

## NDTV Snapdragon Insider Contests in partnership with NDTV

### OFFICIAL RULES

The following terms and conditions ("**Official Rules**") shall apply to the **NDTV SNAPDRAGON Insider contests in partnership with NDTV ("Contests")**, organized by New Delhi Television Ltd. ("**Contest Organizer**") and sponsored by Qualcomm CDMA Technologies Asia Pacific PTE Limited ("**Sponsor**").

Participation in the Contests is open to members of the Snapdragon Insiders program, is purely voluntary, and no purchase is necessary, nor any participation fee or other fee is required to be paid for participation. Mere participation should not be perceived as any commitment on the part of Sponsor or Contest Organizer to select an entrant as the winner. By participating in the Contests, each entrant represents and warrants that he or she meets the eligibility requirements stated in these Official Rules and acknowledges that failure to meet all eligibility requirements will disqualify entrant from the Contests. Participation by the entrant constitutes acceptance of the Official Rules. The Contests are subject to all applicable federal/ central, state, and local laws and regulations and shall be void if and where prohibited or restricted by law.

1. **WHO MAY ENTER:** The Contests are open to legal residents of India who have attained the age 18 years or are older and are members of the Snapdragon Insiders program at the time of entry (referred to hereafter as "**you/r**" or "**Entrant/s**"). Employees of the Contest Organizer, Sponsor, and/or their affiliates, and their immediate family members are not eligible to participate.

2. **CONTEST DESCRIPTION:** The Contest Organizer will organize multiple Contests from 30<sup>th</sup> April, 2022 and until 29<sup>th</sup> April, 2023. Each individual Contest will begin from the day an episode of Cell Guru is aired on NDTV 24x7 channel in India for the first time after 30<sup>th</sup> April, 2022 ("**Episode**") and will end in 14 days, during which time Entrants can participate in the prescribed manner (the "**Contest Entry Period**"). The winner of each Contest will be announced in the following Episode and the next Contest will be promoted. The Contest Organizer can curtail or extend the period or contests conducted at its discretion and as it deems necessary.

- 3. **HOW AND WHAT TO ENTER:** (a) Click the contest promotional banners or landing page link on NDTV websites or social channels of NDTV; (b) if you are not already a member of the Snapdragon Insiders program, you can sign-up to be a member of the Snapdragon Insiders program by filling all the required fields in the Snapdragon Insider registration form at [https://assets.qualcomm.com/Snapdragon-Insiders-Registration\\_Insiders-Registration-Page-w-Contest—IN.html](https://assets.qualcomm.com/Snapdragon-Insiders-Registration_Insiders-Registration-Page-w-Contest—IN.html) and qualify for a Contest and fill up the contest form including answering the question - "How has your smartphone helped you improve your life" to qualify for the Contest; (c) Click 'submit' once all the details are entered on the Contest sign-up form; (d) Once properly submitted, the form and information you supplied will be considered as final and referred to as your "**Entry**" for that particular Contest. (e) If the fields marked as required are not filled, your Entry will not be visible to Contest Organizer and, therefore, will not be received by Contest Organizer, resulting in your failure to enter the Contest. Entrants will have to enter and participate separately for each Contest.

f) The Entrant declares that he/she has filled the form with their own data and response, and he/she is the owner of such data. Submissions must be original data and response of the Entrants and Entrants shall be solely and entirely responsible for their entries. Each Entrant must ensure that his/her participation in the Contests is in accordance with all applicable laws. Entrants shall not submit any entry that infringes any third party's rights, including proprietary rights or intellectual property rights, privacy, publicity, or confidentiality obligations or violates applicable laws.

g) Normal Internet access and data usage charges imposed by online and/or cell phone service providers may apply and shall be borne by the Entrants.

h) Only Entries that are submitted within the contest period, will be considered for the Contests. Proof of submission shall not be deemed as proof of delivery. Entries which are incomplete, ineligible, corrupted, misdirected, lost, or delayed due to any technical or transmissions failures or any other reason or are not published/rejected due to being defamatory, illegal, hateful, sexually explicit, harmful, unfit, profane etc., shall not be considered as eligible entries. Neither the Contest Organizer, nor Sponsor, or any of their representatives, affiliates, are responsible for incorrect or inaccurate entries, errors, technical malfunction, lost/delayed data transmissions, interruptions, deletions, defects, failure of any computer or other network, equipment, or any combination thereof, inability to click the banners/landing page link or complete the form or click submit or late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete entries.

#### 4. **SUBMITTAL OF ENTRIES:**

a) Only eligible Entries submitted via filling the Contest sign up forms during the Contest Entry Period will be accepted for each particular Contest. Entry must be submitted by the Entrant and must not infringe upon or violate the rights of any third party. The following content CANNOT be included in your Entry:

- i) content in violation of third-party rights including, but not limited to, copyright, trademark, right of publicity or any other proprietary right;
- ii) content that is libelous, defamatory, disparaging, or tortious;
- iii) content that is sexually-explicit;
- iv) content referring to lotteries or gambling;
- v) content including explicit or offensive language;
- vi) content advocating violence or referring to weapons of any kind including, but not limited to, guns or bombs;
- vii) content advocating illegal activities;
- viii) content advocating tobacco, alcohol, or drugs;
- ix) content advocating dangerous stunts;
- x) content that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any basis protected by central, state, or local law, ordinance, or regulation;
- xi) any content that denigrates, disparages, or reflects negatively on the Sponsor, its services, and products and/or its employees, or on any other person, company, services, or product;
- xii) any content that communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or
- xiii) content that is prohibited under applicable laws or is otherwise contrary to ethical or acceptable norms.

b) If an Entry includes any of the prohibited elements listed above, such Entry will stand disqualified without any notice to the Entrant, along with the Entrant who submitted it. The above list is not intended to be exhaustive; the Contest Organizer may disqualify or remove, in its sole and absolute discretion, any Entry deemed inappropriate or not in compliance with these Official Rules, without any notice to the Entrant. Contest Organizer shall be under no obligation to disclose why an Entry has been disqualified. The Entrants hereby acknowledge that the Contest Organizer's decisions in this regard shall be final.

c) Entries and information shared by Entrants, will not be received or held "in confidence" and a submission does not create a confidential relationship or obligation of secrecy between an Entrant and the Contest Organizer, Sponsor, or any of their affiliates. By participating in the Contests, Entrants grant the Contest Organizer, Sponsor and their affiliates, contractors, agents and assigns, a perpetual, worldwide, fully-paid up, royalty free, irrevocable, non-exclusive right, permission, authority and license to publish, edit, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use, the Entry, or any other material or content (text or visual) submitted or made available by the Entrants, and/or his/her name, information, image, appearance, photographs and other details, including likeness, status and social media handle, in whole or in part, in any media, manner, form or format now or hereinafter created (including the Internet, social media, websites), for any purpose as deemed appropriate by the Contest Organizer, Sponsor, or any of their affiliates, including for the purposes of communications, reports, news, publicity campaigns / materials, marketing or promotional purposes, or in connection with the Entry or

Contests (including for administering and conducting the Contests, award notification and delivery), all without further notice, review, consent from or compensation to Entrant.

d) By submitting an Entry, you agree that Sponsor or the Contest Organizer has no obligation to post or publish your Entry, that all such postings or publication, if any, will be in Contest Organizer's sole discretion and that the posting or publication of an Entry does not have any bearing on whether the Entry will be selected as a winner.

e) The Entrant agrees that the Entry may be submitted by others pursuant to standard usage of the website (or other means) and that the Sponsor and the Contest Organizer are not responsible for any unauthorized use of Entries by third parties.

## **5. WINNER SELECTION & NOTIFICATION:**

a) Subject to these Official Rules, up to 1 Entrant will be chosen as winner per Contest per Episode. Entries will be judged by the Contest Organizer on the originality, uniqueness, relevance and articulation of the Entrant's response. Further, the judging criteria to select winners will be based on 25% originality, 25% uniqueness, 25% relevance, 25% articulation. No other criteria or justification need be given for the selection of the winner(s). The decision of the Contest Organizer regarding the winners will be final and binding. No review or correspondence will be entertained in this regard.

b) Each winner will be notified by a phone call on the number and by email provided by the Entrant for due verification.

c) Each potential winner will be required to provide appropriate documents to the Contest Organizer for the purposes of the Contests (which may include an Affidavit of Eligibility and Release of Liability and publicity releases), such as for verification and award delivery, all of which must be completed, executed, signed, and received by Contest Organizer within three (3) business days of date printed on award notification or he/she will be disqualified and the award will be forfeited.

d) At the sole discretion of the Contest Organizer, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: **[1]** a potential winner's failure to respond to initial email notification/phone calls within 3 attempts over two days; **[2]** a potential winner's failure to provide Contest Organizer with satisfactory proof of age, identity and residency; **[3]** a potential winner's failure to validly claim the award by deadline, or **[4]** any other non-compliance with Official Rules.

e) In the event it is determined by the Contest Organizer that a winner has not complied with these Official Rules or has failed to execute and return any required documents within the specified deadline or has made false statements or an email notification is returned as undeliverable, including after notification or provision of the award, such winner will be disqualified.

f) If the Contest Organizer is unable to verify any of the winners after a diligent effort is made within 7 days of first receiving the email, the corresponding award will not be declared. Winners will send self-attested copies of required documents through registered email to [support@gadgets360.com](mailto:support@gadgets360.com)

## **6. AWARD DETAILS:**

a) A total of up to 1 winner per Contest per Episode will be awarded. Each winner will receive a Smartphone powered by Snapdragon.

b) The devices awarded to the winners will not include mobile data or service, which are the winners' sole responsibility. Winners are also responsible for all state, and local sales and income taxes on the awards. All other costs, taxes if any, including insurance and incidental costs that may be levied or incurred on the benefit(s) shall be fully borne by the winners.

c) Awards are non-transferable and non-exchangeable for cash or kind. No Entrant will receive any awards until he/she has been verified or notified as the winner by the Contest Organizer. The Contest Organizer reserves the right to change/substitute awards with other options of comparable value at any time.

d) The devices will be given, shipped, and delivered by the Contest Organizer. The Sponsor or its affiliates shall not be liable in any manner whatsoever for any issues relating to shipping or delivery of the devices. Winners shall contact the Contest Organizer directly for any shipping and/or delivery related matters.

e) The devices are provided on an “as is” basis. The Contest Organizer, Sponsor, or their affiliates do not make any warranty or representations (whether express or implied) in respect of the devices, nor shall they be responsible or liable for, any claims, losses, product issues or damages, in fact or in law, relating to the use of the devices, the quality, conditions or fitness of any aspects of the devices provided as awards, including in relation to working condition, repair, or replacement warranty or services, other services, costs or expenses in connection therewith. The devices will be subject to manufacturer's standard warranty and the winners shall contact the manufacturer directly for any product or service issues, warranty, repair, replacement etc.

## 7. OTHER CONDITIONS:

a) The Contest Organizer/Sponsor reserves the right to modify, suspend or terminate the Contest(s) / any Contest without notice, in its sole and absolute discretion, for any reasons whatsoever including if a Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or any force majeure event(s). Should the Contest(s) / any Contest be terminated prior to the expiry of the Contest Entry Period, Contest Organizer reserves the right to declare winners based on the entries received before the termination date. **SPECIAL CAUTION: COVID-19:** In response to economic and/or social conditions caused by COVID-19/Coronavirus, Contest Organizer may be compelled to cancel the Contests without notice.

b) Each Entrant hereby releases and undertakes to defend and indemnify the Contest Organizer, Sponsor and/or its affiliates, and each of their directors, shareholders, officers, employees and representatives and keep them harmless against any claims, actions, suits, proceedings, causes of action, losses, damages, liabilities, awards, penalties, fines, charges or other levies or costs and expenses which may arise out of or in connection with (i) Entrant's participation in the Contests or any Contest and/or his/her Entries; (ii) breach of any Official Rules contained herein by the Entrant (iii) breach of applicable laws or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right by the Entrant and, or, arising from participation in the Contests or any Contest; and/or (iv) with the acceptance, possession or use / misuse of the awards (including claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy).

c) The Contest Organizer, Sponsor, their affiliates, or any of their directors, officers, employees, representatives or agents will not be liable for any indirect, incidental, consequential, punitive, or special damages whatsoever arising out of, or in any way related to the Contests or these Official Rules, or the breach thereof, regardless of the legal theory upon which any claim for damages is based, whether based on tort (including negligence), breach of contract or breach of warranty by any party. The foregoing exclusion will apply even if a party has been advised of the possibility of the damages in advance and even if any available remedy fails of its essential purpose. In addition, the maximum aggregate liability of Contest Organizer, Sponsor, their affiliates, and their directors, officers, employees, representatives, or agents (and the sole and exclusive remedy of Entrant and any of its affiliates and agents), arising out of or in connection with these Official Rules and all the Contests (whether in contract, tort, or otherwise) shall not exceed INR one hundred only (INR100.00).

Without prejudice to the foregoing, the Contest Organizer is responsible for all aspects pertaining to the conduct and operations of the Contests, including provision of relevant information pertaining to Contests, administration, award notification and delivery, and for monitoring/ensuring compliance under these Official Rules. Any grievances regarding the conduct or operation of the Contests must be taken up directly with the Contest Organizer. In no event shall the Sponsor be liable to any Entrants or other third-parties for any claims, disputes, or controversies relating to the Contests.

d) By participating in the Contests / any Contest, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Contest Organizer, which are final and binding in all matters relating to the Contests. Failure to comply with these Official Rules may result in disqualification from the Contests / any Contest. The Contest Organizer reserves the right to permanently disqualify any person it believes has violated these Official Rules.

e) Without prejudice to any other rights provided by Entrant, by participating the Contests / any Contest and signing up for the Sponsor's Snapdragon Insider program, Entrant agrees and consents to the Sponsor and the Contest Organizer that acts on behalf of the Sponsor collecting, using, and sharing with the Sponsor's affiliates, contractors, agents and assigns the personal information submitted by the Entrant, including name and contact details, to the extent necessary for the purposes of administering and conducting the Contests / any Contest, award notification and delivery, promoting the Contests / any Contest, and operating the Snapdragon Insider program (including but not limited to, interacting with members via various online/offline events, keeping members updated about the latest news of the program, and membership management). Entrant consents that the related publicity, communications, reports, news, and/or for other related marketing or promotional purposes, in any manner, form or media (including the Internet, social media, websites) worldwide in perpetuity would be conducted by the Sponsor and the Contest Organizer, without further notice or compensation. Entrants may be contacted using the contact information provided. Personal data provided by the Entrants will be handled by the Contest Organizer in accordance with the privacy policy available on <https://www.qualcomm.com/site/privacy>.

f) The Contests are conducted on an as-is where-is basis. Subject to applicable laws: (i) all warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Sponsor and its affiliates including, but not limited to, meeting of the Entrant's requirements or aspirations, timeliness, security, the results or reliability of any competition, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, prizes or awards acquired or obtained through the Contests or any transactions effected through the Contests ; (ii) the Entrant expressly agrees that his/her participation in the Contests is at the Entrant's sole risk and is governed by these Official Rules; and (iii) no advice or information whether by representations, oral, written or pictorial derived from any website or through the Contests shall be construed to mean the giving of any warranty of any kind by Sponsor or its affiliates.

g) In addition to these Official Rules, other specific terms may be imposed by the Contest Organizer at any time to deal with any unforeseen situation. The Contest Organizer also reserves the right to change these Official Rules and/or, any other rules regarding the Contests at any time without any notice, without assigning any reason and without any liability whatsoever. Entrants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately.

h) The Contest Organizer, Sponsor or their affiliates do not and will not accept any liability or responsibility for any for any comments/remarks, damage, loss, injury, or disappointment suffered by any Entrant or any third party as a result of entering in the Contests or accepting any awards. Further, Sponsor or its affiliates shall not be liable for any costs associated with Entrant's participation in the Contests.

i) Nothing in the Contests shall affect any intellectual property rights of Sponsor or its affiliates in any product or service, which may be the subject matter of the Contest. Sponsor and its affiliates reserve all rights, title and interest in their intellectual property including any registered or unregistered trademarks and trade names.

j) Any questions, comments or complaints regarding this Contest must be directed to the Contest Organizer and not to Qualcomm.

k) All matters arising in connection with or relating to this Contests or the enforcement or construction of these Official Rules shall be governed by and resolved in accordance with laws of India, with the courts in Bangalore having exclusive jurisdiction over all such matters.