

## RULES AND REGULATIONS

The following are the rules for the blogging contest hosted by *Nettalk* on its website popularly known as BlogAdda ("**BlogAdda**") on behalf of Star Sports India Private Limited (the "**Company**") for the purpose of promotion of the Indian Premier League 2014 season coverage ("**Program**") on the [www.starsports.com](http://www.starsports.com) website and conducted through the URL <http://starsports.blogadda.com/> ("**BlogAdda Page**") on BlogAdda's website <http://www.blogadda.com/> ("**BlogAdda Website**") This contest shall be subject to the terms and conditions, comprising of the Principal Rules and the General Rules (the "**Terms and Conditions**") as stated hereunder:

### **(I) PRINCIPAL RULES**

1. BlogAdda shall announce the contest on BlogAdda Website. The contest will commence on 16<sup>th</sup> April 2014, at 20:30 hours Indian Standard Time (IST) and will close on 16<sup>th</sup> May, 2014 at 23:59 hours IST ("**Contest Period**")
2. The theme of the Contest is Pepsi IPL 2014 on starsports.com which will run on the BlogAdda Page during the Contest Period. To participate in the contest, the entrant wishing to participate in the contest ("**Participant(s)**") shall be a registered BlogAdda member with an approved blog and must be residing in India during the Contest Period.
3. Each Participant shall go to the BlogAdda Website and follow the link to the BlogAdda Page.
4. The post must be written relevant to the given theme and it must include the mandatory backlink. It is also a mandate for the Participants to write about one feature that they love about new starsports.com that has changed the way they follow the game.
5. Every entry must be submitted in the specific form link given in the blogpost on the BlogAdda Page for the contest. Entries which are not submitted in the form shall not be considered as a part of the contest and shall not be a valid entry.
6. The eligibility criteria to participate in the contest is as follows:
  - (a) A minimum of 5 (five) blog posts is required to participate in the contest. Participation is open strictly for members only.
  - (b) Participants must have a blog which has at least 15 (fifteen) posts or a blog which is at least 3 (three) months old with a minimum of 5 (five) posts from the contest start date along with a valid entry.
7. Each Participant can write more than one blog for the contest.
8. All entries must be received during the Contest Period. Entries received after the Contest Period will not be considered for the contest and shall be deemed null and void without requirement of any further intimation by SSIPL and/or by BlogAdda.
9. SSIPL and/or its group companies and/or BlogAdda shall not be responsible in the event Entries are not received or the Participant(s) is unable to participate or post his/her blog in the contest due to any

network problem, breakdown in machinery or any other technical error of any nature whatsoever. For purposes of the Terms and Conditions, "receipt" of an entry occurs when the website server records the entry information upon the entrant clicking "Submit/Post" button. Any automated receipt confirmation does not constitute proof of actual receipt. For the avoidance of doubt, by submitting the entry the Participant(s) is representing that the entry or contents thereof are not confidential or comprise any sensitive personal information.

10. The Participant(s) shall ensure that the entry being submitted by them is decent and is not immoral, defamatory, abusive, offensive, insensitive, libelous or blasphemous to any person, religious sect or section of the society, etc. The Participant(s) further represents and warrants that the entry being submitted by him/her shall be original and shall not infringe upon and/or contain any material which will infringe upon any third party rights including rights in intellectual property.
11. SSIPL reserves the right to change the entry system/mechanism and/or cease accepting entries for the contest during the Contest Period for any reason or take any other steps in relation to the contest as it may deem fit in its sole and absolute discretion.
12. SSIPL reserves the right to disqualify any Participant(s) from participating in the contest without assigning any reason. SSIPL reserves the absolute right and discretion to reject any entry or any part thereof at any stage of the contest, including after declaring the winning Entry, if SSIPL:
  - a. receives any notice or complaint relating to the entry 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; or
  - b. determines at its sole discretion that the entry *inter alia*: (i) belongs to another person and in which the Participant does not have any rights; (ii) is blasphemous, indecent, immoral, abusive, offensive, against the applicable laws or libelous and/or is contrary to any law in force; (iii) 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; (iv) harms minors in any way; (v) infringes any patent, trademark, copyright or other proprietary rights; (vi) violates any law for the time being in force; (vii) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (viii) impersonates another person; (ix) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or (x) 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.The decision of SSIPL in this regard shall be final and binding upon the Participant(s).
13. SSIPL reserves the right to select and declare the Winners of the contest and such decision shall be final and binding on the Participant(s) and the Winner(s).
14. After the end of the contest, SSIPL shall shortlist Participants from all the valid entries received ("**Shortlisted Participants**") and shall announce the Winners of the the contest. The Winners of the contest will be announced by BlogAdda on the BlogAdda Website. The contest will have **1 (one) First Prize**

**Winner** for the entire contest (for the Participant who has the best post in compliance with these Terms & Conditions), **4 (four) Second Prize Winners** (for the Participants who have the next best post after the first best posts in compliance with these Terms & Conditions), **5 (five) Third Prize Winners** (for the Participants who have the next best posts after the first five best posts in compliance with these Terms & Conditions), **30 (thirty) Daily Prize Winners** (for the Participants who are declared as the lucky blogger for each day of the Contest Period in compliance with these Terms & Conditions) and **250 (Two Hundred and Fifty) Assured Prize Winners** (for the first 250 valid entries to the contest in compliance with these Terms & Conditions). The First Prize Winner, Second Prize Winner, Third Prize Winner, the Daily Prize Winner and the Assured Prize Winners are collectively referred to as the “**Winners**”. SSIPL reserves the right to select and declare the Winners of the contest and such decision shall be final and binding on the Participant(s) and the Winner(s).

15. The Shortlisted Participants shall be contacted through direct message (private message) on their respective email address or such other contact details that is available with BlogAdda (“**Intimation Message**”). Through the Intimation Message on direct message (private message), the Shortlisted Participant(s) shall be asked to share their contact details, i.e. name, address, phone number and any other details as necessary (“**Personal Information**”) and in accordance with the instructions, as shall be specified in the Intimation Message, to enable BlogAdda to send the Prize to the Winner(s). Each Participant consents to the use of the Personal Information supplied by the Participant for the purposes as set out in these Terms and Conditions. BlogAdda shall make a maximum of two (2) attempts to contact the Shortlisted Participants.
16. The direct message sent to the Shortlisted Participant by BlogAdda shall have instructions to submit scanned copies of their age proof and address proof and any other proofs as SSIPL and/or BlogAdda may, in its sole discretion, consider necessary, within the time period specified in the message. Those Shortlisted Participants who submit the required documents and comply with such other instructions as the email/message may carry within the timeframe specified shall be eligible to win the gratification and be declared the Winners. In the event any Shortlisted Participant fails to adhere to the instructions, then his/her selection shall be invalidated. In such a case, (a) SSIPL and/or its group companies and/or BlogAdda shall not be liable to that Shortlisted Participant(s) in any manner whatsoever and (b) SSIPL may, at its sole discretion, choose additional Shortlisted Participants in accordance with these paragraphs 14, 15 and 16 and the Prize may automatically be transferred to the next Shortlisted Participant(s) who has submitted the necessary documents and has completed all other steps as specified by SSIPL and/or BlogAdda.
17. Neither SSIPL nor any of its group companies and/or BlogAdda shall be responsible or liable for any technical disruption, failure and/or any other difficulties of such nature, due to which the Winner(s) is unreachable via direct message on their or any technical disruption, failure and/or any other difficulties of such nature, due to which BlogAdda is unable to intimate the Winner(s) of the Prize.
18. The Winner for the First Prize, Second Prize, Third Prize and the Assured Prize shall be declared on the BlogAdda Website after 4 (four) weeks from the end of the Contest Period. The Daily Prize Winners will be shortlisted by SSIPL at the end of each day of the Contest Period and the Daily Prize Winner will be announced on the next day through email and social media

19. At end of the entire Contest Period, there will be
- (a) One winner who will receive the First Prize which is a Flipkart gift voucher of Rs. 25, 000 (Rupees Twenty Five Thousand only);
  - (b) Four winners who will receive the Second Prize which is a Flipkart gift voucher of Rs. 10,000 (Rupees Ten Thousand only);
  - (c) Five winners who will receive the Third Prize which is a Flipkart gift voucher of Rs. 5,000 (Rupees Five Thousand only);
  - (d) Thirty winners who will receive the Daily Prize which is a T-shirt;
  - (e) Two Hundred and Fifty winners who will receive the Assured Prizes which is a gift voucher of Rs. 200 (Rupees Two Hundred only).

The Prize shall be sent to the address shared by the Winners in his/her revert to the Intimation Message.

20. The Participant(s)/Winner(s) agrees and consents to the use of the text forming part of the Entry and/or any part thereof on the BlogAdda Website and BlogAdda Page of such Participant or as it may deem fit for the purpose of promotion of the Program and/or SSIPL and/or its group companies and/or any programs on any channels owned or operated by SSIPL or any of its group companies (the “**STAR Network**”). In consideration of the participation in the Contest, Participant(s)/Winner(s) hereby irrevocably, exclusively, perpetually and for the entire world assigns all rights, titles and interests in and to the text or any parts thereof submitted with the entry including any rights of Exploitation thereof, to SSIPL, during or pursuant to the Contest. For the purpose of these Terms and Conditions, “Exploitation/Exploit” shall mean the exploitation of the Entry including the text and/or any part thereof including along with its cognate forms and grammatical variations, and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation adaptation, publication, cutting, editing, and packaging of the Intellectual Property vested in the Entry including the text and/or any part thereof, either in whole or in part, in any form/format or language, as well as (i) the conversion of the Entry including the text and/or any part thereof from one form/format to another and in relation to the Entry including the text and/or any part thereof, making of a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any all languages/dialects in the world, converting the Entry in to a film for theatrical exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. The capitalized terms ‘Broadcast’, ‘Communication to the Public’, ‘Cinematograph Film’, ‘Performance /Perform in Public’, ‘Sound Recording’, ‘Visual Recording’ shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. ). To the extent that the assignment of all rights, title and interest in the Entry including the text and/or any part thereof if any subsisting in favor of the Participant(s)/Winner(s), in relation to future medium or mode of exploitation of the Entry including the text and/or any part thereof is not held valid by operation of law,

notwithstanding the assignment of such rights in favor of the SSIPL, Participant(s)/Winner(s) hereby also grants an irrevocable, exclusive, sub-licensable, perpetual right to the SSIPL for such future medium or mode of exploitation of the Entry including the text and/or any part thereof as may be developed in the future, for the entire world. Notwithstanding the above, the Participant(s)/Winner(s) hereby agrees that the Participant(s)/Winner(s) shall not assign or in any other manner transfer the Entry including the text and/or any part thereof for such means and modes of Exploitation of the Entry including the text and/or any part thereof, which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to SSIPL without offering for assignment such modes or means of Exploitation of the Entry including the text and/or any part thereof for the entire world and perpetuity to SSIPL ('Offer'). The Participant(s)/Winner(s), agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of Exploitation of the Entry including the text and/or any part thereof to any third party in breach of the such obligation herein, anywhere in the world shall be null and void. Further, SSIPL may Exploit the Entry including the text and/or any part thereof at any time it chooses, and it is expressly agreed by the parties that Section 19(4) of the Indian Copyright Act, 1957 does not apply to this Agreement. The Participant(s)/Winner(s) waves off his "Moral Rights" with respect to the Entry including the text and/or any part thereof as required.

21. After dispatch of the Prize, in case any loss/damage etc. is caused to or incurred by the Prize(s) during transit or otherwise, SSIPL and/or BlogAdda will not be liable for any such loss/damage etc. Further, SSIPL and/or any of its group companies and/or BlogAdda shall not be held liable for any technical disruption and/or failure and/or any other defect in or damage to the Prize, if any, whether caused during transit or otherwise.
22. Neither SSIPL nor its group companies nor their employees and/or BlogAdda provide any assurances or guarantees regarding the quality of the Prize. The Winner(s) agree not to hold SSIPL and/or its group companies and/or their respective employees and/or BlogAdda responsible for any delay in receiving the Prize or for any other problem in connection to the Prize. It is clarified that SSIPL and/or any of its group companies and/or BlogAdda shall not be responsible for the brand, quality, value etc. in connection to the Prize and the supplier/ manufacturer shall be solely responsible for the same.
23. The Prize cannot be transferred, negotiated, refunded or exchanged. For the sake of clarity, there shall be no other gratification and no cash equivalent or alternative prize will be given to the Winner(s) and the Winner cannot exchange the Prize for a gift of similar value. Further, the Prize won is personal to the Winners and the Winners cannot transfer the Prize to any other person. It is clarified that it is not necessary that the act of collection of the Prize will be recorded by SSIPL and/or BlogAdda or will be incorporated in the Program or find mention in the Program. If the Winner(s) refuses to accept the Prize awarded, SSIPL and/or its group companies and/or BlogAdda shall be released from all obligations towards the Winner(s) in connection to the Prize or otherwise.
24. Any and all taxes and/or levies applicable under the laws of India shall be borne by the Winners in relation to the Prize.

25. The Winner(s) shall do all acts and execute all documents in such manner and at such location as may be required by SSIPLand/or BlogAdda in its sole and absolute discretion to protect, perfect or enforce any of the rights granted or confirmed to SSIPLand/or BlogAdda herein.
26. Each Participant consents to the use by SSIPL and/or its group companies of text forming part of the Entry and/or any other information (including the Personal Information) submitted by the Participant including the Entry for the purpose as set out in these Terms and Conditions. The Participant agrees and consents to the use of such aforesaid text and/or information and/or any photograph (if applicable) featuring the winning Participant on the any platform as it may deem fit for the purpose of promotion of the Program and/or the STAR Network and/or any channels forming part of the STAR Network.
27. By participating in the Contest, it is construed that the Participant(s) has read and understood these Principle Rules including the General Rules stated below and has agreed to abide by the same.

**(II) GENERAL RULES:**

1. The Participant(s) must be above the age of 16years and must be residing within the territorial limits of India during the Contest Period and at the date of declaration and receipt of the Prize. The Participant (s) should not have any criminal conviction or an arrangement or a contract that prevents the Participant(s) from participating in the Contest.
2. Proof of age, if requested, of the Participant (s), Winner(s), in the Entry must be submitted to SSIPLand/or BlogAdda (i.e., Birth Certificate, 10th Class leaving Certificate/ School certificate/ passport/ an affidavit signed by a magistrate) as may be required by SSIPL and/or BlogAdda to confirm the eligibility of the Participant(s).
3. Participant(s) shall provide such information as may be required by SSIPLand/or BlogAdda from time to time. Any incomplete submission will be considered invalid for the purpose of the contest. SSIPL also reserves the right to disqualify a Participant(s) in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant at any point in time during the Contest Period.
4. In the event of any fault, misunderstanding or dispute concerning any part of the contest the decision of SSIPL shall be final.
5. SSIPL 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 rules and regulations of the Contest on <http://www.blogadda.com/activity-pdfs/stars-sports-tc.pdf>
6. Non-conformance by the Participant(s) to any and all the Terms and Conditions will make such Participant's Entry/ies null and void.
7. The Participant/ Winner acknowledges that in case the performance of this Contest and/or availing the Prize cannot be fulfilled due to war, industrial action, flood or any act of God then such non-performance or failure shall not be deemed as a breach of these Terms and Conditions and if such inability to perform such obligation continues for a period of 5 (five) days, SSIPL shall be at liberty to terminate, at its sole

discretion, the contest forthwith and any obligation to provide such Prize or gratification and such decision shall be final and binding on the Participant/ Winner.

8. SSIPL and/or its group companies and/or BlogAdda are in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental and/or emotional trauma caused to the Participant in any manner whatsoever, in connection to the Contest.
9. The Winner(s)/Participant(s) shall hold harmless and indemnify SSIPL, its affiliates, its group companies, their employees, officers, directors and/or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Winner(s)/Participant(s) in connection with the Prize won and/or participation in the Contest including the Entry made or any material and/or information submitted by the Participant, and also to the extent possible under law, waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
10. The Winner(s)/Participant (s) shall hold harmless and indemnify SSIPL, its affiliates, its group companies, their employees, officers, directors and/or any other person from and against any suit/litigation/injury/damage/harm/loss suffered by SSIPL or such affiliates/ group companies in connection with any act of the Participant(s)/Winner(s) and/or the Contest and/or Entry including any third party rights claims with respect to the material submitted by the Participant(s)/Winner(s).
11. The Participant(s) and/or the Winner(s) shall not in any circumstances make any claims against SSIPL or its group companies, arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults (directly or indirectly), to the Participant(s) and/or the Winner(s) participation or non-participation in the contest or any related activity. If any Participant or Winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions, the corresponding entries will be disqualified.
12. If due to any reason, whatsoever, beyond the control of SSIPL and/or BlogAdda, the Prize and/or anything in connection to the Prize and/or the enjoyment of the Prize becomes ineffective or invalid, SSIPL and/or its group companies shall not be held responsible and/or liable for the same.
13. Employees of and/ or consultants of SSIPL and/or persons hired on contract by SSIPL, Employees of and/ or consultants of BlogAdda and/or persons hired on contract by BlogAdda, the sponsor, and the members of their immediate family, are ineligible to participate in the Contest.
14. The outcome of the contest and/or the decision made by SSIPL regarding the activity shall be final and binding.
15. Each Participant hereby acknowledges and agrees that the relationship between the Participant(s)/Winner(s) and SSIPL and its group companies and/or BlogAdda is not a confidential, fiduciary, or any other special relationship.
16. SSIPL reserves the right to forfeit the Prize in the event it is found by SSIPL or SSIPL has a reason to believe that any information provided by the Participant/Winner(s) is wrong, fraudulent or any misrepresentation

is made by the Participant/Winner. SSIPL shall have the right to declare another Participant(s) as the Winner(s) of the Contest, at its discretion and transfer the Prize to that person.

17. 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, in any manner whatsoever and has understood and accepted these Terms and Conditions and the Privacy Policy incorporated herein by reference and unconditionally accepts and agrees to comply with and abide by the Terms and Conditions.
18. The Participant(s)/Winner(s) of the Contest agrees that if so required by SSIPL, he/she shall make himself/herself available from time to time and co-operate with SSIPL and participate in any activity and/or campaign ("**Promotional Activity**") of any nature and on any platform whatsoever without any money payable to the Participant(s)/Winner(s). Further, the Participant(s)/Winner(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever and shall not do any act either directly or indirectly during such Promotional Activity which may bring SSIPL or any of its group companies into public disrepute or denigrate any of the preceding, or offend any community or public morals. In all public appearances the Participant/Winner shall use her/his judgment in general demeanor and choice of language to create an atmosphere which would be conducive to the services and/or promotion of the Program and/or the STAR Network and/or any channel on the STAR Network. The Participant(s)/Winner(s) agrees that the footage/picture/photograph of the Participant(s)/Winner(s) used during the course of the contest or for the purpose of the contest shall vest with SSIPL, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity and SSIPL may exploit the same in any manner and in any media whatsoever at any time throughout the world whether by itself or through its group companies.
19. All and any incidental costs direct and/or indirect, in relation to the Prize, shall be borne by the Winner(s).
20. SSIPL or its group companies are in no manner whatsoever responsible and/or shall not be held liable for any injury, death, mental trauma caused to the Participant(s) and/or the Winner(s) or for any reason whatsoever in connection to the Contest.
21. These Terms and Conditions shall be construed and governed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Contest and/or the Prize shall be referred to a sole arbitrator appointed by SSIPL and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai, the proceedings shall be conducted in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Party who has raised the dispute.
22. Subject to the provision of condition 20 above, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Mumbai, India.