



GENERAL TERMS AND CONDITIONS

Please read the following Terms and Conditions before participating in the Survey conducted by Whisper Media Private Limited and represent that you satisfy all of the eligibility requirements set out herein below

1. The following General Terms and Conditions govern the entire process for Auditions (as defined below) as detailed herein for participation in the Research Activity (“Survey”) and shall be binding on each participant (“Participant”, “Contestant”, “Your” and/or “You”) residing in and is a citizen of India (hereinafter referred to as “Territory”) who voluntarily participate in the Survey hosted by Whisper Media Private Limited for the purpose of understanding effectiveness of the ongoing advertising campaign_____. For the purpose of facilitating the Survey a QR Code embedded in an Aston will be broadcasted on Star India’s (“Star India”) network of channels in all Indian regional languages (“Linear Channels”) in the manner set out in Annexure A. The mode and mechanism of participating in the Survey is set out in detail in Annexure A.
2. Before answering questionnaire(s) forming part of the Survey, potential Participant shall read the General Terms and Conditions available at <https://in.whispermediaworld.com/tnc.pdf>_____ and read the introduction post on the landing page of the survey, tick on the check box “I understand & agree to participate”, only then such potential Participant will be able to proceed with the Survey in order to answer the questionnaire(s). In process of answering questionnaire, Participant shall fill in criteria and cellular phone number, email id, age etc. of the Participant.
3. The questionnaire of the survey can be based on matters like of businesses, industries, entertainment, health, food, and beverages, electronic, toiletries, consumer products, education etc.
4. Whisper Media shall at its complete liability, sole costs, risks, and expenses, organise a Random Draw in the mode and manner as set out in Annexure A for all the **Participants** participating in the Survey basis which Whisper Media shall further decide and declare the “Winners” (Participants who will be selected by means of a lucky draw, held by the Whisper Media). The Winners selected by **Participants** will be among those **Participants** who have met all the eligibility criteria(s) which are determined by Whisper Media, pertaining such Survey’s. Execution of the Survey, all aspects including but not limited to the procurement, operation, technical checks of the QR Code, lucky draw, declaration of Winners, gratification etc shall be the sole responsibility without any recourse to Star India in any manner whatsoever and shall be decided by Whisper Media at their complete discretion and the same shall be transparent and in accordance with Applicable Laws. Whisper Media shall indemnify Star India against any and/or all claims arising out of or in relation to Survey including but not limited to its execution, QR Code, its operations and /or technical issues (if any) Lucky Draw’s, gratification awarded to Winners Surveys, questionnaire’s, data collection, data processing, **Participants** claim, complaints, regulatory, administrative, judicial – proceedings, orders, notices, direction etc. Whisper Media shall update and publish the terms and conditions from time to time in compliance with all the Applicable laws.
5. Whisper Media shall conduct the survey through a verified link which will have the survey T&C embedded in the same, in accordance with the prevailing data protection laws of India, Information and Technology Act, 2000 and the Consumer Protection Act, 2019. Whisper Media shall be completely liable for collection, processing and storage of any Respondent data, information under this instrument in compliance with the Applicable laws and safeguarding the privacy of the Respondent Data in a safe and secure manner and be protected from any data theft, unwarranted use.
6. Whisper Media hereby represents and warrants that it will completely erase all traces of Respondent response, Respondent data and information and all such information and data and/or Respondent in its custody, from its systems and records, and shall not retain the Respondent data in any manner post expiration of Term or earlier termination of this instrument.

7. Whisper Media, agrees and undertakes not to use and/or deal with Respondent Data for any other purpose apart from that explicitly agreed herein. Whisper Media shall not share or transfer it to any third party, such data shall be collected post obtaining consent of the Respondent, for such data collection at the beginning of the Survey.
8. If there is any part or entire of Whisper Media business or operation which transfers and/or sells, or integrates with any other party (or in negotiation for those purposes), Respondent's answers and data (if any) may be disclosed to such parties on a need-to-know basis only and a non-disclosure instrument with effect to such obligation, in accordance with the prevailing laws and regulations shall be executed between Whisper Media and any such party(s).
9. Respondent shall have the right to request for deletion of its personally identifiable data and information by requesting the same to the Whisper Media, such request can be sent to: <https://in.whispermediaworld.com/>. Whisper Media will then delete such data and information of the Respondent in 3x24 hour after all requirements for such procedural deletion are met.
10. If any disputes, the same shall be first, resolved amicably. This instrument shall be construed, governed by, and interpreted in accordance with the laws of India and courts of Mumbai.
11. These General Terms and Conditions shall be effective from the Effective date of this document and shall remain valid and binding for a period of three months.

ANNEXURE A

1. Scope of Services of Whisper Media

- i. To display QR Code embedded in an Aston over Linear Channels for a fixed period of time, in an agreed manner and layout during the Term of this instrument.

2. Survey:

- a. The survey will take 5-7 minutes and revolve around basic brand research related questions (Brand awareness, ad recall, message recall & association, favourability & consideration)

3. Lucky Draw format and Terms and Conditions

- a. Lucky draw, for the purpose of incentivising the respondents, will take place at the end of the study (i.e., once the required sample size of the specific target audience for the brand is filtered out from the total number of completes).
- b. 10% of the completes will be rewarded via UPI or Amazon/Myntra vouchers. Rewards per respondent will not be more than INR 250 in value.
- c. All cost, expenses and risk relating to any Survey, data collection, operation and organizing of lucky draw is the sole responsibility of the Whisper Media

4. Respondent Journey & Manner of Placement of Aston on specific Linear Channels

- a) Aston band to appear with QR code, will appear once every hour on the Channels (Two 10 sec Astons+ QR code bug will stay on screen for the entire 30 sec duration)
- b) Respondents can view the QR code which can be scanned using a mobile device, tablet or the likewise. Respondents can scan the QR code which shall direct them to the Survey conducted by the Whisper Media.
- c) Respondents shall then express their views and opinion through the Survey conducted by the Whisper Media.
- d) After the Running Text with QR code appears, the participant should complete the Survey questionnaire within one hour of scanning the QR code to qualify for rewards, basis lucky draw. Only completed responses (for the specific brand target audience) will be consider for rewards.
- e) After Respondent finishes answering each question, responses are already locked and cannot be edited. In the end, the Respondent needs to click and submit the questionnaire to complete the Survey.
- f) Winners selected by Whisper Media through the lucky draw, will be eligible to win cash rewards through UPI /vouchers (Vendor to take care of the same)