

## INSTANT PRIZE LEAGUE CONTEST TERMS & CONDITIONS

**THESE TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE "T&Cs") ARE APPLICABLE TO ALL THE PARTICIPANTS/CONTESTANTS OF "INSTANT PRIZE LEAGUE" (HEREINAFTER REFERRED TO AS THE "CONTEST") PROMOTED / ORGANIZED BY M/S HT MEDIA LIMITED UNDER THE NAME 'FEVER FM (HEREINAFTER REFERRED TO AS "FEVER FM"). THESE T&Cs CAN BE AMENDED OR VARIED FROM TIME TO TIME BY FEVER FM. THE CONTESTANT MUST CAREFULLY READ AND AGREE TO THE T&Cs BEFORE PARTICIPATING IN THE AFOREMENTIONED CONTEST.**

### INTRODUCTION

- By participating in the Contest, the Participant/Contestant is indicating his/her agreement to be bound by these T&Cs. Participation in this Contest is at Your sole discretion and on a voluntary basis.
- The Participant/Contestant's participation in the Contest shall be deemed an unconditional and irrevocable acceptance of these T&Cs. All entry instructions and any other specific details relating to the Contest or the prizes form part of these T&Cs.
- FEVER FM reserves the sole right to terminate the Contest at any time without giving prior notice. All decisions of FEVER FM in any matter relating to the Contest shall be final and no discussion or correspondence will be entertained.
- A failure by FEVER FM to enforce any of these T&Cs in any instances will not give rise to any claim by any person.
- The Participant/Contestant must read the T&Cs from time to time at [www.playwithfever.com](http://www.playwithfever.com) to be fully aware of the T&C's.
- The Participant/Contestant has made certain representations and warranties to FEVER FM in applying for a place on the Contest. FEVER FM has relied on the accuracy and truth of such representations and warranties in granting a place to the Participant/Contestant.
- Should FEVER FM or its agents become aware of any fraud, deceit or similar action undertaken in connection with the Contest or otherwise, or any act or omission which might have an adverse effect on the Contest, FEVER FM reserves the right to forfeit the Participant/Contestant's place in the Contest (without giving any reason and without notice).
- These T&Cs are in addition to the FEVER FM's Terms of Use and Privacy Policy to which You agree by using the websites of <https://www.fever.fm/> (hereinafter referred to as "Website"). To the extent the Website Terms of Use are inconsistent with these T&Cs; these T&Cs will prevail with respect to the Contest only.
- For the purposes of these T&Cs, wherever the context so requires "You" or "Your" shall mean any natural person who is a participant in the Contest.

### 1. ELIGIBILITY:

- 1.1 The Participant/Contestant must be a legal resident of India and must be above the age of 18 years. Notwithstanding the above, the Contest is not available to any person who is a resident of Karnataka, Tamil Nadu, and Telangana, and in the event of participation due to technical glitches, the resident of above States shall not be eligible to participate in the Contest.
- 1.2 You must have a valid proof of identity, age and residence in the form of a copy of PAN Card / Driving License / Voter ID / Indian passport.
- 1.3 If the Participant wins the Wallet money prize, he/she must be registered on Paytm in advance in order to claim for wallet money prize.
- 1.4 FEVER FM reserves the right to disqualify a Participant/Contestant and/or withhold or recover the Prize in the event:

- i. The Participant/Contestant is in breach of any of T&Cs or any of the obligations, warranties and/or representations made under this Agreement;
- ii. Participant/Contestant's conduct is inappropriate contrary to the spirit or intention of the T&Cs or of the Contest;
- iii. The Participant/Contestant has committed or undertaken any fraud, dishonesty, deceit, misconduct or similar action including providing any false or incorrect information;
- iv. An act(s) or omission(s) by the Participant/Contestant which might have an adverse effect on FEVER FM;
- v. It is in FEVER FM's best interests to do so.

1.5 FEVER FM reserves the right to announce another participating contestant as the Winner if the selected winner defaults on any of the T&Cs.

1.6 FEVER FM employee, spouses and immediate relatives are prohibited from participating in the Contest.

## **2. DETAILS OF THE CONTEST AND HOW TO ENTER:**

2.1 This Contest will be available from 15<sup>th</sup> April, 2022 to 29<sup>th</sup> May, 2022 only ("**Contest Period**").

2.2 Mechanics to participate in the Contest: In order to participate, a Participant must,

- i. Visit to [www.playwithfever.com](http://www.playwithfever.com) and sign-in for the Contest;
- ii. Click on "Tap to Spin" and a reward may get unblocked. Note that each slice of the spin wheel will contain 1 (one) Prize, and such slice will fall under either "Reward" or "Goods/Product" or "No-Luck" category and each entry will be given only one chance in a day to click on the said "Tap to Spin" button;
- iii. If you fall under the "Reward" or "Goods/Product" category, click on "Next" to enter into Question and Answer round; wherein, Participants shall require to answer a question correctly in order to claim the reward within the given time period and submit by clicking on the "Submit" button.
- iv. To claim the rewards, a Participant shall be required to fill a form and click on "Next" button to claim the reward, and follow the necessary steps.
- v. In order to participate in Jackpot round, a Participant has to click on the "Jackpot" button, and watch full video (non-skippable) and after completion a Thank You screen will appear.
- vi. Jackpot winner will be selected through randomizer at the end of the Contest.

## **3. PRIZES:**

During the Contest Period, prizes and/or reward worth upto to Rs. 10 lakhs will be given to 10,000 winners subject to fulfilment of these T&Cs which include wallet money or RD Wireless Speaker BS9 or RD Sport Headset B-2S.

Min Number of Winners each day: 75

Min prize value: INR 20 wallet cash

Max prize value: INR 1000 wallet cash

For wallet money, winner must be registered on Paytm. In the event, any winner is unable to claim the Prize due to non-active account/non-registration/wallet limit reached/KYC not done, then winner will be held non-eligible and the Prize will be forfeited by FEVER FM. Winners will receive their wallet money in the form of Paytm wallet money by the name of Gratification.

Any graphics of the Prize, as depicted in any communication regarding the Contest, are for representation purposes only. The actual Prize may differ in colour and appearance. If you win a Prize, you may not transfer, assign, or redeem the Prize for cash.

Subject to the winner claiming the Prize within the given time period, the Prize will be dispatched/delivered to the winner's address with 45 days from the date of announcement of the winner. If the address provided by the Winner is not serviceable by the contest partner then winner will be held non-eligible and the Prize will be forfeited by FEVER FM.

All Prizes are non-transferable and may not be given, assigned or sold to another person.

Winner will be liable to pay the taxes and other statutory fees (if any) as applicable on the Prize. Tax deductible at source under Income Tax Act is applicable for any prize exceeding the value of Rs. 10,000/- The Winner is liable to bear all related costs and charges incurred during collection, acceptance or avail of the Prize. At no point Winner shall make FEVER FM liable or responsible for any additional charges to be paid by the Winner for claiming/availing the prizes.

#### **4. ODDS OF WINNING:**

Odds of winning depend on the number of eligible entries received. Eligible entries are ones that satisfy the eligibility criteria outlined above and follow the steps outlined in the "Details of the Contest and the How to Enter" section above.

#### **5. PRIZE DRAWING:**

FEVER FM will notify the Participants, eligible to claim the Prize, by SMS following the draw by **31<sup>st</sup> May, 2022 ("Notification Date")**. By agreeing to participate and enter into this Contest, you agree that you have a valid proof of identity, age and residence in the form of a copy of PAN Card / Driving License / Voter ID / Indian passport and you may be required to share the said documents with FEVER FM as and when requested. You will automatically forfeit your claim to the Prize if you do not meet the eligibility criteria or do not comply with these T&Cs. Further, if selected and eligible, you will need to claim the Prize within 15 days from the Notification Date, failing which, you will deem to have forfeited the Prize. The procedure of claiming the Prize will be as instructed by FEVER FM, wherein you may be required to visit appropriate web-links and provide requisite details. Each Prize will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). FEVER FM shall not be responsible for any defect, non-workable condition or replacement of the Prize, for any grievance related to product, the Participant shall reach out to the manufacturer of the product.

#### **6. ADDITIONAL TERMS:**

FEVER FM may, to the maximum extent permitted by applicable law and in its sole discretion, change any of the terms of these T&Cs or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes beyond its control corrupt or impair the administration, security, fairness or proper play of the Contest or submission of entries.

FEVER FM is not responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Contest; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or (d) injury or damage to your or any other computer or mobile resulting from downloading any materials in connection with the Contest.

FEVER FM may, in its sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Contest or any FEVER FM or its affiliate's property, including FEVER FM and its contest partner; (b) acting in violation of these T&Cs; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

If your entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void. The authorised owner of the mobile no/email account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these T&Cs in the event of a dispute as to entries submitted by multiple users having the same mobile number/e-mail account. No benefits greater than those described in the "Description of the Contest and How to Enter" and "Prizes" sections above in these T&Cs will be awarded.

## **7. PERSONAL INFORMATION**

You agree that for the purpose of operating this Contest, FEVER FM and its contest partner may collect personal and/or sensitive personal information ("Personal Data") from You. Such Personal Data will be used by FEVER FM and/or the contest partner for the purpose of operating this Contest. Providing Personal Information is voluntary; however, failure to provide such data shall result in your inability to participate in the Contest. Participants eligible for a Prize give their consent to the collection and processing of such Personal Information. In addition to the above, please visit the Privacy Policy of the contest organiser at <https://www.fever.fm/> to understand why your Personal Data is collected and what we do with it. Please note that your acceptance of these terms and conditions is deemed to signify your agreement to these Privacy Policy, including without limitation to the collection, use, transfer, storage, handling or otherwise processing your Personal Data in accordance with terms hereof.

We reserve the right to refuse to issue Prizes to the winners unless they provide their Personal Data necessary to release the Prize and to perform other activities to run the Contest. Participants authorize contest partner to use the Personal Data sent to the Contest in connection with the Contest.

By accepting these terms and conditions you also hereby give your consent to FEVER FM or any other third party nominated by FEVER FM to carry out profiling of your anonymized data made available through contest partner for this reason transfer of your Personal Data to such third parties. FEVER FM and/or contest partner will take the necessary measures to secure and keep safe, either directly or through third parties, any such information that You may have shared.

It is important to remember that whatever You transmit or disclose can be collected and used by others or unlawfully intercepted by third-parties. No data transmission can be guaranteed to be 100% secure. While we strive to use commercially reasonable means to protect Your information, We cannot warrant the security of any information You transmit to us.

Your personal information may be retained and may continue to be used until: (i) the relevant purposes for the use of Your information described in this clause are no longer applicable; and (ii) We and/or contest partner are no longer required by applicable law, regulations, contractual obligations or legitimate business purposes to retain Your personal information and the retention of Your personal information is not required for the establishment, exercise or defense of any legal claim.

## **8. PUBLICITY RELEASE:**

By participating in the Contest, you give FEVER FM and/ or its affiliates permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Contest and any promotions, events, or contests to follow. You agree that FEVER FM and/ or its affiliates have the right to publish your saved item details for any

communication, promotions, events, or contests that follow. You agree that FEVER FM and/ or its affiliates have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation, etc. for the use of such pictures, etc., and hereby release FEVER FM and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to FEVER FM and/or its affiliates, agents and assigns to use your name and likeness to promote the Contest and any promotions, events, or contests to follow.

**9. LIABILITY RELEASE:**

This Contest is being made purely on a "best effort" basis and participating in this Contest is voluntary. By participating in the Contest, you will be legally bound hereby, to release from liability, and hold harmless FEVER FM, and any of its affiliates, employees or agents representing or related to FEVER FM and its services/products. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/ Prizes offered under this Contest, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Contest, even if caused or contributed to by FEVER FM's negligence.

**10. FORCE MAJEURE**

This Contest is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of FEVER FM ("Force Majeure Event"). FEVER FM shall be not liable for any delay or adverse effect caused to you as a result of a Force Majeure Event.

**11. MISCELLANEOUS:**

The Contest and all accompanying materials are the IP of FEVER FM, or its affiliates. All rights reserved. No requests for transfer or assignment or redemption of the benefits shall be entertained. You agree that all decisions made by FEVER FM related to the Contest are final and binding on you. Failure by FEVER FM to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person.

**12. GOVERNING LAW:**

These T&Cs are governed by the laws of India and courts at New Delhi shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.

**13. MAILING LIST:**

By entering the Contest, you consent to FEVER FM, its affiliates and contest partners to being placed on a mailing list for promotional material with regards to the Contest as well as any future contest/campaign/activity to be run by FEVER FM, its affiliates and/or contest partners. The Participants hereby gives his/her express consent to FEVER FM to share winners' personal information with the contest partners for dispatching, delivering or rewarding the Prizes to the winner.