

RULES & REGULATIONS FOR SUPER DANCER-CHAPTER 2 VOTING

The "Super Dancer – Chapter 2 Voting" will be hosted on SonyLIV app and <https://superdancer.sonyliv.com/contestant-voting> with respect to the program "Super Dancer-Chapter 2" ("Show"), telecast on Sony Entertainment Television channel ("Channel") for conducting voting for participants ("Contestants") of the Show who have been selected as the final nine (9) Contestants of the Show by such viewer(s) ("Voter") who wish to participate in the voting through website and app voting.

1. **Eligibility:** Indian residents are only eligible for the purpose of voting for the Show, the employees of Sony Pictures Networks India Private Limited ("Company") and the producer ("the Producer") and affiliates, subsidiaries, assignees, representatives and the immediate families of the Company and the Producer as well as the subsidiaries that are sponsoring and/or promoting the Show are not eligible or allowed for voting for the Show.
2. **Medium for voting:**

The Super Dancer-Chapter 2 Voting will be conducted through the following mediums only:

a. Online voting at the website www.sonyliv.com:

Voter can vote on the website <https://superdancer.sonyliv.com/contestant-voting> as per the instructions stated therein. Voter can submit his or her vote through using their existing Facebook or Google login-ID or by registering through their email address and mobile number. A link to rules & regulations will be available on the website. After the viewer submits his / her vote a confirmation message will be displayed on the screen. Voter will be allowed to submit one vote per Contestant for each voting episode, unless otherwise stated and subject to capping norms as defined in the Terms and Conditions herein.

b. Voting on the SonyLIV App:

Voters can also vote through SonyLIV App. The SonyLIV App needs to be downloaded from the App store for IOS and Google play for Android. The voter is required to open the App to cast his/her vote for a Participant. A link to rules & regulations will be available in this App. After the viewer submits his / her vote a confirmation message will be displayed on the screen. Voter will be allowed to submit one vote per Contestant for each voting episode, unless otherwise stated and subject to capping norms as defined in the Terms and Conditions herein.

3. Timelines:

- a. The Voting will start from December 09, 2017 till March 04, 2018. The timings for voting shall start from 8:00 p.m. IST till 7:59 a.m. IST as listed in the table below.
- b. Each unique Gala episode will be telecast on Sunday.
- c. The results of each Gala round episode will be announced on the following week's episode. In case of any changes in the above timelines and/or telecast schedule, the same will be shown on the Channel.
- d. The voting for the Show will take place every week as per the following timelines:

- e. While all efforts will be made to follow the above timelines, however, in the event of circumstances beyond the control of the Producer/Company or for any other reason, these timelines may be altered at the sole discretion of the Company.
- f. Voter is required to be cautious about the valid timelines for the purpose of voting and the eligible Contestants for which he or she intends to vote. The vote(s) received before or after the defined timelines (given above) will not be counted and shall be considered as invalid. The vote (s) sent for Contestants who have not performed in that particular episode will not be counted and shall be considered invalid.

4. **General Terms & Conditions:**

- a. Total score of the Contestant will be determined basis votes received for the Contestant and judges scores. 50% weightage will be apportioned to both these scores. In case of a tie on the final score, the participant with the highest judges score will be declared winner.
- b. The Voter(s) in whose name the mobile number (from which the message is sent) is registered with a network operator shall be construed to have cast the vote(s).
- c. The Company will not be responsible for any failure, delays / non-availability / downtime of the voting service or any other technical or non-technical issue that prevents the voting or interrupts with the voting service.
- d. Server time of the Company will be taken as reference for start and close of voting.
- e. Voter(s) of the Show agree(s) that he/she shall hold harmless the Channel/ Company, its directors, employees, officers, affiliates or representatives in connection with Super Dancer-Chapter 2 Voting.
- f. Non-conformance to any of these Rules and Regulations and/or other instructions as specified by the Company by any Voter may result in immediate disqualification of his/her vote.
- g. Any attempt by any Voter(s) to manipulate the aforementioned Voting mechanism by circumventing any technological measures or by using any other dubious means shall result in immediate disqualification of his/her vote and the Company shall have the discretion to initiate such legal proceedings including criminal proceedings as necessary in this regard.
- h. The Company reserves all rights to make amendments to the existing rules without prior notice.
- i. The Company and its affiliates, subsidiaries reserve the right to cancel/ postpone/ stop/ terminate / modify Super Dancer-Chapter 2 Voting or the voting timelines at its sole discretion.
- j. The Company is not responsible for any errors or omissions. All information provided for the Voting is provided "As is" without warranty of any kind. The Company makes no representations and disclaims all expressed, implied, and statutory warranties of any kind to the Voter and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- k. The Company shall endeavor to make all reasonably practicable arrangements to ensure uptime of systems, back-up of data, server capacity, and prevent other technical impediments, but can make no guarantee thereof and shall not in any manner be responsible for any technical problem with the internet and by participating in the present voting, the Voter agrees not to hold the Company liable for any such technical problem or shall have any claim in this regard.

- l. The Company is in no manner responsible and/or shall not be held liable in any manner whatsoever, for any injury, death, mental trauma or physical harm caused to any Voter(s) in any manner whatsoever or for any reason whatsoever arising from any issues relating to the Show and Super Dancer-Chapter 2 Voting.
- m. The Company and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Votes.
- n. Unless due to willful tortuous misconduct or gross negligence, the Company and/or its directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise (and as permitted by law, product liability), to the Voter and/or any third party.
- o. Under no circumstance shall the Company and /or the Channel and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Voter and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Company has been advised of the possibility of such damages.
- p. All voting will be subject to verification by an independent third party. No automatic, programmed, robotic or similar means of voting are permitted.
- q. The Company shall not be answerable to any person with regards to any of the voting mechanisms including but not limited to the calculation of votes, systems and processes of voting, selection or elimination etc.
- r. Participants who do not comply with these Terms and Conditions, or who attempt to interfere with the voting process or the operation of the Voting Platforms in any way will be disqualified and their votes may not be counted.
- s. Company reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend voting should any virus, bug, non-authorized 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 votes received till such time will be at the discretion of Company.
- t. Company, its affiliates, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Web-site, Internet, or ISP availability, 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 computer or mobile device relating to or resulting from participating in the voting or downloading any materials. Company and its Organizers are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected votes, which will be disqualified. Organizers shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all votes and the voting process (provided, however, that Voters acknowledge and agree that such methodologies are not infallible, and that the Organizers make no guarantee as to their effectiveness).
- u. While reasonable precautions are being taken, in case of loss of voting data, the Company shall proceed with the Show in the best way possible and no questions regarding the same shall be entertained.
- v. The Voting Platforms are controlled and offered by Company from its facilities in India. Company makes no representations that the Voting Platforms are appropriate or available for use in other locations. Those who access or use the Voting Platforms from

other jurisdictions do so at their own volition and are responsible for compliance with applicable laws.

- w. The Company shall make efforts to respond to the e-mail on a best-effort basis, however shall not be held responsible in the event that no response is received. In case no response is received, the same shall not be used as a ground to extent voting timelines for any category.
- x. The Voting shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Voting are subject to the jurisdiction of the Courts at Mumbai.
- y. Your participation in the Voting will be construed as an acceptance of the above stated Rules & Regulations including the General Rules and also of the Terms of Use and Privacy Policy of the website www.sonyliv.com.
- z. Your participation also confirms your acceptance of the Privacy Policy on the above website.
- aa. Your participation in the Voting will be construed as an acceptance for providing your contact details on the aforementioned website and your consent to allow the Company to use the contact details for any other use, and or transfer the same to any other third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the present Contest and any other allied activity such as marketing connected to such Contest.

We request all the viewers to read these Terms of Use and the Privacy Policy before casting their vote as per the Rules and Regulations stated above.