

challenge to its listeners at Coimbatore location to prove that other FM radio stations at Coimbatore Broadcast maximum songs, every single day. In case if any listener/s proves to the satisfaction of Radio city that other FM radio stations at Coimbatore Broadcast maximum songs, every single day then the first listener to prove the same shall be awarded a cash prize of Rs 50,000/- (Rupees Fifty Thousand only).

The listener/Participant has to stay tuned to beats of Radio City to participate in this challenge.

The listener/Participant takes into account songs played between 5am – 12 mid-night only.

The Listener/Participant can compare the duration of songs with other FM radio stations, wherein every song should be minimum 2 minutes in duration to be counted in. In case of duration of songs placed on-air by other FM radio station is less than the duration of song placed by Radio city, the Contest shall become infructuous.

The Listener/Participant can claim for the contest only if Listener/ Participant submits to Radio city office proof/evidence within 48 hours of the day in question.

PART B – ENTRY AND PARTICIPATION IN THE CONTEST

“**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.

“**The Contestant**” shall mean any person having permanent or current residence at Coimbatore 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.

Prize a) Subject to participant(s) adhering to the terms and participating in the manner provided herewith, final one winner in this Contest shall be entitled to an assured cash prize of Rs 50,000/- (Rupees Fifty Thousand only) ..

b) The Winner who won cash prize 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 letter to the contestant upon obtaining sufficient proof of deduction of requisite tax, if required at source as per law from the winner/s.

“**Radio City 91.1FM**” shall mean the FM Radio station operated by the Company on 91.1 FM frequency covering city limits of Coimbatore.

“**Rules and Regulations**” shall mean those contained herein and amended and/or altered from time to time.

“**Call In Options**” shall mean participants can __call Radio City Coimbatore from__ 14-09-2015 _____ Monday to Saturday, while the Contest is being held.

a). The Participant shall inform with valid proof that Radio city broadcast less songs than competition and shall attempt to contact the Radio city over the telephone number or may personally visit the Coimbatore office at ____Trichy Road, Coimbatore_____.

b). The Company may in its sole discretion be able to change the date and venue of the contest and the company will not be responsible in case the contest is postponed or cancelled due to any reason.

c). The Company is not responsible for any delay or failure on part of listener to intent to prove to Radio city about the challenge after 48 hours of duration. In such case, the Listener will be disqualified and no prize shall be given to him or her, as the case maybe.

d). The decision of the jury with regard to the Winner, shall be final and binding on all listeners.

e). The Listener, within 3 days from the date he/she was declared winner 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 Coimbatore 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. Coimbatore Office at 1619, 9th Floor Cherran Plaza, Opp. Kannan Departmental Stores, Trichy Road, Coimbatore – 641 018.

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.

Any information gathered through this Terms and Conditions shall be subject to MBL 's Privacy Policy ("Privacy Policy") which is available at www.planetradiocity.com and incorporated herein by reference. By participating it is deemed that the Participant(s) have read, understood, accepted and agree to unconditionally abide with all the Terms and Conditions of the Contest.

PART C – GENERAL RULES

Part I

Principle Rules

1. To participate in Maximum Paadalgal Challenge the Listener/Participant(s) shall follow the procedure as detailed below:
 - a. The Listener/ Participant(s) must be citizens of India and of eighteen (18) years of age or above as on date of the Contest Period. The Listener/ 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 Listener/ 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. It is the sole responsibility of the Listener/ 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.
- d. The participation in the Contest is solely at the Listener/ Participant's own risk and Company and shall not be responsible for any direct or indirect losses resulting from participation in the contest unless otherwise mentioned explicitly in this document.
- e. All expenses incurred by the Listener/ participant for participating in the Contest shall be borne by the participant alone. Company will not entertain any requests for reimbursement of such expenses.
- f. The prize winner shall execute all such documentation as deemed necessary by Company and allow Company to use, display, copy, modify, distribute, publish, sell, assign, exchange, license, sub-license, in all and all locations, in any medium, form or format, in any number, the picture, image or likeness and the reproductions of the winner, and any biographical information furnished by the winner with Radio City's prior approval

2. 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), 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) The decision of MBL in this regard shall be final and binding upon the Participant(s)/Winner(s).

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 Listener/ 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 Period will not be considered for the Contest and shall be deemed null and void.
4. Listener/ Participant(s) shall at all times ensure that they comply and adheres to the applicable laws in force in the territory of India.
5. Listener/ Participant(s) must enter the Contest on his/her own behalf, proxies will not be accepted. In the event that it is found that a Listener/ Participant(s) has submitted Entries from more than one, MBL reserves the right to disqualify such Listener/ Participant(s) from the Contest.
6. The Listener/ Participant(s) agrees and confirms that the Listener/ Participant(s) shall at no time challenge such decision of MBL and/or raise any claims or disputes in relation to the same. The Listener/ Participant(s) waives all his/her right to agitate any action against MBL or any of its employees.
7. MBL shall not be responsible in the event participation 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 Participation due to a technical error and/or defect in the functioning of the website server, and to the extent permissible in law, the Listner/ 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 Listeners/Participant(s)/

are unable to participate in the Contest or any technical disruption and/or failure/ and/ or any other difficulties of such nature, which is beyond the control of MBL.

9. MBL reserve the right to disqualify any Listener/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 agrees and confirms that the Prize so awarded by MBL shall be the sole gratification/ prize pursuant to the Winner participating and winning the Contest, and that the Winner shall not be entitled to any further gratification at any time.

11. The Prize is non-transferrable and non-exchangeable. For the purpose of clarity, no alternative prize will be given to the Winners and the Winners cannot exchange the Prize for a gift of similar value.

12. MBL shall not be responsible or liable for any change in the Prize.

13. The Winner agrees 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.

16. The Winner 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 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 Listener/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 transfer the Prize to other 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 Listener/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, if any by the Participant(s), arising out of or in relation to the Listener/Participant(s) and/or the Winner(s) participating 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 Listener/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 demeanour and choice of language to create an atmosphere which would be conducive to 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 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 Company reserves its right to cancel and/or amend and/or alter these rules and regulations or terminate the Contest at any time, without assigning any reason. Notice of such cancellation/amendment/alteration/termination will be communicated and shall be applicable to all concern from the date of its communication.

9. All the Participant/Listener abide by the rules and regulations contained herein or amended and/or altered from time to time.

10. If the operation of the Contest is prevented by an event of force majeure, act of God etc, the Company may cancel all or any part of the Contest and shall not be liable to anyone for the same.

11. The Company reserves its right to disqualify the Participant/Listener at any point in time, if the Participant/Listener 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.

12. The Winner of the contest is 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.

13. 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.

14. 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.

15. 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.

16. While participating in this Contest, the Contestants agree and acknowledge having read and understood all the rules and regulations of this Contest.

17. The Participants, Listener/ 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.

18. 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.

19. 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.

20. The Participants, Listener/ 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 Participants, Listener/ Winner(s) of the Contest and they hereby indemnify and hold harmless the Company and Radio City in relation thereto.

21. 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 MAXIMUM MUSIC CHALLENGE MBL (“MBL” and/or “We/Us”) collects from the users (“Participant(s)” and/or “You/Your”) participating in the “MAXIMUM MUSIC CHALLENGE” (‘Contest’). The Privacy Policy is hosted on www.planetradiocity.com (PRC) and should be read in conjunction with the Terms and Conditions (“Terms”) of the Activity as listed on _____ 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, 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

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.

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 _____, the Listener/participant and/or Winner herein unconditionally agree and accept all terms and conditions of the contest " MAXIMUM PAADALGAL "