'Colors Kannada Anubandha Awards'

RULES AND REGULATIONS FOR THE VOTING PROCESS FOR Colors Kannada Anubandha Awards

1. Definition

"Awards"	Colors Kannada Anubandha Awards
"Channel"	The channel 'ColorsKannada' which is owned by the company Prism TV Private Limited
"Eligibility period for Television category"	Television show aired during the period September, 2015 to September, 2016 considered for the Awards
"Official Tabulators"	Process Tabulators for the Awards
"Management"	Personnel from Prism TV Private Limited or appointed, engaged or authorized by Prism TV Private Limited responsible for the conduct and functioning of the Awards
"Owner"/"Organizer/Company"	Prism TV Private Limited (**"Prism"**)
"Participant"	Any person/ company / producer of the film / etc., that registers to participate in the Awards across any defined category, via any medium advertised by the Organizers from time to time
"Terms and conditions"	Terms and conditions governing the Awards from time to time including below Terms and Conditions
"Voting period"	Voting Period is different for each category. The validity of the voting period will be as mentioned in the table below or any other period as announced by the Organizer
"Nominee(s)"	Participant(s) shortlisted for voting
"Winner(s)"	Nominee(s) determined as winner in a particular category on the basis of votes received
"Rules and Regulations"	These Rules and Regulations governing the voting for the nominees tothe Awards, for Public Voting Awards Category, stated herein in entirety, as may be amended from time to time.
"Voter"	Any person who is of age 18 years and above who participates in the voting process for the Awards
Telecast	Anubandha Awards will be telecasted on Colors Kannada on 9th & 10th September, 2016 from 8pm – 11pm.

2. About the Awards

Colors Kannada Anubandha Awards 2016 – a celebration of relationships was be held on the August 27, 2016 at the Innovative Film City, Bangalore. These are popular choice awards for nominees from the Channel's shows on the television in which winners are determined based on the selection process of voting done by Voters. There are 10 in-house voting categories and 10 public voting categories.

3. Nominee selection

The nominees for the popular awards categories are selected based on the primary research done by an independent research agencies as may by engaged by Organizer, reliable industry sources as understood in general industrial practice and secondary research done by the Organizer's programming team..

4. Voting process

a. Eligibility:

Voter(s) from across India are eligible who are of age 18 years and above for the purpose of voting for the Awards.

b. Categories for Voting:

Sr. No	Category
1	*Jana Mechida Samsara (Favorite Family)*
2	*Jana Mechida Jodi (Favorite on Screen Couple)*
3	*Jana Mechida Style Icon Male*
4	*Jana Mechida Style Icon Female*
5	*Jana Mechida Nayaka (Favorite TV Character Male)*
6	*Jana Mechida Nayaki (Favorite TV Character Female)*
7	*Jana Mechida Youth Icon (FavoriteYouth Icon)*
8	*Jana Mechida VIdhushaka*
9	Jana Mechida Shakuni
10	Jana Mechida Manthare

*c. Voting medium :*Voting for the Awards will be done using Short Message Services (SMS) during the Voting Period.

d. Voting Period and Timelines

Voting Period for the above mentioned 10 categories will be as mentioned in the table below.

In case of any changes in the Voting Period, the same will be telecast on the Channel or other channels of the Organizer. While all efforts will be made to follow the above timelines, however, in the event of circumstances beyond the control of the Organizer or for any other reason, these timelines may be altered at the sole discretion of the Organizer. Voter is required to be cautious about the Voting Period for the purpose of voting and the eligible Nominees for which he or she intends to vote. The vote(s) received before or after the defined Voting Period (given above) will not be counted and shall be considered as invalid.

SMS Voting

i. For the purpose of voting via SMS, Voters should send an SMS<KEYWORD> to 56060 along with the relevant keywords for each of the nominees as follows:

SL.NO	JANA MECHIDA SAMSARA	Keyword	Sub Keyword
1	KINARI	JMS	a
2	KULAVADHU		b
3	PUTTA GAURI MADHUVE		c
4	LAKSHMI BARAMA		d
5	AGNI SAKSHI		e
6	AKKA		f
7	OM SHANTHI OM SHAKTI		g
8	MANE DEVARU		h
9	GANDHARI		i
10	MAJA TALKIES		j
SL.NO	**JANA MECHIDA NAYAKA**	**CODES**	
1	GAURAV (KV)	JMN	a
2	MAHESH (PGM)		b
3	CHANDU (LB)		c
4	SIDDHARTH (AS)		d
5	AKASH (AKKA)		e
6	AJAY (OSOS)		f
7	SURYA (MD)		g
8	CHIRAYU (GANDHARI)		h
SL.NO	**JANA MECHIDA NAYAKI**	**CODES**	
1	MANI (KINNARI)	JMK	a
2	DHANYA (KV)		b
3	GOURI (PGM)		c

4	LACHHI (LB)		d
5	SANNIDHI (AS)		e
6	BHOOMIKA (AKKA)		f
7	SHANTHI (OSOS)		g
8	JANAKI (MD)		h
9	DRUSHTI (GANDHARI)		i
SL.NO.	**JANA MECHIDA SHAKUNI**	**CODES**	
1	RAJAN	JMI	a
2	NARASIMHA		b
3	DHARMA		c
4	RANJITH		d
5	KISHORE		e
6	KRUPAKAR		f
7	CHANDRU		g
8	JAYRAM		h
9	TRISHUL		i
SL.NO.	**JANA MECHIDA MANTHARE**	**CODES**	
1	KANCHANA (KV)	JMM	a
2	SAGARI		b
3	KUMUDHA		c
4	CHANDRIKA		d
5	DEVIKA		e
6	NAGESHWARI		f
7	PREETHI		g
8	TRIVENI		h
SL.NO.	**JANA MECHIDA JODI**	**CODES**	
1	VED – DHANYA	JMJ	a
2	MAHESH – GOURI		b
3	CHANDU - SHRUTHI		c
4	SIDDARTH - SANNIDHI		d
5	ARJUN - BHOOMIKA		e
6	VIJAY – SHANTHI		f
7	SURYA - JANAKI		g
8	CHIRU - DRUSHTI		h

Rules and Regulations

SL.NO	JANA MECHIDA STYLE ICON (FEMALE)	CODES	
1	VACHANA	JMF	a
2	HIMA		b
3	GOMBE		c
4	CHANDRIKA		d
5	DEEPTHI		e
SL.NO	**JANA MECHIDA STYLE ICON (MALE)**	**CODES**	
1	VEDH	JML	a
2	MAHESH		b
3	CHANDU		c
4	SIDDARTH		d
5	AKASH		e
6	AJAY		f
7	SOORYA		g
8	CHIRAYU		h
SL.NO	**JANA MECHIDA YOUTH ICON**	**CODES**	
1	GOURI	JMY	a
2	GOMBE		b
3	SIDDU		c
4	BHOOMIKA		d
5	CHIRAYU		e
6	SRUJAN		f
7	CHANDHAN		g
Sl.NO	**JANA MECHIDA VIDHUSHAKA**	**Codes**	
1	HARI	JMV	a
2	DHARMA		b
3	RANJITH		c
4	VANI		d
5	CHITHRA		e
6	KESHAV		f
7	MANDYA RAMESH		g
8	PAVAN		h

Cap will be applied at 99 votes per mobile number per nominee per category

ii. Voters who are mobile subscribers of Airtel, Vodafone, Aircel, Idea, BSNL, Reliance, Loop and Tata ("Service Providers") can vote via SMS.

iii. The charges applicable for use of SMS shall be premium rates (maximum of Rs.3/-) as charged by respective Service Provider. Votes sent in incorrect formats will also be chargeable, however shall not be counted for the purpose of determining the winner of that category. SMS's originating from a particular number shall be deemed to be from the owner of the number. All other incidental costs, if any, that may arise from participating in the voting process for the Awards will be borne by the Voters. The Organizers shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of the SMS charged or the cost of the internet usage charged by the Service Provider/network operator or otherwise. Any dispute in connection to the same shall be settled between the Participant and the Service Provider without involving Organizers. Any dispute in connection to the same shall be settled between the Voter and the Service Provider without involving Organizers.

iv. For applicable circles and network provider, Voter shall contact his / her service provider. The Organizers are not responsible for down-time of any services provided by any operator or in any circle.

5.Determination of winners

a. After the close of Voting Period, votes received during the Voting Period will be independently tabulated by Official Tabulators engaged solely for the purpose of the Awards.

b. Winners for popular awards categories will be decided based on SMS votes or any other platforms as may be indicated by the Organizer from time to time during the Voting Period.

c. In case of a tie in votes received by Nominees within a Category, the winner will be determined at the sole discretion of the Organizers.

6. General terms and conditions

a. Efforts will be made to follow the above timelines defined. However, in the event of circumstances beyond the control of Organizer, these timelines may be altered.

b. Total score of the Nominees shall be based on a simple addition of the capped votes received via various voting mediums and platforms listed herein or determined from time to time by the Organizer during the Voting Period.

c. The Voter may choose to vote for any / all categories up for voting on the voting platforms of the Awards..

d. Voter(s) are required to be cautious about the valid timelines for the purpose of voting. The vote(s) received before or after the defined Voting Period (given above) will not be counted and shall be considered as invalid.

e. All charges incurred by the Voter for purposes of using the voting medium (e.g., bandwidth charges, SMS charges, etc.) will be borne by the Voter and not be reimbursed by Organizer and no claims to such effect shall be entertained by the Organizer.

f. All voting will be subject to verification by an independent third party. No automatic, programmed, robotic or similar means of voting are permitted.

g. Family members and relatives of the employees of the Company and their group companies, affiliates, subsidiaries, holding companies are not eligible to participate in the Voting Activity.

h. The Organizer and its sub-contractors or any related entities associated in any manner with this Awards cannot and shall not be held accountable/liable for any disruptions/stoppages/interruptions or cancellation of the voting process on account of any factors beyond its control.

i. The Organizers and its affiliates and subsidiaries reserve the right to cancel/postpone/stop/terminate/modify voting, categories, Nominees, timelines or any other aspect of the Awards at their sole discretion at any time including with retrospective effect. The Organizer cannot and shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the draw. The Awards itself may be cancelled for force majeure or any other reason at the discretion of Organizer, and the Organizer shall not be held responsible to any Voter or audience member for any loss or damage or direct or indirect impact of the same on the Voter or audience member or any organization, if any.

j. The Organizer reserves the right to change this cap at its discretion and need not provide any specific intimation to any Voter or Nominee for the same. The Organizers and Official Tabulator swill not be liable for any claims / disputes made in relation to the awards process

k. Organizer and/or the Management cannot and shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the draw. The Company and its contractors cannot be held responsible for matters out of its control and for force majeure reasons.

l. Decision of the Organizer on all matters is final and binding on all and no correspondence will be entertained on the same.

m. Server date and time shall be taken as the date and time that the vote for the respective Nominee has been cast.

n. Organizer is not responsible for any loss of Voter's Personally Identifiable Information (PII) and shall not be held responsible for the same.

o. Voting for any Nominee for the Awards is optional and no Voter shall be compelled to vote for any Nominee and by doing so, agrees to these Rules and Regulations, as amended by the Organizer from time to time with retrospective effect.

p. The Organizer will not be responsible for any failure, delays/non-availability/downtime of the voting service.

q. Server time of the Organizer will be taken as reference for start and close of voting.

r. Voters who do not comply with these Rules and Regulations, 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. The Organizer reserve 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 the Organizer.

t. Voter(s) of the Awards agree(s) that he/she shall hold harmless the Channel/ Company, its directors, employees, officers, affiliates or representatives in connection with the Voting.

u. Non-conformance to any of these Rules and Regulations and/or other instructions as specified by the Organizer by any Voter may result in immediate disqualification of his/her vote.

v. The Organizer reserves all rights to make amendments to the existing Rules and Regulations without prior notice.

w. The Organizer and its affiliates, subsidiaries reserve the right to cancel/postpone/stop/ terminate /modify the Voting process or the voting timelines at its sole discretion.

x. The Organizer is not responsible for any errors or omissions. All information provided for the Voting is provided "As is" without warranty of any kind. The Organizer 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.

y. The Organizer shall endeavor to make all reasonably practicable arrangements to minimize system difficulties, ensure uptime of systems, back-up of data, server capacity, and prevent other technical impediments, but can make no guarantee thereof.

z. The Organizer, its affiliates, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, microsite, 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. Prism 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).

aa. The Organizer 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 Voting of the Awards.

bb. The Organizers or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Voter(s) and arising as a result of his/her participation in the Votes.

cc. The Organizer assumes no responsibility for any loss or damage that any person / organization may suffer as a result of the awards process, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Vote of any Voter.

dd. By voting for the Awards, the Organizer does not constitute any principal-agent / joint venture / partnership or any other business or non-business relationship with the Voter.

ee. The Organizer has the right to alter/modify/add/delete clauses from these Rules and Regulations at any time without notice, proactively or retrospectively, without assigning any reason whatsoever to its Voters/Viewers.

ff. Casting of a Vote shall construe acceptance of these Rules and Regulations even if the same is not explicitly mentioned by the Voter.

gg. The Organizer and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of Votes.

hh. Unless due to willful tortuous misconduct or gross negligence, the Organizer 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.

ii. While reasonable precautions are being taken, in case of loss of voting data, the Organizer shall proceed with the Awards in the best way possible and no questions regarding the same shall be entertained.

jj. Some browser settings/versions may not permit the Voters to cast votes for the Awards. In that case, would request you to try Internet Explorer version 9 or higher / Google Chrome or contact your system administrator.

kk. Under no circumstance shall the Organizer 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.

ll. The Organizer does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Voting Platforms or medium or any hyperlinked website or any product or service featured in any banner or other advertising, and Organizer will not be a party to or in any way be responsible for monitoring any transaction between me and third-party providers of products or services.

mm. The Voting Platforms are controlled and offered by Organizer from its facilities in India. The Organizer 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.

nn. 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 exclusive jurisdiction of the Courts at Mumbai only.

oo. Your participation in the Voting will be construed as an acceptance of the above stated Rules & Regulations.

pp. All votes and/or voting data become the sole property of Prism and its Organizers and will not be acknowledged or returned.

qq. As a voter, if rules or any element of the awards process are unclear or experience difficulties of any kind, you can write in your questions to the following email id: Bharath.s@etv.co.in