share Personal Data of all the Users of our Platform. The type of Personal Data collected and used by us shall include all derivations, anonymizations, and aggregations thereof, and we may collect such data directly from you or from third-party sources, and our privacy practices depend on the nature of the relationship you have with MBL and the requirements of applicable laws.
- **5.2. Consent:** You hereby unconditionally, irrevocably, and expressly agree and consent to the use of your Personal Data, including sensitive data, by the Company to provide you with our Services through the Platform and for other specified purposes. You hereby unconditionally, irrevocably, and expressly agree and consent to the transfer of your Personal Data, including sensitive data, to the Company and to such third parties who we contract with to provide you with our Services through the Platform. You have the right to withdraw or manage your consent at any time with ease by following the procedure mentioned in **Clause 12.10**.

- **5.3. Notice:** This Privacy Policy shall serve as a notice to you of the type of and the manner in which your Personal Data shall be collected and processed by us. We hereby inform you of the manner in which you may exercise your rights hereunder including without limitation the withdrawal of your consent and the grievance redressal mechanism that may be followed by you in case of non-performance of our obligations hereunder.
- **5.4. Type of Information:** The Personal Data that we collect includes the name, email address, phone number, location, gender, profile picture, social media handles and public profile information of the followers of such a profile, and for a particular post, social media handles and public profile information of who the User is following, text/image or video uniform resource locator (*hereinafter referred to as* 'URLs') posted or uploaded by the User or the followers/friends of the User, pages, social accounts, hashtags and groups that the User is connected with, comments or posts by the User and/or friends/followers of the User, information about individuals who reacted (like/dislike), commented or shared the post and location data of the post, addresses, Internet protocol (*hereinafter referred to as* 'IP') address, browser type and operating system.
- **5.5. Purpose of Collection:** We collect and process your Personal Data on 'as is' basis with the legitimate interest of optimizing your use of our Platform and delivering our Services in relation thereto including without limitation, marketing, website analytics, providing website functionalities. The information we learn from you allows us to personalize and continually improve the total User experience on the Platform. This data helps us ensure that we take every measure to ensure that you are safe while using our Platform and Services. We keep track of the websites/webpages you visit within the Platform in order to determine which of our Services are the most popular. This information is used to deliver more customized Services within the Platform to you on the basis of your behaviour that indicates your interest in a particular subject area.
- **5.6. Information Collected from Social Media Platforms:** We collect Personal Data which is made public by you on publicly available sources, such as via the Internet and other social media platforms. If the Personal Data is located behind a paywall or a password or has setting that are other than 'public', we will not collect it. We constantly search for other sources to make the User profile more accurate and accordingly we collect your Personal Data from all available sources on the internet. Some examples of social media platforms from where we collect your Personal Data are provided below:
 - **5.6.1. YouTube**: We may collect and use your information publicly available and shared by you on YouTube through APIs and other means, to understand the trend and nature of your interest of our Services.
 - 5.6.2. Facebook & Instagram: We may use certain tools offered by Facebook, Inc. (hereinafter referred to as 'Facebook') that enable us to collect or receive information about actions Users take on:
 5.6.2.1. our Platform and elsewhere on the internet through use of technologies, or
 5.6.2.2. through Facebook APIs.
 - **5.6.3. Twitter:** We may use the Twitter APIs to integrate Twitter Content, to collect and use your publicly available information shared by you.
 - **5.6.4. LinkedIn:** We may collect and use your publicly available information shared by you in LinkedIn through APIs and other means, to understand your professional background, networking, and nature of your interest.
 - **5.6.5. Google Analytics:** We may use Google Analytics and Google Analytics Demographics and Interest Reporting to collect information regarding visitor behaviour and visitor demographics on some of our services, and to develop the Platform and the Content thereof. This analytics data is not tied to any Personal Data.
- **5.7. Automatically Collected Information**: In addition to the information that you provide to us, we also use technologies like APIs to make your Personal Data available in the MBL database more accurate. Our Platform may collect information that is sent over the internet without your control. Information in relation to your computer hardware and software may be automatically collected by the Platform which we may use for the operation of our Platform, to maintain quality of our Services, and to provide general statistics regarding use of the Platform. You hereby unconditionally, irrevocably, and expressly agree and consent to the use of the said information by agreeing to this Privacy Policy. Some examples of the automatically collected information have been provided below:
 - **5.7.1. Server Information**: When you visit or browse our Platform, our servers, which may be hosted by a third party service provider, we collect information from you, including your login, e-mail address, password,

computer and connection information such as browser type and version, operating system, IP address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session, domain name, and/or the date and time of your visit. We use this information to examine our traffic, understand your personal preferences and browsing behaviour to view how you use our Platform. We sometimes aggregate such information with similar information from other Users to create new features for our Platform. This type of information will not allow you to be personally identified although we might be able to associate it with your profile.

- **5.7.2. Software Use:** We may sometimes use software tools to measure and collect session information, including page response times, browsing errors, length of visits to certain pages, page interaction information, including without limitation, scrolling, clicks, and mouse-overs, and methods used to browse away from the Platform.
- **5.7.3. Local Information**: We may collect information on your current location, which we get from signals such as your IP address or device settings.
- **5.7.4. Links**: We also collect information about the people, web pages, social accounts, hashtags and groups you are connected to and how you interact with them across our Platform and Services such as type of content that you view or engage with, the features you use, the actions you take, the people or accounts you interact with and the time, frequency and duration of your activities.
- 5.7.5. Cookies: We use cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and which you viewed on our Platform. Cookies are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. We may use cookies which expire once you close your web browser (hereinafter referred to as 'Session Cookies') and cookies which stay on your computer until you delete them (hereinafter referred to as 'Persistent Cookies') to provide you with a more personal and interactive experience on our Platform. Persistent Cookies can be removed by following the directions in the Help Section of your browser. Our use of cookies has been further discussed in detail in Clause 5.8 of this Privacy Policy.

5.8. Use of Cookies

- **5.8.1. General:** We use data collection devices such as cookies on our Platforms to assist us in providing our Services, personalizing your online experience, analysing our web page flow, measure effectiveness, and promote trust and safety. You hereby unconditionally, irrevocably, and expressly agree and consent to the use of the cookies by agreeing to this Privacy Policy. When you visit our Platform, a text file called a cookie is placed on your hard disk by our web page server. Cookies are uniquely assigned to you and can only be read by our web server in the domain that issued the cookie to you. We assign a cookie to your computer when you first visit us in order to enable us to recognize you and your individual choices each time you return to our Platform.
- **5.8.2. Examples:** For example, when you log in to our Platform using, cookies help the Platform to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as passwords, registered email addresses and so on. When you return to our Platform, the information you previously provided can be retrieved allowing you to enter such information less frequently during a session on our Platform.
- **5.8.3. Purpose of Use of Cookies:** Please note that the cookies we use for the Platform do not store personally identifiable information about you. One of the primary purposes of cookies is to provide a convenience feature to save you time while accessing our Platform. The cookie informs the web server that you have returned to a specific page and helps us provide information that is targeted to your interest so you can easily use the features of our Platform as per your customization. Our use of cookies, web beacons, or other similar technologies fall into the following general categories:

- **5.8.3.1. Operationally Necessary:** We may use cookies, web beacons, or other similar technologies that are necessary to the operation of our Platform. This includes technologies that allow you access to our Services, that are required to identify irregular behaviour, prevent fraudulent activity and improve security on the Platform, or that allow you to make use of our functions such as, product information, saved search, or similar functions;
- **5.8.3.2. Performance Related:** We may use cookies, web beacons, or other similar technologies to assess the performance of our Services, including as part of our analytic practices to help us understand how our visitors use our Services, determine if you have interacted with our messages or communications, determine whether you have viewed an item or link, or to improve our Platform, our Services, the Content, applications, or tools;
- **5.8.3.3. Functionality Related:** We may use cookies, web beacons, or other similar technologies that allow us to offer you enhanced functionality when accessing the Platform or using our Services. This may include identifying you when you sign into our Platform or keeping track of your specified preferences, interests, or past items viewed so that we may enhance and personalise the presentation of content on our Services; and
- **5.8.3.4. Advertising or Targeting Related:** We may use first-party or third-party cookies and web beacons to deliver Content, including advertisements relevant to your interests, on our Platform or on third party websites. This includes using technologies to understand the usefulness to you of the advertisements and Content that has been delivered to you, such as whether you have clicked on an advertisement.
- **5.8.4. Right to Accept/Decline Cookies:** You can accept or decline cookies. Most cookies we use are session-based cookies and are automatically deleted at the end of a session. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. The 'Help' section of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. We offer certain features that are only available through the use of cookies. If you choose to decline such cookies, you may not be able to fully experience the interactive features of the Services provided on the Platform.
- **5.8.5. Anonymous Browsing:** A large number of our Services may be accessed without the use of cookies or anonymously.
- **5.8.6. Third-Party Cookies:** You may encounter cookies or other similar devices on certain pages of the Platform that are placed by third parties. We do not control the use of cookies by third parties. We use cookies from third-party partners such as Google Analytics for marketing and analytical purposes to help us understand your use of the Platform.
- **5.8.7. Other Information:** We may use the phone number you use to contact us, and the email address provided by the Users to respond to their inquiries, questions, and/or other requests. If a User joins our mailing list, they will receive emails that may include news, updates, related or service information in relation to the Platform and MBL. As a part of our Services, we implement appropriate safeguards to protect the rights of Users. For example, Users can control information we use and share about them as set forth in this Privacy Policy.

6. ACCESS TO PERSONAL DATA OF USERS

6.1. General: The information we collect about you is critical to our business. We respect and value your information, and do not want to jeopardize the flow of information between you and our Platform. Therefore, we are not in the business of selling/leasing/renting this information to other platforms. Please keep in mind that if you directly disclose personal information or any sensitive data through the public message boards, review, or comment section available on our Platform, such information may be collected and used by other Users. Further, we encourage you to review the privacy policies of other platforms you choose to link to from our Platform so that you can understand how such platforms collect, use and share your information. We are not responsible for the privacy policies or other content on any other such platforms.

- **6.2.** We do not transfer your Personal Data including all derivations, anonymizations, and aggregations thereof to any third parties except in the following cases for which you hereby unconditionally, irrevocably, and expressly agree and consent to:
 - **6.2.1.** To provide or improve appropriate access or user-facing features that are visible and prominent on the Platform:
 - **6.2.2.** For security purposes (for example, investigating abuse, offences);
 - **6.2.3.** To comply with applicable laws; or
 - **6.2.4.** As part of any restructuring, merger, acquisition, or sale of assets of MBL or its Affiliates.
- **6.3.** We do not allow other humans to read your Personal Data, including all derivations, anonymizations, and aggregations thereof, except in the following cases, for which you hereby unconditionally, irrevocably, and expressly agree and consent to:
 - **6.3.1.** Where your affirmative agreement to view specific messages, files, or other data, has been obtained.
 - **6.3.2.** When it is necessary for security purposes (for example, investigating abuse, offences);
 - **6.3.3.** When it is necessary to comply with applicable laws; or
 - **6.3.4.** Where such is information is used for internal operations in accordance with applicable other privacy, jurisdictional and legal requirements.
- **6.4.** We may transfer, use, or sell your Personal Data, including all derivations, anonymizations, and aggregations, including the following, for which you hereby unconditionally, irrevocably, and expressly agree and consent to:
 - **6.4.1.** Transferring or selling such information to third parties like advertising platforms, data brokers, or any information resellers.
 - **6.4.2.** Transferring, selling, or using such information for serving advertisements, including retargeting, personalized or interest-based advertising.
 - **6.4.3.** Transferring, selling, or using such information to determine creditworthiness or for lending purposes.
- **6.5. Sharing of Information:** We may disclose your Personal Data including all derivations, anonymizations, and aggregations thereof, in the following cases, for which you hereby unconditionally, irrevocably, and expressly agree and consent to:
 - **6.5.1. Third Party Service Providers:** We may share your Personal Data, for the purposes and under the conditions outlined in this Privacy Policy, with third party service providers to provide you access to certain Services on our Platform, including without limitation information technology services, system administration services, to host, manage and service our data, to conduct research and analysis and to manage brand promotions. In addition, we may share data with trusted partners to help us perform statistical analysis, send you emails, provide customer support. When contracting such service providers, we enter into agreements that require them to implement appropriate technical and organizational measures to protect your Personal Data. We do not allow our third party service providers to use your Personal Data for their own purposes and only permit them to process your Personal Data for specified purposes assigned and in accordance with our documented instructions, in line with this Privacy Policy.
 - **6.5.2. Data Processors:** We may share your Personal Data, for the purposes and under the conditions outlined in this Privacy Policy, with certain entities for the purpose of processing Personal Data on our behalf. We ensure that all contractual agreements executed with such data processors who are engaged in processing your Personal Data on our behalf, are compliant with all applicable laws and this Privacy Policy. All such data processors are prohibited from using your Personal Data except to provide their services to us, and they are required to maintain the confidentiality of your Personal Data.
 - **6.5.3. Corporate Restructuring:** We may share/transfer some or all your Personal Data with another business entity should we, or our assets, plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring, liquidation, or dissolution of business. In the event such transactions occur,

- such other business entities or the new combined entity will be required to follow this Privacy Policy with respect to the usage, processing and collection of your Personal Data.
- **6.5.4. Affiliates:** There are very limited circumstances where we may share your Personal Data with our Affiliates that either are subject to this Privacy Policy or follow practices at least as protective as those described in this Privacy Policy. Under certain circumstances, we may share your Personal Data with our Affiliates which may market to you a particular offering that may be of interest to you as a result of such sharing.
- **6.5.5. Other Disclosures:** Notwithstanding your Privacy Rights (*as described below*), we may disclose your Personal Data, without notice, only if required to do so by law or in good faith under the belief that such disclosure is reasonably necessary, with third parties including without limitation, investigating state authorities, lawyers, government officials:
 - **6.5.5.1.** To investigate or assist in preventing, mitigating, detecting any violation or potential violation of the law, this Privacy Policy, or the Terms;
 - **6.5.5.2.** To investigate any fraudulent or illegal activity related to the Services offered on our Platform;
 - **6.5.5.3.** To conform to the edicts of the law, including the enforcement of this Privacy Policy;
 - **6.5.5.4.** To respond to legal orders, or comply with legal processes served on MBL;
 - **6.5.5.5.** To comply with relevant laws, legal obligations or to respond to warrants served on MBL;
 - **6.5.5.6.** To enforce, protect or defend the rights or property of MBL or Users of the Services;
 - **6.5.5.7.** To act under exigent circumstances to protect the rights, property or personal safety of Users of the Platform, or the general public; and/or
 - **6.5.5.8.** We may also use your Personal Data for the purpose and in the manner as is mandated by law under various statutes. Such information may be available in public domain thereafter and it is possible that such information may be used by other persons and in that case, we are not responsible.
- **6.5.6. Promotional Activities:** We may disclose your Personal Data with third parties for facilitation of marketing and advertising activities. We do not disclose your Personal Data to such third parties for their marketing and advertising purposes without your explicit consent.
- **6.5.7. Tracking Pixels:** We use tracking pixels to collect information that helps us provide our Services to you. Please note that any 'do not track' signals sent by your web browser or other mechanism have no effect on the collection of Personal Data by the Platform. In addition, other parties who perform data analytics for the Platform, such as Google Analytics, may collect Personal Data and information related to your online activities when you visit the Platform or use our Services. Third party affiliates of MBL may have different policies with respect to 'do not track' signals and MBL makes no representations with respect to such policies.
- **6.5.8. Compliance:** In the event, any of your Personal Data including all aggregations, anonymizations, or derivations thereof is shared with any third parties, data processors, service providers, employees, agents, contractors, Affiliates, successors of MBL, and/or any other entity, for which you hereby unconditionally, irrevocably, and expressly agree and consent to, MBL shall ensure that all such entities with whom MBL has shared such data shall comply with all applicable laws, the Privacy Policy of MBL, and any other applicable rules, regulations and conditions.
- **6.5.9. Google API Services User Data Policy:** Any use and transfer of Personal Data received from Google APIs will adhere to the Google API Services User Data Policy, including the 'Requirements of Limited Use' which can be accessed at https://developers.google.com/terms/api-services-user-data-policy.
- **6.5.10. International Transfers:** The Personal Data we collect and process in the context of the Platform will be stored in India only. Some of the recipients with whom we share your Personal Data may be in countries other than India where your Personal Data was originally collected. The laws in those countries may not provide the same level of data protection compared to India. Nevertheless, when we transfer your Personal Data to recipients in other countries, we will protect that such data as described in this Privacy Policy and in compliance with all applicable laws. We use a variety of measures to ensure that your Personal Data

receives adequate protection and therefore, where information is transferred within our Company, we use an intra-group data transfer agreement that is in compliance with the privacy practices as described in this Privacy Policy.

7. THIRD PARTY WEBSITES

- **7.1. General:** Users may find advertising or other content on our Platform that link to the websites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control any such content or links that appear on the third-party websites and are not responsible for the practices employed by websites linked to or from our Platform.
- **7.2. Other websites/applications:** We encourage you to read the privacy policies of each and every website and application with which they interact. We do not endorse, screen, or approve, and are not responsible for the privacy practices or content of such other websites or applications. Visiting these other websites or applications is at your own risk.
- **7.3. Social Media Platforms:** The Platform and our Services may also contain links and interactive features with various social media platforms (e.g., widgets). If you already use these platforms, their cookies may be set on your device when using our Platform and Services. You should be aware that the Personal Data which you voluntarily include and transmit online through such social media platforms may be accessible by the providers of such social media platforms and, if posted publicly, may be viewed, and used by others without any restrictions. We are unable to control such uses of your information when interacting with any social media network, and by using such services you assume the risk that the Personal Data provided by you may be viewed and used by third parties for any number of purposes.

8. CUSTOMER COMMUNICATION

- **8.1. General:** If you do not want to receive email or other communication from us, please adjust your account setting and change the contact preference. You cannot waive the applicability of this Privacy Policy, and any other policies, guidelines and legal notices issued by MBL from time to time, and if you elect to not receive such notices, they will still govern your use of the Platform, and it is your responsibility to review them periodically for changes.
- **8.2. Registered Users:** We will send one welcome email following registration to all Registered Users of the Platform. We will also periodically send service updates, legal notices and notification of changes to such Registered Users either on their registered email address or by posting notifications in the accounts of Users.
- **8.3. Safety:** To ensure that our Users are safe, if there arises a need to contact you regarding your safety while using the Platform ad utilizing our Services, we will contact you through the contact number and/or the email address you provide to us to let you know the safety concerns.
- **8.4. Confidentiality:** All communications between you and a participating professional available through the Platform are not confidential. For quality assurance purposes, and to seamlessly deliver our Services to you, we will have access to your communications with such participating professionals.
- **8.5. Other Communications:** We enhance and optimize our business practices, enhance our Services and User experience based on the research and analytics done using the User data. For this purpose, you hereby unconditionally, irrevocably, and expressly agree and consent to being contacted by us to implement and manage referral programs, conduct surveys, contests, promotional activities, or share marketing messages and other information that might be of interest to you. We may also contact you to conduct research into your opinion of current Services or of potential new Services that may be offered through our Platform.

9. DISCLAIMERS

9.1. Non-discrimination: When we your collect Personal Data, we will not consider your nationality or privacy rights granted to you by the concerned authorities. We are an Indian company, and our Privacy Policy is based on Indian law.

9.2. Data Retention: We store our data including Personal Data that we collect in our digital cloud servers hosted by third party service providers.

10. CONDITION OF USE

- **10.1. General:** We may update this Privacy Policy and encourage you to periodically review this Privacy Policy to be informed of how we are protecting your Personal Data.
- **10.2. Acceptance of conditions of use:** By visiting the Platform, you accept that your visit and any dispute over privacy is subject to various terms and conditions of the Platform as incorporated herein, *inter alia*, this Privacy Policy, and any other applicable policies of MBL. If you have any privacy concerns in relation to the Platform, please send us a thorough description of the concern through email, and we will try to resolve it within reasonable time.

11. CHANGES AND REVISIONS

- 11.1. Change of Purpose: We will only use your Personal Data for the purposes for which it was obtained, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your Personal Data for an unrelated purpose, we will update this Privacy Policy and explain the legal basis which allows us to do so. Please note that we may process your Personal Data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.
- **11.2. Revisions:** Because our business changes constantly, we reserve the right to periodically revise the Privacy Policy of the Platform. Prior to making these changes, we will e-mail periodic reminders of our notices and conditions, unless you have instructed us not to, but you should review our Platform frequently to see recent changes.
- **11.3. Notification of Change:** We will notify you about significant changes in the way we treat your Personal Data by sending a notice to the primary e-mail address specified in your account or by publishing a prominent notice on the Platform.
- **11.4. Applicability:** Unless stated otherwise, the present Privacy Policy applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of User information collected in the past without the consent of affected Users.

12. DATA PROTECTION & GRIEVANCE REDRESSAL

12.1. Data & Information Security

- **12.1.1. General:** We have put in place appropriate safeguards with the intend to protect your Personal Data and as a part of that we have given you adequate privacy control regarding the information we collect, use and store.
- **12.1.2. Limited Use:** In addition, as a part of our security measure, we limit access to your personal data to only those employees, and other third parties who have a business need to know. Processors of your Personal Data acting on our documented instructions will only process your Personal Data in accordance with our instructions and are subject to a duty of confidentiality.
- **12.1.3. Signing off:** To prevent unauthorized access to sensitive information, it is important for you to monitor those who have access to your password and to your device. Be sure to sign off when finished using a shared device. You are responsible for safeguarding and preventing unauthorized access to the User information and password that you use to access the Platform. You agree not to disclose your password to any third party, and you are responsible for any activity using your account, whether or not you authorized such activity. You must immediately notify us of any unauthorized use of your account.

- **12.1.4. Security Measures:** Stringent and comprehensive security measures are implemented, including encryption and authentication tools, to avoid and prevent unauthorized usage or access to the information given by you. However, in cases of data breach, you may report such violations to us in the manner provided in **Clause 12.12.4.** of this Privacy Policy. we shall report such breaches including unauthorized data processing, disclosure, alteration, loss, or actions compromising data confidentiality, integrity, or availability to the affected users of the Website and to the concerned authorities.
- **12.1.5. Data Protection Impact Assessments:** We also undertake Data Protection Impact Assessments prior to processing of your Personal Data in order to assess the impact such processing. Our assessment explains the nature and purpose of processing your Personal Data and the risks involved, measures, safeguards, and mechanisms envisaged for mitigating that risk and thereby we ensure our compliance with legal obligations. For more details about our Impact Assessment, please write to our Grievance Officer

12.2. Data Retention

- **12.2.1. General:** We retain your Personal Data with the legitimate interest of optimizing your use of the Platform and personalising your experience thereon. Your personal information will be retained for as long as is necessary to fulfil the purpose for which it is intended as set out in this Privacy Policy, except in the case where a longer retention period is required by law. In general, this means that we will keep your information for as long as you keep your account on the Platform. For personal data related to product purchases, we retain this longer to comply with legal obligations including but not limited to tax and sales laws and for warranty purposes.
- **12.2.2. Erasure of Data:** You can request us to remove your Personal Data from our Platform in the manner provided in **Clause 12.11** of this Privacy Policy.

12.3. Access to Information

- **12.3.1. General:** When you access your account, there is a variety of information that you will see. This is designed to allow you to update any information and view the information that you entered previously. This information is sensitive, and it is necessary to both protect this information and keep it current in order for you to have the best experience on the Platform.
- **12.3.2. User Consent:** You always have the right to refrain from providing any Personal Data. This may have an impact on use of the Platform or taking advantage of certain unique features of the Platform. When using the Platform, we also provide in-time notice or obtain consent from Users for certain practices. For example, we will obtain consent to use your location or send push notifications. We may obtain this consent through the Platform or using the standard permissions available on your device. In many cases, your web browser or mobile device will provide additional tools to allow you to control when your device collects or shares particular categories of personal data. For example, your mobile device or web browser may offer tools to allow you to manage cookie usage or location sharing. We encourage you to familiarize yourself with and use the tools available on your devices.
- **12.3.3. User Choices:** You can certainly have control over the information we collect and how it is used. Although not absolute, you have various rights in relation to the Personal Data that you provide to us.

12.4. Right to manage, review, and update your information.

- **12.4.1.** You have the right to request to receive a copy of the Personal Data including a digital copy, we hold about you and to check that we are lawfully processing it by sending us.
- **12.4.2.** You have the right to request for correction of the Personal Data that we hold about you. You can manage, review, correct, or update certain information on pages on the Settings Tab of the Platform. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of any new data you provide to us.

- **12.4.3.** You can decide what types of activity you would like saved in your account and manage your preferences about the advertisements shown to you on the Platform and application that partner with the Platform to show advertisements on the Settings Tab of the Platform.
- **12.4.4.** You can modify your interests, choose whether your Personal Data is used to make ads more relevant to you, and turn on or off certain advertising services on the Settings Tab of the Platform.
- **12.4.5.** We also allow you to manage information associated with your Profile. You can manage your contact information, such as your name, email, and phone number on the Settings Tab of the Platform.
- **12.4.6.** You can also manage information associated with the browser or device. You are free to manage your preferences about the ads shown to you on MBL and on sites and third-party links.

12.5. Right to object

- **12.5.1.** You have every right to object to the processing of your Personal Data where we are relying on a legitimate interest (or those of a third party) and there is something about your situation which particularly makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms.
- **12.5.2.** You also have the right to object where we are processing your Personal Data for direct marketing purposes.
- **12.5.3.** You can request us to restrict the processing of your Personal Data when you feel that such processing of information impacts on your fundamental rights and freedoms.
- **12.5.4.** However, in some cases, we may demonstrate that we have compelling legitimate grounds like, to comply with legal obligations or to meet national or security measures to process your information which shall override your rights and freedoms.
- **12.5.5.** If you have any objections to the collection and processing of your Personal Data, please write to us at. On the receipt of your email, we shall ensure that we stop the collection, processing and using your personal data as requested by you within reasonable days from the receipt of your email. We shall also ensure that all other entities processing, collecting and using your personal data on behalf of us stop with the same.

12.6. Right to access and data portability

- **12.6.1.** You have every right to receive your Personal Data that we have collected and processed in a structured, commonly used, and machine-readable format.
- **12.6.2.** You have the right to request for a summary of the information, which is being collected and processed by us, the processing activities undertaken by us with respect to the same.
- **12.6.3.** Also, you can certainly request us to transfer your Personal Data to third parties as well where it is technically feasible.
- **12.6.4.** You have the right to request to share the identities of all entities with whom your information has been shared along with the categories of the information so shared, including any other information as may be prescribed by law.
- **12.6.5.** You make the requests for access and transfer of your information as well as the details of the entities with whom your data has been shared by us

12.7. Right to manage cookies.

- **12.7.1.** You can accept or decline cookies.
- **12.7.2.** On most web browsers, you will find a 'Help' section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie and how to turn cookies off.
- **12.7.3.** Please note that if you disable cookies, certain features of our Services will not be available on our Platform. Cookies may be disabled by following the directions in **Clause 5.8.** above.
- **12.7.4.** For the Chrome web browser, please visit this page from Google.
- **12.7.5.** For any other web browser, please visit your web browser's official webpages.

12.8. No Right to change your preferences for Social Media Integration

12.8.1. You cannot revoke permission for our Services to receive information from your social networking profile in your social networking service user settings. Please note that MBL reserves the right to refuse any request to exercise such rights to the extent permitted by applicable law.

12.9. Withdrawal of Consent

- **12.9.1.** You can withdraw consent for the collection and processing of your Personal Data.
- 12.9.2. You may withdraw your consent at any time by notifying us .
- **12.9.3.** Upon withdrawal of your consent through such notification, absent any legal requirements and authorization in this regard, we shall stop collecting, processing, and storing your Personal Data within reasonable days from the date of receipt such notification. We shall further ensure that all entities that collect and process your Personal Data on our behalf stop the collection and processing of your Personal Data.

12.10. Erasure of Data

- **12.10.1.**You can request for erasure of Personal Data, the collection and processing of which you have previously given the consent for, at any time by notifying us.
- **12.10.2.**Upon the receipt of such notification, absent any legal requirements and authorization in this regard, we shall process the erasure of your Personal Data reasonable days from the date of receipt of such notification. We shall further ensure that all entities with whom your Personal Data has been shared by us also erase the data as requested by you.
- **12.10.3.**We may keep a copy of the prior version of your information for our records.
- **12.10.4.**We shall also erase your Personal Data as soon as it is reasonable to assume that the specified purpose as mentioned in this Privacy Policy is no longer being served which shall be presumed if you do not approach us for the performance of our obligations hereunder and exercise any of your rights in relation to such processing and we shall also ensure that all data processors processing data on our behalf shall erase such data, unless the retention of such data is necessary for compliance with any law.

12.11. Breach of Data

- **12.11.1.General:** We welcome your comments regarding this Privacy Policy and are committed to delivering the Services and continuously improving the Platform.
- **12.11.2.Data Breach:** Stringent and comprehensive security measures are implemented to avoid and prevent unauthorised usage or access to the Personal Data given by you. However, in cases of data breach, including without limitation unauthorized data processing, disclosure, alteration, loss, or actions compromising data confidentiality, integrity, or availability, we shall inform the affected User by sending an email to the registered email address of such affected User, take corrective actions to mitigate the impact of such breach and report such to the concerned authorities.
- **12.11.3.Corrective Action:** If you believe that we have not adhered to this Privacy Policy, please contact us immediately so that we can take corrective actions and provide clarifications to your satisfaction..

Grievance Officer: In case of any grievances in relation to the collection, processing, and storage of your Personal Data, you may reach out to us by sending an email to our Grievance Officer who shall be responsible for responding to your request to exercise your rights and assessment of the nature of such reported incident.

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

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