

## **DRAFT**

### **TERMS AND CONDITIONS FOR ‘ Fitness First CONTEST’ (CONTEST)**

#### **OFFICIAL CONTEST RULES**

CONTEST: KBC -Fitness first contest (the “Contest”) is organized and conducted by Fitness First ( Dubai) (“Organizer”) in co-ordination with MSM Satellite (Singapore) Pte. Ltd (“MSMS”) during the telecast of the Show Kaun Banega Crorepati (the “Show”) on the Sony Entertainment television channel owned by MSMS and/or its affiliates (the “Channel”).

1. In order to participate in the Contest, each Participant (the “Participants”) must send an entry through wireless messaging service [i.e., short messaging service (SMS)] to an allotted 4 digit code 6127 (“Special Code Number”) by indicating the option chosen by the Participant. SMS rates shall be up to 3/- dharams per SMS or as applicable.
2. The Contest question shall be provided with four (4) options numbered from (a) to (d) and the Participant is required to select any one of the options as the Participant’s choice and submit such option. Only one of the possible Four(4) options is the correct answer. Only correct entries received during the telecast of the Show shall be eligible for the Contest.
3. **CONTEST PERIOD:** The Contest begins on 29<sup>th</sup> August 2011 till 16<sup>th</sup> November 2011 , Total there will be 3 questions to be asked , the tenure for the same are as follows :- Start and end of the first Question is 29<sup>th</sup> August 2011 till 29<sup>th</sup> September 2011 , the second Question Starts from from 3<sup>rd</sup> October 2011 till 3<sup>rd</sup> November 2011 and the Third Question starts from 7<sup>th</sup> November 2011 till 16<sup>th</sup> November 2011. Contest question shall be asked multiple times during the Day. Entries in respect of the Contest question shall be submitted from the time the Contest question is first till the end of the KBC Show . Entries received after the end of the show shall not be entertained and shall be considered ineligible for the Contest.
4. The prize winners (the “Prize Winners”) shall be selected amongst the list of correct entries by using randomizer.
5. There shall be a total of (15) Prize Winners. Each Prize Winner shall be eligible for a “ Fitness first -One year free membership ” (the “Prize”).

#### **ELIGIBILITY AND CONDITIONS:**

1. Participants must be citizens of UAE residing in UAE. Residents of other countries and non-citizens of UAE are not eligible to participate.
2. Employees, agents and promoters (including their immediate family members) of the Organizer, MSM Satellite (Singapore) Pte. Ltd (“MSMS”) and of its

divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.

3. A reasonable level of skill is required. Participants may send as many entries as they desire but only entries received before the close of the Contest shall be considered valid.
4. By participating in the Contest, each Participant agrees to follow these Official Contest Rules and to be bound by any decisions made by MSMS, including any interpretations of these Official Contest Rules.
5. Organizer, MSMS and its divisions, affiliates and subsidiaries, and their respective agents and representatives, are not responsible for any loss of entries for any reason whatsoever including, due to any problems caused by telephone lines, telephone systems, cellular telephone service providers, for entries received after the deadline as a consequence of telephone or computer service delays, interruptions, failures or overloads, or for lost, misdirected or misplaced entries. Entries are void if unreadable, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Official Contest Rules.
6. The cellular number will be used to identify the Participant as a unique identification number. Each Participant shall be entitled to submit multiple entries.
7. The Organizer/MSMS reserves its right to select and declare or not to declare the Prize Winner. Decision of Organizer/MSMS in all matters pertaining to the Contest is final and no correspondence in this regard will be entertained.
8. The Prizewinners will be notified on MSMS's website. The Prizewinners must confirm acceptance of the Prize immediately with MSMS. If MSMS does not receive an answer from the selected Prizewinners within One (1) hour after initial contact is made by MSMS, the original selected Prizewinner will be disqualified and the next eligible alternate shall be selected as the Prizewinner until the Prizewinner has been certified. If the Prizewinner is disqualified for this or any other reason, such as being found ineligible or failing to comply with these Official Contest Rules, then the next eligible alternate will receive the Prize instead, according to the aforementioned procedures. The names of the winners will be announced on <http://www.setasia.tv>, as well, immediately thereafter. MSMS and its agents, affiliates and representatives will use their best efforts to contact the Prizewinners, but will not be responsible or liable in any way whatsoever if the Prizewinners cannot be reached by telephone within the one hour. The Prizewinner does not become official until all entries are validated. The Prizewinner will need to come to the office of MSMS, situated at UAE. The Prizewinner must present valid identification with proof of (i) age, (ii) ownership of the phone number used to dial the Special Code Numbers of the contest and (iii) his/ her residential address to MSMS or its designated representative in order to claim the Prize. While accepting the Prize, the Prizewinner is required to sign an Indemnity and Release of Claims form

provided by MSMS, which shall release MSMS of all liability. Failure to complete and sign any documents requested by MSMS may result in disqualification and selection of an alternate winner. All decisions of MSMS are final and irrevocable.

9. Mere participation in the Contest and sending the right answer do not entitle the Participant to win a Prize.
10. The Prize Winner does not become official until all entries are validated by the Organizer/MSMS.
11. The Prize will be awarded to the Prize Winners pursuant to verification and in accordance with these Official Contest Rules. In case of Prize Winner below the age of 18 years, the Prize may be awarded to the Prize Winner's parent or guardian only after verification by the Organizer/MSMS.
12. All taxes, levies and duties due and owing under applicable and statutory laws in connection with all prizes, and all other costs, including insurance, incidental costs, gifts, gratuities and taxes, are the sole responsibility of the Prize Winners.
13. The Prize shall contain standard warranties as provided by the manufacturer. MSMS does not provide any additional implied or express warranties or guarantees in respect of the Prize provided by the Organizer. Any malfunction or product defect of the Prize shall be taken up directly by the Prize Winner with the Organizer.
14. The prize cannot be transferred, negotiated, refunded or exchanged, and by no means will cash be given. Only the Prize Winners, and not any other person or agent, may claim the prize.
15. MSMS/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. MSMS makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
16. By entering the Contest and accepting the Prize, the Prize Winner waives all copyrights, rights of publicity and any related rights and consents to MSMS and or Organiser's right to picture, tape or portray him/her as a Contest winner, and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Prize Winner also consents to the Organiser and MSMS's right to use his/her name, voice or picture, or the content of his/her Contest entry.

17. Participants release the Organiser of the Contest, MSMS and their respective divisions, affiliates, subsidiaries, branches, directors, officers, employees and agents, as well as all others associated with the development and execution of this Contest and the show, from and against any and all liability with respect to or in any way arising from this Contest and the awarding and use, misuse or possession of the Prize, including liability for personal injury, except where prohibited or limited by law.
18. MSMS reserves the right to change the conditions of this contest and to alter or terminate the Contest at any time without prior notice.
19. The Contest is void where prohibited by law. All relevant national and local laws apply. All disputes to be settled within the jurisdiction of the Courts in Mumbai city only.
20. Please forward any questions or comments regarding the Contest to the following address:

Address of the Organiser

C.C to  
Multi Screen Media Private Limited  
Interface, Building No. 7,  
3<sup>rd</sup> Floor, Off Malad Link Road,  
Malad (West),  
Mumbai – 400 064

21. For a copy of these Official Contest Rules, or in case these Official Contest Rules are not clear, the Participant may contact the aforesaid address specifying a request. However no queries will be entertained on the result of the Contest.
22. Under no circumstance, shall the Organizer/MSMS and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participants and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. 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 MSMS and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
23. Organizer/MSMS reserves the right to change the conditions of this contest and to alter or terminate the Contest at any time without prior notice.

24. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.
25. Your participation in the Contest by sending entries through SMS will be construed as an acceptance of the above stated terms and conditions and you agree to be bound by any decisions ,made by the Organizer/MSMS, including any interpretation of these Official Contest Rules

**PRIZE & PRIZE DRAWING:**

26. A designated representative of the Organiser or official appointed by the Organiser will select the winners on random basis, from the SMS received and from the list provided by MSMS.
27. This Contest is organized and conducted by the Organiser with assistance from MSMS and the Organiser shall be responsible for selection of final Prize Winners on the basis of the list provided by MSMS and also for disbursing the prizes to final Prize Winners. The decisions of the Organiser and its representatives shall be final and binding on all aspects of the Contest.
28. MSMS has no role to play in organising this Contest and shall neither be responsible for disbursing prizes to the final Prize Winners nor liable to compensate the Prize Winner/Participants towards any loss, damage or harm caused due to occurrence of any untoward incident of whatsoever nature in connection with the Contest.