

**TERMS AND CONDITIONS FOR SUBMISSION OF APPLICATION/ REGISTRATION TO PARTICIPATE IN AUDITION FOR SELECTION OF PARTICIPANTS IN ("RISING STAR").**

**Viacom18 Media Private Limited** (hereinafter referred to as "**Organizer(s)**")/ "**Viacom18**") has acquired the license to produce and broadcast in India and for certain other territories, the television entertainment program tentatively entitled "**Rising Star**" ("**Programme**" or "**Program**"/ "**Show**") which is based on the format based show viz. "Hakochav Haba" owned by Keshet Broadcasting International Ltd. (the "**Format**"). This Program shall be produced by the third party production house ("**Producer**") for and behalf of Viacom 18 primarily for the purpose of telecast on Viacom18's channel namely "Aapka Colors" ("**Channel**")

The purpose of this Program is to conduct a singing reality series for identifying the best singing talent in a unique and innovative manner based on the Format and further as may be developed by Viacom 18. The Producer is conducting the auditions for selection of participants for participation in the Program ("**Audition(s)**") and is open for all individuals of Indian origin who are residing in the international territories and who are 6 (six) years and above either as individual or as group of two or more people ("**Applicant**" or "**Participant**" or "**You**") and the participation shall be governed by the terms and conditions as detailed hereinafter. In case of group participation, each and every Participant within a particular group agrees to comply with these terms and conditions including any other terms in relation to the Audition, subsequent rounds of Audition and/or the Program.

You can participate in the Audition by visiting the website [www.aapkacolors.com/risingstar](http://www.aapkacolors.com/risingstar) ('**Website**'). You shall be required to enter Your name, contact details as required in the online form as displayed on the Website and upload Your Audition Video (as defined hereinafter) on the Website.

Upon submitting the Audition Video and recent photographs on the Website in accordance with the requirements and criteria as laid down for the Auditions herein, You hereby agree to have read and understood all the terms and conditions for participation in the Auditions and agree to abide by the same.

**1. Participation Mechanism:**

- i) The Participant shall be required to log on the Website and shall be required to enter all the details/fields that are marked as "mandatory fields" including inter alia a) Name b) Age c) Address d) Nationality e) Email Id f) Contact Number (mobile/landline), etc. and upload the Audition Video. The Participant shall also have an option of login and registration by way of singing into his/her online social media account(s) such as Facebook/Twitter that enable the Participant to upload his/her Audition Video on the Website. In case of group participation, all the member Participants belonging to their respective groups shall provide all the details as required to be mentioned, including the name of the group and total number of Participants participating in the group. In the event the Applicant has registered for Group Participation, he/she would be restricted from participating in solo registration and vice versa.
- ii) Your participation in the Audition shall only be considered upon Your submission of all details as required and displayed on the Website and upon submission of the Audition Video.

- iii) In case of Minor (as defined below) all the terms and conditions stated herein shall deem to apply on the Parent/Legal Guardian (as defined hereinafter) of the Minor and the Parent/Legal Guardian shall be bound by all the terms and conditions on behalf of Minor.

## 2. Eligibility to participate:

The minimum age required for participation in this Audition and the Program (if selected thereafter) shall be 6 (six) years and above, at the time of uploading the Audition Video on the Website. a) If You are under 18 years of age (“Minor”) then the following additional requirements shall be applicable: (i) all the details as required to be filled in as displayed on the Website must be duly filled in by Your parent or legal guardian on Your behalf. The parent or legal guardian of the Minor participating in this Audition (‘Parent’/ ‘Legal Guardian’) shall be bound by all the terms and conditions as stated herein including without limitation any and all terms as may be laid down / communicated by Viacom18 in relation to the Audition and the Program. Further that, the Parent/Legal Guardian on behalf of the Minor hereby represents and undertakes that all personal details and/or information submitted on the Website are true, accurate, complete and in no way misleading or incorrect. Additionally, the Parent/Legal Guardian on behalf of the Minor may be subsequently required to, also sign and submit all such necessary documents/ release letters / declaration letters/ no objection letters/certificates/ agreements, etc., as required by Viacom18 and/or the Producer and/or its authorized representatives from time to time, in relation to the Audition and/or for participating in the Program (if selected) and/or otherwise, either with Viacom18 directly or any other party, as Viacom18 may require at anytime. (ii) If You are selected for the subsequent round of audition/ venue audition, You must be accompanied by Your Parent or Legal Guardian during such audition and (if applicable) subsequent shoots, rehearsals, etc in relation to the audition and the Program at all times; (iii) Viacom18 shall have the authority and right to disqualify You, at any point of time, if it comes to Viacom 18’s knowledge that You, being a Minor have participated without the due consent, knowledge and awareness of Your Parent or Legal Guardian and/or You are in breach of any terms and conditions and/or undertakings herein; (iv) The Parent or Legal Guardian of the Minor participating in this Audition hereby represents and confirms that such Parent or Legal Guardian completely understands the nature of the Program and that he /she has voluntarily chosen at his /her free-will to permit his / her Minor child to participate in the Audition and further participate in the Program (if selected) and such Parent or Legal Guardian is willing to bear all risks, costs & consequences arising from participation of his / her Minor child in the Audition and/or the Program. All the representation and warranties, obligations, terms and covenants as laid down herein and applicable to the Minor child participant shall be deemed to be applicable on the Parent / Legal Guardian and the Parent / Legal Guardian hereby agrees to comply and abide by the same; (v) The Parent / Legal Guardian hereby agrees and acknowledges that it shall be such Parent’s / Legal Guardian’s complete responsibility to ensure that the Minor’s school/college/university/institute’s attendance and education is not affected due to his / her Minor child’s participation in the Audition/ subsequent auditions and/or the Program (if selected). b) For Participants of 18 years of age and above: You hereby represent and confirm that you are above 18 (eighteen) years of age as on the date of submitting Your Audition Video on the Website and You completely understand the nature of the Program and that You have voluntarily chosen at your free-will to participate in the Audition and are willing to bear all risk, costs & consequences arising from such participation in the Audition, subsequent auditions and/or the Program. c) In case of group participation all the terms and conditions as mentioned herein are required to be followed by each member of the group. d) In case of any query pertaining to the participation in the Audition/ uploading the Audition Video, the Participant may submit his /her query by filling up the form under the ‘contact us’ section or send an email at [risingstarauditionusa@gmail.com](mailto:risingstarauditionusa@gmail.com) Any query/communication other than as stated above shall not be entertained by Viacom18 / Channel/Producer at any time whatsoever

### **3. Audition Period:**

The 'Audition Period' shall commence from 16<sup>th</sup> October, 2016 at (00: 00) "Opening Hours" and shall conclude on 18<sup>th</sup> December, 2016 at (23:59) "Closing Hours". The Audition Period may be extended and/or modified at the sole discretion of Viacom 18 and the same shall be updated on the Website. It shall be sole responsibility of the Participants to visit the Website and keep themselves updated with respect to any change/modification in the terms made on the Website and any such modification shall apply to all the Participants and the Participants shall be bound by the amended/modified terms and conditions.

### **4. Documentation and Proofs:**

Each Participant shall have in his/her possession all of the valid and subsisting legal documents as mentioned below to prove his/her age and shall also provide necessary documents (as listed below) as proof of Name / address / nationality / citizenship etc.:

- a. Driving license;
- b. Permanent Account Number ('PAN');
- c. Aadhar Card;
- d. Voters identity card;
- e. Birth certificate;
- f. Passport;
- g. Valid Visa, work permit, Overseas Citizen of India card, registration under Foreigner Regional Registrations Offices etc. in relation to participation in the Program or any other document as may be required for participation in the Program, in consonance with the laws of India and/or any other documents as may be required by the Organizer from time to time.

### **5. Requirements of the Audition Video:**

- i) The Audition Video should contain a song as sung and recorded by the Participant in his/her voice. The Participant at its discretion may or may not use the musical instruments while recording the Audition Video.
- ii) Duration of the Audition Video: The Participant shall ensure that the maximum duration of the Audition Video shall be 3 (three) minutes and any Audition Video exceeding the aforesaid criteria shall be rejected.
- iii) Size of the Audition Video: The maximum permitted size of the Audition Video can be 10 MB.
- iv) Technical Specifications: The Audition Video file can be uploaded by the Participant in the following formats: Avi, mpeg, Mp4.
- v) Number of times the Audition Video can be uploaded on the Website: The Participant can upload his/her Audition Video on the Website, multiple number of times before the Closing Hours of the Audition period.
- vi) Viacom 18 at its sole discretion may either select the Audition Video as submitted on the Website or the Audition Video as submitted on the Website by the same Participant as an entry for the purpose of Audition and subsequent selection.

### **6. Term:**

These terms and conditions, all Rules (as defined hereinafter) contained herein shall subsist until the first telecast of the last episode of the Program and/or any such extended duration as may be deemed fit by Viacom 18 and hence, the Rules shall continue to apply to You.

## 7. Content/Recording:

- i) All the Audition Videos, audio visual recordings, audio/video clips, performance executed (including audio and video), music recordings (audio and video), content, materials, audio/video clips, bytes, etc. provided/uploaded/ submitted by the Participants on the Website and/or through social media account webpage and/or otherwise ('Content') shall upon creation/submission become the property of Viacom 18 and accordingly all intellectual property rights including copyrights in the Content shall vest with Viacom 18 shall have unfettered exploitation rights in and to the Content, through any and all modes and medium of exploitation, throughout the world in perpetuity.
  
- ii) You expressly agree to your subsequent audition and participation at any stage including in the Program (if selected) being recorded and telecast as part of the Program and/or for promotion of the Program and/or for promotion of the Program and/or on a stand-alone basis, as required by Viacom 18 ("Recording"). You hereby grant to the Channel and Viacom 18/its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the universe, the Content the universe, the Content and /or Recording, and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use Your and Your Parent /Legal Guardian's name, photographs, likeness, voice, audio –visual / videos, photographs, Audition Videos Content, Recording, etc. provided/submitted by You to Viacom18 and/or recorded by Viacom18 / Producer during the Audition/ subsequent auditions /Program through all media including without limitation television, radio, print, mobile, internet and/or any other such media, technology in existence, whether now known or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as the Channel/Viacom18, may deem fit. Viacom18/Producer shall not be obliged to exploit the Content /Recording (if made), into the final version of the Program. You agree that on submission/creation of the Content, all intellectual property rights including copyrights in the Content/Recording shall vest with Viacom18 and shall be available to Viacom18 for exploitation throughout the world in perpetuity. You hereby agree that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content /Recording and have all the rights to exploit, edit, integrate other content with Content/Recording, distribute, exhibit, sell, transfer, license, sub-license, monetize and exploit the Content/Recording on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or retransmission of Content /Recording via terrestrial, satellite television, MMDS,SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (SVOD, TVOD, AVOD, NVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non-linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future. ii) You, Your Parent / Legal Guardian do not and shall not have any right to receive or claim any remuneration / compensation, fees at anytime whatsoever, towards the usage / exploitation of the Content /Recording by Viacom18 and /or any party authorized by

Viacom18 and further You hereby irrevocably grant and assign to Viacom18, free and clear of any and all claims, all of the rights and interests in such Content/Recording exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised including in commercial use.

## **8. Rules:**

In the event of large number of registrations, participation, the chance to be considered for Audition, subsequent auditions may be strictly on submission of the Audition Video on the Website on the first come first basis till closure of the Audition Closing hours. You acknowledge, agree and undertake to abide at all times by all the rules, regulations, terms and conditions for this Audition as laid down herein and as determined from time to time by Viacom18 (the "**Rules**"). You agree and acknowledge that the Rules, may be changed at any time by Viacom18 including but not limited to cancelling the Audition and/or the Program and/or introducing new rounds/levels and/or changing the format of the Audition and/or the Program and you will be bound by such altered / changed /new Rules/new terms and conditions. You shall be responsible to make yourself aware about the altered / modified Rules / term and conditions and shall continue to be bound by the same and Viacom18's decisions shall be final in matters concerning the same. Apart from this AuditionViacom18/Producer may at its discretion provide a chance for entry to the Audition for unregistered people also including but not limited to a foreign nationals provided all the terms and conditions are duly complied with. You will not raise any claim or dispute due to such change and nor shall Viacom18 be liable to bring the same to your notice or attention. In case you are selected for the subsequent audition / venue audition, You agree to maintain the decorum of the Audition venue and fill the requisite audition form/application form as required by the Producer or Viacom18 and the terms and conditions contained herein and such additional audition form / application form shall govern your participation in the subsequent rounds of audition and the Program (if selected). Further the instructions of the Producer shall be adhered to strictly. Any Applicant/Participant who acts in contravention to the instructions of Viacom18/Producer or is found creating nuisance either to Viacom18/Producer or the other Participants shall immediately be disqualified from participating in the subsequent audition / venue audition. You agree that only the final shortlisted Participants will be contacted directly by Viacom18's representatives for every subsequent round of audition and selection in the Program and Viacom18/Producer shall not entertain any correspondence by any Participant/person /party in this matter at anytime. In case of group participation, even if one of the Participants fails to comply with any of these terms and conditions and/or Rules, then Viacom18 / Producer may, at its sole discretion disqualify such group at any point of time, from further participation in the Audition/subsequent rounds of audition / Program, without any liability to any member Participant within such group. The Participants within a group shall not have any right to raise any claim / objection against Viacom18/Producer's decision to disqualify / reject the entry of such group at anytime. You shall comply with all the applicable laws of India and /or any other applicable laws, rules and regulations in relation to Your act/participation/performance in the Audition and/or the Program and shall solely be responsible for the same at all times.

## **9. By virtue of registration, the Applicant hereby agrees to the following conditions and undertakes as follows:**

- i. The Applicant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Applicant.

- ii. The Applicant confirms that he/she is an adult and is entitled to enter into a valid agreement. The Applicant acknowledges that he/she has voluntarily chosen at his/her free-will and own wish to participate in the Auditions and is willing to bear all risk, costs & consequences arising from such participation in the Audition and/or the Show. The Applicant will be responsible to obtain at its own cost all requisite permissions including but not limited to valid visa, work permit, Overseas Citizen of India card, registration under Foreigner Regional Registrations Offices etc. in relation to participation in the Program or any other document as may be required for participation in the Audition and/or the Program, in consonance with the laws of India and/or any other documents, declarations as may be required by the Organizer from time to time. Further that, the Organizer shall have the sole and unfettered right/authority (at its discretion) to disqualify any Applicant from Audition or participation in the Show (at any point) if the Applicant fails to comply with the provisions as mentioned hereinabove (as per this clause).
- iii. By submitting the Information, the participant hereby waives all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations that the participant will have with respect to the use of the Information furnished by participant on the Website. Company may use the Information for sending out commercial information and/or for other commercial, publicity or promotional purposes.
- iv. The Applicant represents that he/she is medically fit and is not suffering from any ailment / disease (including heart ailment, blood pressure, final stages of pregnancy, etc.). It shall be the sole responsibility of the Participants to be medically fit for participation in the Audition and the Program. The Applicant represents that the Applicant does not have any present or past psychological problems. If in the past he/she has had any psychological problems or physical challenges or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems the same has been disclosed to the Organizers in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Audition and/or the Program.
- v. The Applicant represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary under Indian laws and/or under applicable laws of the jurisdiction/ territories in which the Applicant is residing, which has not been disclosed to the Organizers. That the Applicant is not required to be present before any authority including police or any court of law (under any jurisdiction/ territory of the world) for a term of twelve (12) months from the date of application and has no other disability which would prevent his/her participation in the Audition or the Show (if selected).
- vi. Employees of the Organizer and/or their associate and affiliate companies/the respective sponsor(s) on all feeds of Colors Channel, will not be qualified for the participation in the Audition and requested not to register for the same.
- vii. The registration does not guarantee the selection or participation of the Applicant in the Audition and/or the Program and such selection shall be as per the sole discretion of Organizer at all times. The Application shall not and waives any right to question the selection/evaluation process, non-selection of the application and/or the selection of any other applicant.

- viii. The number of Applicants / Participants to be selected through any and all the Participation Mechanism and the number of Participants who shall be finally selected for the Show shall be at the sole discretion of the Organizer at all times and decision of the Organizer shall be final and binding.
- ix. In the event of large number of registrations, the chance to be auditioned may be strictly on submission of the application on the first come first basis till closure of the Audition Closing hours. No further requests for Audition shall be entertained by the Organizer. The Organizer reserves its right to reduce / extend the Audition Period as per its discretion at any point of time.
- x. The final participation in the Program shall be subject to the Applicant being selected and the execution of a written agreement with Viacom18 upon the terms and conditions as mentioned therein.
- xi. The participation at the Audition (including the Audition Videos) or the Program by the selected Applicants shall not be obscene, vulgar, have racial or religious connotations.
- xii. Organizer shall have the sole discretion to discontinue/cancel the Audition and/ the Show at any point of time and the Applicant shall not raise any claim due to such discontinuation or cancellation at anytime whatsoever.
- xiii. Taking part in the registration process shall be deemed to be consent by the Applicant to receive promotional messages about the shows and programs of the Organizer and messages relating to the Show from the Organizer or any third party so authorized by the Organizer.
- xiv. In the event of any violation to the aforementioned or in case it comes to the knowledge of the Organizers that the details submitted by the Applicant in the application are not correct, the Applicant may immediately be disqualified from being considered to be a Participant for the Auditions and shall solely remain liable for any action (criminal/civil) arising there from.
- xv. Participant undertakes not to use any copyrighted / copyrightable material(s) (including music and sound recordings) in their dance video unless, the Participant has obtained all requisite permissions / approvals / licenses from the relevant authorities / parties and shall be responsible for payment of royalties for use of such material(s) for the purposes of this Contest (including but not limited to uploading of the material on the Website of the Website).
- xvi. The Applicant hereby agrees to indemnify the Organizers, its affiliates, sponsors, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any representations, misrepresentations or concealment of material facts.

## **10. Other Terms**

- i. If for any reason the Audition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, on the Website and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Audition, the Organizers reserve the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the entry /Audition process, and to cancel, modify or terminate the Audition or any part of the

Audition. Further, the Organizers reserve the right to take legal action against such Participant who has committed a breach under the Cyber laws (Information Technology Act, 2000 and all its amendments thereof) and/or any other laws as may be applicable from time to time and the Organizers shall be entitled to such remedies in law as applicable.

- ii. The Organizers shall not be held responsible in the case of a server shut-down or loss of Participant's Audition video / data.
- iii. The Organizers shall not be responsible for any delay in receipt or non-receipt or incomplete receipt or corrupt receipt of Audition video / other details of the Participant. The Organizers shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Audition video/content. Further, The Organizers shall not be responsible and/or liable in any manner whatsoever in case the Participants are unable to register their entry and participate in the Audition due to failure on part of the internet service provider, facility provider, etc. Shortlisted entries shall be intimated as per the contact details given. The Organizers does not accept any responsibility for any incorrect and/or incomplete communication detail provided and/or delay in receipt of communication and/or non-receipt of communication.
- iv. The Applicants shall report to such venue as may be informed by the Organizer at the date and time so mentioned and any delay in reporting shall automatically disqualify the Applicant from participating in the Audition.
- v. The cost of travel and accommodation for attending the "Venue Auditions" (if any) at a place as informed by the Organizers shall be borne solely by the selected Applicants and the Organizers shall not be liable for the same.
- vi. All the final selected applicants shall be required to execute an agreement or sign a form containing terms and conditions as required by the Organizers before permitting the participation in the Show. The Organizer may announce another Applicant in place of the originally shortlisted entries, inter-alia if:
  - a. the documents or details of the Applicant are not correct in the opinion of the Organizer;
  - b. documents so required are incomplete, misleading or untrue;
  - c. the documents, including the driving license, passport, etc. required for the purpose of participation in the Show are invalid, expiring or not acceptable in the opinion of the Organizer or
  - d. the Applicant does not sign the confidentiality, release letter, no objection certificate or any other documents required, if any, by Organizer in relation to the Show.
- vii. The Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under any law to enter into an agreement with the Organizer as the case may be and/or to participate in the Audition.
- viii. All Applicants/Participants shall maintain the decorum of the Audition venue and shall abide by the rules and regulations thereof. Further the instructions of the Organizers shall be adhered to strictly. Any Applicant/Participant who acts in contravention to the instructions of the Organizers or creating nuisance either to the Organizers or the other Applicants shall immediately be disqualified from participating in the Auditions.



- ix. The Applicants shall at all times make themselves aware of the selection process and all details regarding the Show which he/she might be informed of or which he/she might learn or come to know of as an Applicant/Participant in the Audition or as a short listed potential Applicant. The Applicant/Participant shall at no time communicate to any third person or the media or give any interviews on his/her participation in the Audition or potential participation in the Show without prior written consent of the Organizers.
- x. The Organizers reserve the right to change/ modify the terms and conditions and/ or criteria of the Audition and/or for participation in the Programme at any time at their sole discretion, without any prior notice and without assigning any reasons for the same. The Participants shall make themselves aware of any change in the terms and conditions of the Audition by visiting the Website from time to time. The Organizers shall not be responsible or liable towards any Participant and/or any third party for the same.
- xi. The decision of the Organizers in connection with the Audition shall be final and binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Organizers shall be final and binding on all concerned.
- xii. The selected Applicants shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, and enquiries on the manner of conduct /evaluation and/or selection criteria of the Audition from any person /party whatsoever.
- xiii. Apart from the prospective entitlement to be part of the television reality show "Rising Star" subject to selection and written intimation by the Organizers to such selected Applicant(s) (as decided by Viacom18 as per its sole discretion), the Applicant/selected Applicant or his/her legal heirs will have no other rights or claims against the Organizers/affiliates/sponsors, etc. Further, Viacom18 has the sole, unfettered and absolute discretion to select for participation in the Program and that Viacom18's decision in this regard is final and absolute. The selection criteria indicated herein is indicative and Viacom18 retains absolute right and discretion to decide on the issue of final selection and entry into the Program.
- xiv. The Organizer shall not be liable for any loss, injury, mental/psychological Issues like anxiety, depression, stress etc. or even death caused to the Applicant during his/her participation in the Audition or the Program.
- xv. The Organizer will also not be liable for any loss of earnings, employment, and opportunity and/or otherwise caused to the Participant and arising as a result of his/her participation in the audition or the Show, if selected.
- xvi. The Applicant understands that getting shortlisted in the Audition is **only a preliminary step** towards participation in the Show and it shall be the absolute and sole discretion of the Organizers and Viacom18 to allow participation based on creative requirements and the Applicant acknowledges this right of Organizer without any dispute or claim. Even after final selection for the Show, the Organizer shall have the absolute right to replace any of the Participants as per their discretion and creative requirement.
- xvii. All Applicants shall have to carry a copy of a document identifying his/her citizenship, residential status and valid proof of his/her permanent and current address, age, nationality, etc. and such documents as may be required in order to be eligible to participate in the Audition and participation in the Show.

- xviii. The Applicants should not be legally barred from traveling to any such places as may be required as a part of the participation in the Show nor should have any criminal records under any law or such other issues hampering participation in the Show and undertakes to declare the same at the time of audition and participation in the Show, if selected, and hereby agrees that the Organizer shall have sole authority at its discretion to disqualify any Applicant from the audition or participation in the Show at any point of the Show.
- xix. All registrations shall be subject to completion of the procedures by the Applicant as per instructions given by the Organizer or the authorized representatives of the Organizer. The Organizer shall not be liable for any failure of receipt or incomplete registrations. The Applicant shall retain the registration code, if any, duly completed registration form and provide the same on demand at the Audition venue along with necessary identity documents and proof of age. The Organizer may disallow entry to the Audition in the event the Applicant is not able to provide/ produce the registration code, if any, duly completed registration form or the documents as required. On verification, if any of these documents are not found to be in order, the participation of the Applicant/Participant to the Audition or the Show may be terminated immediately by the Organizer without any liability.
- xx. Apart from the registrations, the Organizer may at its discretion provide a chance for entry to the Audition for unregistered people also including but not limited to a foreign nationals provided all the terms and conditions are duly complied with.
- xxi. Participation in this Audition implies acceptance, without protest, of all the rules set forth by the Organizer for the Audition and the Terms and Conditions herein contained. Acceptance of the Terms and Conditions by the Applicant irrespective of such participation leading to final selection or not, constitutes permission for Organizer, and its affiliates to click photographs, record videos of the Applicant and use the Applicant's name, photographs, likeness, voice, audio-video, comments for advertising and promotional purposes in any mode, media, format, medium for worldwide territory for purposes of advertising and trade without any compensation whatsoever.
- xxii. On request of the Organizer, the Participant shall also make arrangements for the Organizer to have access to his/her residence, work place, favorite hangouts, pets, etc. and obtain necessary permissions from his/her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
- xxiii. Any photographs, Audition videos, audio visual recordings, audio / video clips, performance executed (including audio and video),musical recordings including (audio and video) etc. provided/submitted by the Participants to the Organizers and/or recorded by the Organizer during the Audition including the Audition videos/content/materials uploaded by the Applicant on the Website during the registration procedure including any content created / uploaded on the Website after the Audition Period in relation to the Auditions ('Content') shall on submission/creation become the property of the Organizers and accordingly all intellectual property rights including copyrights in the Content shall vest with the Organizer and shall be available to the Organizers for exploitation throughout the world in perpetuity. The Participants agree that the Organizers shall have complete, unfettered and exclusive exploitation rights in and to the Content and have all the rights to exploit, distribute, exhibit, sell, transfer, license, sub-license, monetize the Content and exploit the Content on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any

other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Works via terrestrial, satellite television, MMDS, SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (NVOD, SVOD, TVOD, AVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non –linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, Embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

a) The Organizers shall not be obliged to exploit the Content Recording (if made) at any stage including in the final version of the Programme. Participant agrees and acknowledges that Viacom18 has exclusive creative prerogative in respect of the Programme and the nature and manner of editing of the Programme shall be as per the sole creative discretion of Viacom18. All rights to edit/modify the Content and integrate other content /materials with the Content for the purpose of exploiting the Content and/or for creating promos for marketing and promotional purposes.

b) The Participant does not and shall not have any right to receive or claim any remuneration / compensation, fees at any time whatsoever, towards the usage / exploitation of the Content by the Organizer and /or any party authorized by the Organizer and further the Participant hereby irrevocably grants and assigns to the Organizers, free and clear of any and all claims, all of the Participant's rights and interests in such Content exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised.

xxiv. The Applicant shall ensure that the photos or Audition Videos including the statements, comments, remarks made by the Applicant in the video submitted by him/her in any public domain or their performances are not obscene, vulgar, defaming, derogatory or objectionable, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person and shall not infringe copyright, right of privacy or any other rights whatsoever of any person nor violate any applicable laws. Further, the Applicant shall be solely responsible to obtain all necessary permissions, licenses, approvals etc. as may be required prior to submitting the Audition Video(s) to the Organizers and any third party claims/objections received if any shall be solely resolved by the Applicant without involving the Organizers in any manner whatsoever.

xxv. The Applicant expressly agrees that in addition to these terms and conditions the Applicant shall comply with any terms and conditions that may be stipulated by Viacom18 and/or its parent, subsidiary, and affiliate companies in relation to the Audition and Show and any other rules, regulations, policies, etc. In the event of any violation to the aforementioned, the Applicant may immediately be disqualified from taking part in the Auditions and shall solely remain liable for any action (criminal/civil) arising therefrom.

- xxvi. The Applicant hereby represents and warrants that he/she will comply with all the rules associated with the Audition and Show including but not limited to the Terms & Conditions mentioned herein and associated with the Audition and Show, and that the Applicant shall personally be liable for any breach thereto.
- xxvii. Under no circumstance, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Applicant/Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Applicant / Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Audition/Show.
- xxviii. The Applicant/Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video, audio visual tape taken during the Audition, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all mode, media, forms, including but not limited to radio, broadcast and television, newspapers and magazines, internet and mobile, and/or any mode and form of exploitation whether now existing or devised in future, at any time without the Applicant/Participants further knowledge or consent.
- xxix. The Applicants / Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Audition. Any knowledge of such an act shall lead to immediate disqualification of such Applicant/Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
- xxx. The Applicant agrees to indemnify and hold harmless the Organizers, their affiliates and the Organizers' partners, sponsors, contractors and each of their respective employees, officers and agents from and against any claim, payment of royalties in the territory, loss, liability, damages, cost (including legal costs) of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach by the Participant of any representations, misrepresentations or concealment of material facts and/or the Participant's actions or omissions while participating in the Audition or the Show and/or breach of any terms of this agreement, warranty, performance and/or any of the terms and conditions as stated herein or in event if any of the Organizers' rights get affected in any manner whatsoever. In the event of any claim, the Applicant will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If the Applicant is not diligently and continuously pursuing this matter, the Organizers may take such action on behalf of itself and/ or as attorney for the Applicant, to adjust, settle, defend or otherwise dispose of such claim, in which case the Applicant shall, reimburse the Organizers for any costs and penalties incurred thereof or such other indemnity in the amount thereof. In addition to the above indemnities by the Applicant, the Applicant waives any right of inspection or approval of or, in and to any Audition video /content and/or video shoot and/or recording and exploitation of the same by the Organizers in any manner whatsoever. The Applicant also agrees to fully indemnify the Organizers, its directors, representatives, employees, agents, parent, affiliates, subsidiaries, group companies, etc. if there is any claim/dispute/damage (of any nature whatsoever) raised in connection with the Applicant's contribution/participation in the Audition /audio/video shoot and the Applicant undertakes and warrants to resolve the same without involving the Organizers in any manner whatsoever.

xxxi. The terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and the Courts of Mumbai, India shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this terms and conditions.

**I AND/OR ALL THE GROUP MEMBERS OF THE GROUP (AS THE CASE MAY BE) HEREBY AGREE, CONFIRM AND DELCARE THAT THE INFORMATION I/WE HAVE PROVIDED/SUBMITTED HEREIN IS TRUE AND CORRECT AND I/WE FURTHER AGREE THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR MY/OUR APPLICATION/PARTICIPATION AND I/WE HEREBY CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME/US, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I/WE SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY VIACOM18, IT'S AFFILIATES, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARENTS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME/US AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.**

Note: Participation in the Audition(s) by participants who are less than 18 years ("Minor") will be deemed as participation with the prior consent and knowledge of the respective participant's Parent/Legal Guardian. All undertakings of the Participant (who is a Minor) shall be deemed to be accepted by the Parent/Legal Guardian on behalf of such Minor and the terminology 'Applicant/Participant' used for the purpose of undertakings (as mentioned herein) shall mean Parent/Legal Guardian of such Minor.

