

## LIVA Miss Popular choice 2022 contest – TERMS & CONDITIONS

LIVA MISS POPULAR CHOICE 2022 is a virtual contest (“Contest”) organized by Bennett, Coleman & Co. Limited (hereinafter referred to as “BCCL”), wherein the contestants will be given the opportunity to appeal for votes and compete against their fellow participants to become the winner of the Contest. By the means of these terms and conditions set forth herein, BCCL is providing an opportunity to the viewers of the Contest to participate in the voting process (“Voting”) to be carried out by BCCL to determine the favourite/ preferred contestant. BCCL is a company within the provisions of the Companies Act, 2013, having its Registered Office at The Times of India Building, Dr D.N. Road, Mumbai 400001.

By voting in ‘LIVA Miss Popular Choice 2022’, you accept and agree to abide by the following terms and conditions

- The Pageant shall be known as LIVA Miss Diva 2022 (“Pageant”).
- The Pageant is owned and organised by BCCL. ‘Miss Diva’ mark is registered trademark of BCCL. BCCL exclusively owns and continue to retain all rights and title to its respective trade name/s, trade mark/s and logo/s and nothing contained herein is intended to assign or transfer to any Party, any rights or license to the use of the other Party’s trade names/trademarks and logo/s. Further it is hereby understood by the Voters and contestants that any usage of the Intellectual Property Rights belonging to BCCL, including but not limited to trade mark/s and logo/s etc., shall be subject to prior approval of BCCL.
- This Pageant is organised solely by BCCL and subject to BCCL’s policies and other conditions. You may contact BCCL to know more about the applicable additional terms and conditions.
- The duration of the Pageant is from July 2022 to August 2022.
- LIVA Miss Popular choice 2022 Contest is part of the LIVA Miss DIVA 2022 Pageant.
- The contest will entail voting from online users and consumers for the 5 Contestants nominated by BCCL for the LIVA Miss Diva section hosted on [www.livafluidfashion.com](http://www.livafluidfashion.com). “LIVA” is a registered trademark of Grasim Industries Limited (hereinafter referred to as “GIL”).
- The 5 contestants for the Contest have been shortlisted, finalised and announced by the BCCL team.
- The Contest voting timeline: Voting will go LIVE on LIVA’s website on 11<sup>th</sup> August 2022, and end on 17<sup>th</sup> August 2022 11:59pm. Voting Entries received after the Voting Period shall be considered null and void.
- Each voter shall be entitled to cast ten votes within 24 hours.
- The selection of the Contest winner will be determined through a combined score of online votes & jury members nominated by BCCL in this behalf. The winner will also be felicitated & sashed at the Finale Crowning Event in Mumbai on 28th August 2022.

- BCCL reserves the right to change, alter or cancel this Pageant or contest in part or full, or change any or all of the terms and conditions that are applicable, without giving prior intimation/notice of any kind and will not be liable for any consequential losses/damages. Decision of BCCL in this regard and in general with respect to this Pageant and the Terms & Conditions thereto shall be final, binding and non-contestable.
- BCCL and GIL shall not be responsible for any Voting Entry submitted by the Voters but not received or recorded due to any reason whatsoever including but not limited to technical disruption and/or network provider's connection failure and/or any reason whatsoever. BCCL cannot guarantee and does not promise any specific results from use of the services of the Voting in whatsoever manner.
- Nothing contained herein amounts to a commitment or representation by BCCL to conduct further stages of Pageant or other schemes.
- BCCL reserves the right to withdraw &/or alter any of the terms & conditions of the Contest and voting process at any time without prior notice.
- BCCL and GIL holds no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or member communication.
- The Voter hereby undertakes, warrants, and guarantees to BCCL that he/she has the full legal capacity to participate in the voting activity in accordance with law and these Terms and Conditions.
- No dispute shall be entertained with regards to the voting submission mechanism/ criteria and/or counting mechanism of the Voting Entries received by BCCL and GIL.
- Decisions of BCCL shall be final and binding on the voter and the contestants.
- The prize money for the winner will be at the discretion of BCCL & GIL.
- The Voter acknowledges that he/she has voluntarily chosen to participate in the Voting at his/her free-will and is willing to bear all risk, costs and consequences arising from such participation in the Voting.
- The Voter acknowledges that casting of a vote shall construe acceptance of these terms & conditions even if the same is not explicitly mentioned by the Voter.
- BCCL and GIL shall not be responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of votes.
- Notwithstanding any other provisions mentioned herein, BCCL may, at their sole and absolute discretion, cancel or reschedule the dates for such Voting Activity and at such date and time as it may determine.
- The Voter(s) shall hold harmless and indemnify, BCCL, GIL and their affiliates, group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss mental or physical, suffered by the Voter(s) and/or the Voter in connection with the Voting 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. The Voter(s) shall not hold BCCL, GIL and their affiliates, contractors, partners, vendors and promotion and advertising agencies responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of voting information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Voter's ability to vote, including any injury or damage to Voters or any other person's mobile, computer or any other device relating to or resulting from participating in the Voting Activity or downloading any materials.

- BCCL, GIL and their representatives shall not be responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected votes, which shall be disqualified. BCCL shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all Voting Entries and the methodologies/ processes/ mechanisms of said Voting Entries however the Voters hereby acknowledge and agree that such methodologies/ processes/ mechanisms are not infallible, and that BCCL makes no guarantee as to its effectiveness
- BCCL makes no representations, warranties nor provides any undertaking to any of the Voter(s) that any or all of the Voters will be able to qualify for being eligible to get the opportunity of participating in the Voting Activity.
- BCCL and GIL shall not be liable / responsible for any lost opportunity, damages, losses, costs, expenses or otherwise suffered / incurred by any of the Voter(s) in the event that BCCL is not able to permit the Voter to take part in the Voting Activity in accordance with any of the foregoing provisions.
- All Voting Entries and/or any kind of data received by BCCL and GIL and/or Voting Platform shall be stored, maintained, or shared in accordance with the GIL Voting Platform privacy policy and the GIL Voting Platform shall at no time be under any kind of obligation to discard or maintain the said information received from the Voter.
- The Voter shall hold harmless and indemnify BCCL and GIL and their affiliates, their group companies, their employees, officers, directors and/or any other person from and against any suit/litigation/injury/damage/harm/loss suffered by BCCL and GIL in connection with any act of the Voter and/or the Voting Activity and/or post and/or Voting Entry and/or any third-party rights claims with respect to the material submitted by the Voters(s).
- BCCL reserves the right, in their sole discretion, to cancel, terminate, modify, or suspend Voting Entries submitted by the Voter, should any virus, bug, nonauthorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the voting process.
- The decision of usability of the Voting Entries received by BCCL through LIVA's website shall be decided by BCCL at its sole discretion.

**Contestants entering the Contest have accepted the following additional terms and conditions.**

1. The contestants or the contestant's immediate family should not be related to any person employed in ABSL, TIML, TIL, Bennett Coleman & Company Limited, or any other company of the Times Group, contest sponsors & their sub-contractors, or any of the judges as informed to the contestant at any stage. In case of such a relation, the contestant must disclose the same immediately.
2. The GIL and BCCL are not responsible for any delays or non-receipt of applications on any account & for any reason whatsoever.
3. The contestants acknowledges that any incorrect information shall result in disqualification, whether discovered before, during, or after participation.
4. The contestants should not have been qualified for or taken part in any contest as a representative of any country other than India & if so they need to declare it to Miss India Organization before participating in contest.
5. The contestants will have to participate in a disciplined & diligent manner throughout as per schedule for auditions & screening.
6. Any profile or material asked by the Organization stating the contestants information should be shared with the Organization on an immediate basis.
7. The Organizers are not responsible if the sponsors do not make good the prizes promised by them.
8. The GIL and BCCL are not responsible for any loss or physical injury that occurs to the contestants on account of their participation in the contest.
9. The contestants will participate at her own risk & can have no claim against GIL, BCCL and/or any other Times of India group company in any regard.
10. Incorrect information will result in disqualification, whether discovered prior to, during or after participation.
11. The decision of the judges is final in all cases & the contestants cannot in any capacity question the same on any platform.
12. The contestants cannot disclose any information or record or discuss the voting process or judges' comments with anyone.
13. The contestants cannot get in touch with the contest organizers during the voting process.
14. Any screening / audition footage or results internally declared or confidential information given by the Organization cannot be shared by the contestants with any social media / digital page or with any person related to such platforms.
15. Only persons of good health, sound mind & having no medical history of any mental illness & having a good moral character can participate herein.
16. The contestants should not have any cases (criminal or civil) registered against her.
17. The schedule of the contest & qualification rounds are subject to change at the discretion of the BCCL.
18. The Contest winner shall not conceal or misrepresent any information during the scrutiny or otherwise, failing which the participant shall be disqualified from participating in the Pageant and in the event the contestant is declared winner of Contest, the same shall be declared null and void and the next best contestant (in terms of votes garnered) shall be declared winner.

19. Notwithstanding anything to the contrary contained anywhere, neither GIL and BCCL holds any responsibility/liability nor be liable for any losses, damages (direct/indirect/consequential), costs, opportunities, loss of profits or any other claims arising out of (a) selection, nominations, voting procedures and/or winner finalisation; (b) any errors, omissions, inadvertence, vote counts and technical glitches that may impact the outcome of the voting results using the LIVA's website; and/or (c) any other reasons, events, circumstances whatsoever relating to the LIVA's website or the Contest.
20. Neither BCCL nor GIL are responsible for non-completion / non-occurrence of the virtual event.
21. Each provision of this Terms and Conditions shall be considered severable, and if for any reason any provision(s), or the application of such provision(s) to any person, entity or circumstance, shall be held invalid or unenforceable, such provision(s) shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to persons, entities or circumstances other than those to which it was held invalid or unenforceable.
22. In the event of any dispute, the decisions of BCCL shall be final & binding on the contestant.
23. The courts of Mumbai shall have exclusive jurisdiction over all disputes arising out of the Pageant or the Contest.
24. For further information / clarifications about the Pageant or the Contest, you may kindly contact BCCL team at Miss Diva (Instagram - @missdivaorg) (Facebook - @officialmissdiva)