

TERMS AND CONDITIONS OF NANO DRIVE WITH MTV: 2014 (“CONTEST”)

1. This Contest is organized by **Viacom 18 Media Pvt. Ltd.** (hereinafter referred to as "**Organizer(s)**").

2. ELIGIBILITY

The Contest is open to all mobile/ landline subscribers who are (all conditions must be complied with):

- (i) residents and citizens of India;
- (ii) above age of 18 years;
- (iii) followers of facebook page or twitter account of MTV India;
- (iv) have a valid four wheeler driving license provided by relevant Indian authorities and is valid atleast until 1st September 2014.

3. FIRST STAGE OF CONTEST (PRELIMINARY SELECTION):

To participate in the Contest, a person (“**Participant**”) needs to log on to <http://mtvindia.com/drive-> (“**Site**”) and submit the below information as entries (“**Preliminary Entries**”) latest by 19th May, 2014 at 23:59 (“**End Date of First Stage**”).

- a. A video (not shorter than 1 minute) including the participants speaking about their favourite Road Trip ;
OR
- b. Minimum 1 and maximum of 9 photos from various Road Trips that they have journeyed ; OR
- c. A hyperlink to their blog entry about their favourite Road Trip or a word document with the same

Each member from a Participant can register himself/ herself only once and subsequent entries from the same member shall not be considered by the Organiser.

After the End Date of First Stage, out of all the total Preliminary Entries received, 24 Participants shall be shortlisted by a jury appointed by the Organisers. These 24 Preliminary Entries shall then be eligible to participate in the Second Stage of the Contest.

4. SECOND STAGE OF CONTEST (SOCIAL MEDIA VOTING):

In the second stage of the Contest, the 24 shortlisted Participant’s Preliminary Entries shall be made available for voting on the Site through login by Facebook accounts (Facebook Connect) and twitter handles (Twitter Connect) for a period of 26th May, 2014 at 23:59 (“**End Date of the Second Stage**”).

After the End Date of Second Stage, the Organisers shall announce 16 shortlisted Participants, on the basis of maximum number of votes received as the Participants (“**Shortlisted Participants**”) of the main contest out of which:

- a. The jury will decide to divide all Shortlisted Participants in to 4 participants per team (“**Contesting Team**”). Such division shall be as the Organiser mat deem fit.

Such selection as Contesting Teams is subject to the Participants signing the contest agreements required by the Organisers or their service providers.

5. THIRD STAGE OF CONTEST (ROAD TRIP):

Each Contesting Teams shall then be sent for a twenty one (21) days Road Trip from one of the following routes decided by the Organisers and subject to change:

- Gangtok
- Pondicherry
- Goa
- Jaipur

and shall be required to undertake the Road Trip in a four wheeler provided by the Organisers or its service providers (“**Cars**”) provided for the duration of the Road Trip. These Road Trips will include such segments, checkpoints, locations etc. which may be varied by the Organisers. Contesting Teams would also be required to perform tasks assigned to them during the Road Trip. Road Trip shall be of approximately 21 days starting

from 03rd June, 2014 (“**Contest Period**”). Each Contesting Team will be provided a fixed amount of budget out of which they would be required to manage all aspects of the Road Trip including their own food, fuel and necessities.

Contesting Teams shall ride carefully and observe all road rules and laws and shall ensure that there is no loss/damage to the Cars. Organisers will not be responsible for any loss of life or injury to either or any member of the Contestant Teams.

During the Road Trip the members of the Contesting Teams shall upload videos, photos and other posts (“**Posts**”) on facebook.com, twitter.com, videos on youtube.com and the Site and the likings & comments on facebook.com, mentions on twitter.com, number of views on youtube, badge on the Site received for all the Posts by that Team shall be counted towards points in terms of the below points scale:

- 1 like on Facebook = 1 point
- 10 Facebook comments = 1 point
- 1 #mention on Twitter = 1 point eg #nanowest, #nanoeast
- 1 YouTube view = 2 points
- 1 Badge = 500 points

(The point structure may be revised as per the Organizer’s sole discretion. The Participants or any third party shall have no right to question the process of awarding points.)

Contesting Team with the highest points at the end of the Road Trip Period shall be declared as the winning team (“**Winning Team**”) and each member of the Winning Team shall be entitled to win the Prize from Tata Motors (“Sponsor”). Each Winner shall be entitled to win a Tata Nano Twist (“**Prize**”) which shall be sponsored by the Sponsors.

6. Mere participation in the Contest or being shortlisted to the next level does not entitle the Participants to win the Contest or the Prize.
7. The Organizer shall not be responsible for any loss of Entries or Posts for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the Contest Period or for any reasons beyond the control of the Organizer.
8. Any Contesting Teams or members thereof found manipulating scores using any means considered unfair by the Organizer shall be penalized or disqualified in the sole discretion of the Organizer. No Contesting Team or participants shall associate themselves with any advertisers, brands or be seen as promoting any product or brand and any Contesting Teams or participant indulging in this shall be liable to be disqualified at the option of Viacom18 and Viacom18 shall also reserve its right to seek damages on account of the same. No Contesting Team or participant shall show MTV or Viacom18 or any of the Sponsors in bad light. Entries and Posts shall be original and shall not be in breach of any third party rights. In the event any Entries and Posts are not original or are in breach of any third party rights, the Participant and each member of that Team shall be responsible for indemnifying Viacom18 on account of any losses, damages, expenses, costs, loss of face and goodwill on account of the same. All Posts and Entries shall comply with the laws of the India and shall not be in bad taste, in defamation of someone, obscene or in breach of any rights of a third party.

No software’s, applications, gadgets etc. shall be used to mark any likings, comments on Facebook, mentions on Twitter, views on YouTube etc. and shall be genuine public response to the Posts.

All incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant.

9. The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of usage charged by the service provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the service provider without involving Organizers.
10. In the event there is a tie between two Participants as final winner, then the same shall be resolved through a random draw. The selection process may vary and shall be as per the Organizer’s sole discretion. The Participants or any third party shall have no right to question the process of selection.
11. The Organizer shall not be responsible for the quality or deficiency of the Prize and no claim or request, whatsoever, in this respect shall be entertained by the Organizer.

12. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time to time, arising out of free Prize/s, shall be payable by the Winner/s of the respective prize/s. In case the Winner fails to comply with the applicable law/s, the Organizers will be entitled to select another winner at their own discretion.
13. The Prize(s) shall not be transferable. No request shall be entertained by the Organizers in this behalf.
14. The Organizers shall not be responsible for the quality or deficiency etc. of the Prize/s and no claim or request, whatsoever, in this respect shall be entertained by the Organizers.
15. Employees of the Organizers and/or their associate and affiliate companies/ concerns and/ or Sponsors will not be qualified for entering the Contest or winning any Prize/s in the Contest.
16. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Contest and / or the Prize for the Contest and/ or the duration/ timing of the Contest, at any time at their own discretion and without any prior notice and without assigning any reason.
17. The decision of the Organizers in connection with the Contest will be final & binding and is non-contestable.
18. The winners shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Contest and grant of the Prize/s from any party whatsoever.
19. Apart from the entitlement to the Prize, the Winner or his/her legal heirs will have no other rights or claims against the Organizers.
20. The Participant acknowledge that he/she will not hold the Organizers and/ or any of its affiliates or agencies engaged by them with regard to this Contest liable for any loss or opportunity, monetary loss due to their participation in the Contest.
21. The Organizer is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Contest is provided "As is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the Viewer and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
22. Under no circumstance, unless due to wilful misconduct, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
23. All participants and Participants grant the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the prize distribution in connection with the Contest, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants further knowledge or consent.
24. In case of any dispute or difference in respect of this Contest, the decision of the Organizers shall be final and binding on all concerned.
25. The Contest shall be subject to jurisdiction of competent court/s at Mumbai alone.
26. Participation in this Contest implies acceptance of all the terms and conditions of the Contest. Acceptance of the Prize/s by the Winning Teams constitutes permission for Organizers, and its affiliates to shoot videos, click photographs of the members thereof and use their name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
27. It is the participants' responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof) are always updated and accurate in order to be able to receive the gratification/ notification in time.

28. It is the participants' responsibility to ensure that their personal information is always updated and accurate in order to be able to receive the gratification/notification in time.
29. The Organizer may at any time, at its discretion, change these Terms & Conditions, the contest site, the rules and/or the Prize mentioned herein, without prior notice, and the Participants acknowledge that such change shall be binding upon them.
30. The Participants and the Winners acknowledge that they will not hold the Organizer and/or any of its affiliates or agencies engaged by it with regard to this Contest liable for any loss of opportunity and/or monetary loss due to their participation in the Contest.
31. By participating in the Contest and accepting the Prize, the Winners waives all copyrights and any related rights and consents to the Organizer's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray him/her as the Contest Winners and/or publish any content submitted by him/her. The Winners further grants irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same, in any and all applications including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and electronic media, at any time without the Winner's further knowledge or consent and without any compensation whatsoever.
32. The Organizer reserves the right to terminate, modify or extend this Contest, and its Terms and Conditions, at any time at its absolute discretion, without assigning any reason whatsoever. In case of any dispute or difference in respect of this Contest, decisions of the Organizer shall be final, binding and irrevocable.
33. The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is distinct and at all times severable from the rest of the Terms & Conditions.
34. No waiver of any rights by the Organizer will be taken as a waiver of any other rights it may have. For instance, if the Organizer waives its right to object to a particular breach of these terms and conditions by a Participant, it does not prevent the Organizer from objecting to any other breaches by that Participant or any other Participant.
35. The Contest shall be subject to the exclusive jurisdiction of competent Courts at Mumbai and the law applicable shall be Indian Law.

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