

## TERMS AND CONDITIONS FOR WEBSINGER

1. These terms and conditions govern, amongst other issues, the terms of participation and use of all data and information collected by Fame Digital Private Limited and its related companies (hereinafter referred to as "Company") for the Program (as defined below).
2. *Websinger* ("Program") is an online talent hunt/musical contest. Company is committed to discovering and promoting the best emerging talent on the digital video platform. The Program will achieve this objective, by giving talented singers a once-in-a lifetime opportunity to perform and exhibit their talent. *Websinger* is a 12-15 months long Program, which will have 6 themes/cycles in total, where each cycle will be approximately 02 months duration. Each cycle may have a different mentor. The last (6<sup>th</sup>) cycle will have the winners of previous cycles compete against each. Voting and/or selections shall be based on the final decision and discretion of the Company and/or the mentors. Details of the process may be found on the following URL: <http://www.livfame.com/websinger/>, deemed incorporated herein by reference.
3. By entering the Program:
  - a. You acknowledge that you have read and understood these terms and conditions of entry (the *Terms*) which include information on how to enter, how the winner will be determined, the prizes, and how personal data will be collected, retained, used and shared;
  - b. You expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
  - c. You confirm that you do not breach any law or violate any third party rights by entering the Program.
4. The Company will not be responsible for any Participant entering the Program unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local laws before entering the Program; the Company shall not be liable for the same.
5. The Program will require the Participant(s) submit their Entry Submission by either sending their audition videos to [pritam@livfame.com](mailto:pritam@livfame.com), or can upload their audition videos on [www.livfame.com/websinger](http://www.livfame.com/websinger) to participate in the Program. "Entry Submission" is defined as audio-visual video clip in which the Participant is performing/singing any song for the purposes of audition. Entry Submission can be audio-video clips of only vocal performance, or with instruments.
6. The Participant should make sure that the song/image/photo/video/text and the words, if any, used in the Entry Submission doesn't hurt any religious sentiments, any community or people from a targeted geographical location and shouldn't violate any person's rights.
7. The Company reserves the right, in its sole and absolute discretion, to:
  - a. Amend or vary any of the Terms at any time without prior notice and by entering the Program you agree to any such amended Terms.
  - b. If the Company amends or varies any Term relating to the collection, retention, use and/or sharing of personal data that has already been collected.
  - c. Terminate or disqualify any Participant's entry for the Program or reclaim the offer at any time if it is the opinion of the Company that there has been a breach of any of the Terms by such Participant whether discovered during or after the end of the Program.

### Entry to the Program

8. Entry to the Program is open to anyone who is aged 18 years and above on the date of entry.
9. Notwithstanding the above, where your entry in the Program is prohibited or restricted by law or otherwise in your place of residence, it shall be completely void and Company shall not be liable.
10. The Entry Submission entries submitted for the Program by the Participants must be in accordance with the terms and conditions of the Program and participants shall be shortlisted on the discretion of the Company/Mentor/Judges.
11. The Entry Submission for the auditions shall be so done under an irrevocable, royalty free license to use it in any medium anywhere in the world for limited and reasonable use by the Company for promotional and advertorial purposes, and each Participant hereby expressly grants such license..
12. Company has the right but not the obligation to use the Entry Submission and the Company's decision will be last and final.

13. Company shall make best endeavor's to give credit to the author/owner of the Entry Submission, but Participant/applicant acknowledges that Company may not always be able to do so due to editorial or other reasons, determined in Company's sole discretion.
14. Submission of an entry by itself does not entitle any gratification, shortlisting or a win.
15. Participant shall be solely responsible for any infringement, passing-off or violation claims, and hereby promises to keep the Company, its officers, employees, agents and sponsors fully indemnified for the same.
16. Each Participant can enter the Program just once for himself/herself.
17. No purchase or payment is necessary to enter the Program. Employees of the Company and their immediate families and of any related companies, sponsors and/or advertising agencies will not enter the Program.

#### **Participation & Winners**

18. The Entry Submission entries for the 1<sup>st</sup> cycle of the Program must be uploaded within the term commencing from and valid until such date as may be published on the Company website (the **Cycle Period**). The Cycle Period is subject to change at the absolute discretion of the Company. A Participant may send Entry Submission even after the Cycle Period expires, but such Entry Submission might be considered by the Company only in any subsequent edition of the Program (if organized).
19. The Company shall not be responsible if any Entry Submission is not submitted or is lost due to any network problems such as breakdown of machinery, unclear network, and disruption in the network and/or the cost(s) charged by the network operator(s). Any dispute in connection to the same shall be settled between the Participants and the telecom network operator without involving the Company.
20. The Entry Submission liked and appreciated by the Program team of the Company along with the mentor of the cycle, in their sole, collective discretion, shall be selected for a final shortlist of participants. *Provided however: a basic and necessary criteria for being selected as a shortlist will be the capability and availability of the Participant to sign, execute and subject himself/herself to a separate and a long form definitive contract with the Company in the event of them becoming one of the finalists (and eventual winner amongst the finalists).*
21. The shortlisted Participants will be announced by the 3<sup>rd</sup> or 4<sup>th</sup> week and/or post the call for entries are announced for each individual cycle. However, the date of announcement of shortlisted Participants shall be subject to change in the light of change in the schedule of the Program.
22. The Company shall not be liable in any way for any failure or breach by any party in connection with the Program and/or offer and accepts no responsibility for any loss suffered by a Participant.
23. The Company will have no liability to a Participant who is unable to attend or take part in the Program for whatever reason and the Company shall be entitled to disqualify, and at the discretion of the Company replace, any such participant from the Event at any time without providing an explanation to the Participant(s).
24. The Participant(s) of the Program may, at no cost to the Company, be requested to participate in public relations events tied to any Program related campaign, to generate press coverage. This may include, but not be limited to, images/photos given for inclusion in press releases and press conferences, interviews, photographic shoots, etc.
25. The Company may request Participants to participate in offline and online activities relating to the Program and its promotion, including without limitation web-casts, interviews and participation in so-called 'chat-rooms'. However, there is no obligation on the part of the Company to record or broadcast or upload any part of the Program in which a Participant has appeared or any part of his / her contribution.
26. By participating in the Program, the Participant(s) agree to the use of their image/photo, name and/or likeness, without any compensation, by the Company and/or any party authorized by the Company, as per the terms hereof.
27. Except the Entry Submissions, all performances of the shortlisted participants in the Program, including its audio-visual recording and production by Company, shall be the sole intellectual property of the Company. Subject to applicable laws, the performances and work-products of the shortlisted and final participants shall be deemed to be assigned to the Company, in perpetuity, throughout the world and in all media, and the Company is hereby assigned full ownership of the same. Such assigning Participant

acknowledges the receipt of full and sufficient consideration for the foregoing. Participant agrees to execute such further documents as may be required to fortify the foregoing covenant/assignment.

28. By entering the event, you expressly agree to the Company's Data Policy, which is set out below.
29. Participants will be required to bear their own expenses for travel, food and beverages and accommodation to and from Mumbai.

### **General**

30. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.
31. The Company shall not assume any responsibility for incorrect or inaccurate capture of Participants' information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
32. If, for any reason, the Program is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Company which corrupts or affects the administration security, fairness, integrity or proper conduct of the Program, the Company reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Program.
33. The Company is not responsible/liable for any IP infringement by the Participant(s) with respect to any submissions and/or performance by the Participant(s) on any other platform.
34. The law applicable to the Terms is the law of India and the courts of the New Delhi will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Program.

### **DATA POLICY**

Your entry into the Program requires you to provide certain personal information (which may include, but is not limited to, your name, email address and/or telephone number) ("**Data**"). If you do not provide your Data, your entry into the Program will be invalid and you will not be able to participate in the Program.

This data policy describes how the Company will deal with your Data.

### **Retention of Data**

1. The Company:
  - a. will not retain the Data longer than is necessary for the fulfillment of the purpose for which the Data was provided;
  - b. will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction; and
  - c. may store, share and/or transfer the Data with third parties both within and/or outside the country in which you reside or in which the Data was collected.

### **Use of Data**

2. The Company:
  - a. may use the Data for purposes of the Program. This may include displaying the Data on or through the internet or any media medium;
  - b. may use the Data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as the Company sees fit, including but not limited to the promotion of the Company's business, products and services;
  - c. may provide the Data to such affiliates and unaffiliated third parties as the Company may reasonably require for the purposes of this Program (including but not limited to agents, contractors, Companies, service providers, prize suppliers and as required by applicable law);
  - d. will not use the Data for any purpose other than those specified above.

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3. In relation to 2(b) and 2(c) above, you hereby consent to being sent promotional and/or marketing material and/or offers via email, sms, direct mail, telephone or otherwise from Company, its affiliates and unaffiliated third parties.