

Important: Please read the terms below (“Terms”) before downloading the “Yeh Hai Aashiqui – Song” (the “Song”) to be made available by Genx Entertainment Limited (“Genx”). By downloading the Song, you agree to be bound by these Terms and represent that you satisfy all of eligibility requirements set out hereinbelow.

1. **Eligibility.** The Song will be available for download only by an adult Indian citizen. (“**Individual**”).
2. **Entry mechanism.**
 - a. Every day from the period of February 1, 2016 to February 29, 2016. Period (defined below), a unique, toll free number appearing as an Aston Band and slate (“**Number**”) shall be flashed on the ‘bindass’ channel (“**Channel**”) during the airing of promotional videos in relation to the bindass show ‘Yeh Hai Aashiqui’ (“**Show**”) or at such other time as determined by Genx in its sole discretion.
 - b. The Individual may download the Song by dialing the Number as flashed on the Channel. The Individual’s call shall automatically be disconnected after 1 (one) ring. The Individual may make calls in the aforesaid manner only through his/her registered mobile number. Calls made from landline numbers will be invalid.
 - c. Each time a call is made, the Individual shall receive a text message sent to the mobile number used to make the call(s).
 - d. The Individual shall receive a text message on his/her registered mobile number encouraging the Individual to watch the Show along with 1 (one) URL link.. Upon clicking the link, the Individual shall be directed to a third party server where the Song (in audio format) from the Show is hosted. The Song (in audio) shall automatically download to the Individual’s phone upon the Participant clicking the relevant link provided in the text message. This shall be featured at the sole and absolute discretion of Genx.
3. **Period.** The Song will be available for download only from February 1, 2016 till February 29, 2016.
4. **Data Charges.** The Individual shall be responsible for all data charges payable to his/her respective service provider in relation to the downloading of the Song unless otherwise communicated to the Individual by Genx.
5. **Individual’s Information.** At the Individual’s option, the Individual hereby authorizes and consents to the use of the Individual’s personal or sensitive personal information (“**Data**”) by Genx including its affiliates, agents, advisors or subcontractors (“**Authorized Entities**”), for such lawful purposes as may be deemed necessary. The Individual understands and acknowledges that (i) the Data is the Individual’s personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) the Individual has voluntarily and at the Individual’s option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to these Terms; and (iii) the Data will or may be transferred by the Authorised Entities including its affiliates, agents or subcontractors, for such lawful purposes as may be deemed necessary pursuant to these Terms.
6. **Individual’s use of song:** The Individual may not use the Song for any purpose other than for the Individual’s personal use as stated under these Terms. The Song shall not be modified, edited, re-mixed and/or distorted in any way by the Individual. The Individual shall not commercially use and/or exploit the Songs.
7. **Disclaimer.** Genx, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for: (a) any late, lost, misrouted, garbled, distorted or damaged transmissions or messages; (b) telephone, electronic, hardware, software, network, internet, or any other computer or communications-related malfunctions or failures; (c) any disruptions, dispute, injuries, losses or damages caused by events beyond Genx’s control during the Period and otherwise; or (d) any printing or typographical errors in any materials associated with the activity.
8. **General Release.** By downloading the Song, the Individual agrees to indemnify Genx, its participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the “**Indemnified Parties**”) from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the download (including, without limitation, claims, costs, injuries, losses and damages related to personal medical, mental and physical injuries, death, damage to and/or destruction of property, rights of publicity or privacy,

defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or any other theory. Genx shall not be liable to the Individual and/or their immediate family(ies) for any failure of performance hereunder by Genx which is due to a so-called act of God, accident, fire, strike or other official labour dispute, union problem, riot or civil commotion, failure of technical facilities not within the reasonable control of or any other act being deemed an event of force majeure.

9. **Termination/Suspension.** Genx has the sole right to suspend, postpone, cease, close or terminate this activity at any given point of time at its sole option and discretion.
10. **Copyright Notice.** The activity and all accompanying materials are copyrighted by Genx. All rights reserved.
11. **Miscellaneous.** The download of the Song and these Terms shall be governed, construed and interpreted under the laws of India. Individuals agree to be bound by these Terms and by the decisions of Genx, which are final and binding in all respects. Genx reserves the right to change these Terms at any time, in its sole discretion, and to suspend or cancel the downloading of the Song or any Individual's downloading of the Song should viruses, bugs, unauthorized human intervention or other causes beyond Genx's control affect the administration, security or proper play of the Song or Genx otherwise becomes (as determined in its sole discretion) incapable of running the download of the Song as planned. Individuals who violate these Terms, tamper with the operation of the download or engage in any conduct that is detrimental or unfair to Genx, or any other individual (in each case as determined in Genx's sole discretion) are subject to disqualification from the downloading of the Song. Genx reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to download the Song.
12. **Dispute Resolution.** These Terms (and any dispute, difference, proceedings or claim of whatever nature arising out of or in connection with these Terms) shall be governed by, and construed in accordance with, the laws of India and shall be subject the exclusive jurisdiction of the courts of Mumbai.

None of the above paragraphs limits any other.