

TERMS AND CONDITIONS GOVERNING PARTICIPATION IN SHARK TANK SEASON 4

I. CONTEST DESCRIPTION:

"**Shark Tank**" is a reality television series that provides entrepreneurs an opportunity to present their business ideas to a panel of investors or "Shark/s", who decide whether to invest in their business at their own free will. The show is primarily in Hindi language which is being produced by and broadcasted and/or published, as the case may be, by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("**Company**") on the television channel 'Sony Entertainment Television' ("**Channel**") and/or Over-the-top ("**OTT**") digital platform 'SonyLIV App', which are owned by the Company and/or its affiliates.

II. DEFINITIONS:

1. "**Auditions**": means the online/ground auditions held on certain dates and/or cities as informed to the selected Contestant(s).
2. "**Auditionee(s)**": The Registrant(s) who is selected for participation in the Auditions.
3. "**Back-up Contestant(s)**": The Auditionee(s) selected to participate in the shoot round of the Show, only in case any selected Contestant(s) does not appear for the shoot at the Studio, for any reason.
4. "**Company/CMEPL**": Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) and/or its affiliates, group companies, associates, successors, licensors, assigns, sponsors, its agents, representatives, its employees, officers, directors, contractors, sub-contractors, partners and/or the organizers of the Show.
5. "**Contestant(s)**": The Registrant(s), Auditionee(s), Back-up Contestant(s) all collectively referred to as "Contestant(s)".
6. "**Contributor**": Any person other than the Contestant(s), who participates, attends, and/or is present at any of the Auditions, the Studio, and/or the Show.
7. "**Episode**" An episode of the Show.
8. "**Registrants**": Any person(s) who participates in the Show and who (i) is above eighteen (18) years of age as on June 20, 2024; (ii) is a citizen of India, residing in India (iii) is of sound mind and health (iv) must enter the Show on their own only and entry(ies) by proxy will not be accepted, even for their family members (v) is not a Shark/s or any entity substantially owned or controlled by any Shark/s ("**Shark Entity**") (vi) should not have been convicted of civil or criminal charges pending against them or any other disqualifications (vii) must voluntarily submit to background check (viii) enters the Show in accordance with the Terms and Conditions stated below. Employees, vendors (including auditors), agents and promoters (including their immediate family members) of the Company, and of its divisions, affiliates and subsidiaries, and others associated with the Show in any manner; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi, are ineligible to enter the Show. In case they do participate or register to participate by misrepresentation, the Company shall in its sole discretion disqualify and discontinue such participation, and initiate necessary corrective and remedial actions against such breach by the Contestants. Any reference of 'You' or 'you' under these Terms and Conditions (as defined) shall mean and construed as Registrant or Registrants. as the context may require.

Please note – In case an individual who is below the age of 18 years as on June 20, 2024 wants to submit a business idea, his/her Legal Guardian and/ or Parent can submit the entry on their behalf.

9. **“Terms and Conditions”**: These Terms and Conditions governing the participation of the Contestants on the Show, stated herein in entirety including any schedules or annexures hereto, as may be amended by Company from time to time.
10. **“Seasonal special/s”**: Any Episode/s of the Show specially recorded to celebrate a specific time of year.
11. **“Schedule”**: An Episode or a set of Episodes to be recorded and/or recording dates as pre-determined by the Company.
12. **“Shark/s”**: The panel of investors/venture capitalists that will be evaluating and investing in the Contestant(s) business
13. **“Show”**: means and includes Each Episode of the Show (including any Seasonal special/s) that is telecast.
14. **“SonyLIV App”**: means the application owned and hosted by the Company where Registrants can register for the Show.
15. **“SonyLIV.com”**: means the website owned and hosted by the Company where Registrants can register for the Show.
16. **“Shark Tank Microsite”**: means the microsite within SonyLIV App where the Registrant can register for the Show by filing the form and uploading required documents.
17. **“Studio Part”**: That part of the Show, which takes place in the Studio whether or not part of the Show.
18. **“Parent”**: shall mean the natural parent of the Registrants being his or her biological Father or Mother and shall include persons who take the legal responsibilities of the child as parents on account of adoption or as foster parents. In either case, the relationship shall have to be established by way of proper documentation and the Company shall have the sole discretion to decide about allowing such Registrants. In case of a minor wherein the Parent register for the Show on the minor’s behalf, a reference a Registrant or Auditionee or Contentant(s) or Back-up Contentant(s) under these Terms and Conditions shall interpret to include their Parent as well.
19. **“Legal Guardian”**: means such guardian as appointed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890. Any other claim for Guardianship shall have to be established by way of proper documentation and the Company shall have the sole discretion to decide about allowing such Registrants. In case of a minor wherein the Legal Guardian register for the Show on the minor’s behalf, a reference a Registrant or Auditionee or Contentant(s) or Back-up Contentant(s) under these Terms and Conditions shall interpret to include their Legal Guardian as well.

III. PROCEDURE TO PARTICIPATE IN THE SHOW:

Phase 1 – Registration and Application

- a) Call for registration will be aired each day during the promotions of the Show on the Channel, beginning from June 20, 2024, unless otherwise determined by the Company at its own discretion. In order to participate, the interested viewers have to register on the SonyLIV App and Shark Tank Microsite and fill in the Registration and Application form (includes details and executive summary of the business/business plan) during the period of June 20, 2024 to July 22, 2024 (Registration Window). The Registration and Application form should have been completed on or before closing of the Registration Window in order to be considered as a valid entry (**“Valid Entry/ies”**).

- b) In case an individual wants to submit more than one business idea, he/she can do so by using different mobile numbers registered under his/her name following the above-mentioned registration procedure.
- c) Once you have submitted the Registration and Application form, no changes can be made to the same. Kindly ensure that you read the form and fill in the details carefully. Once you click on the submit button, you will get a confirmation screen confirming the registration.
- d) In case of a minor Registrant, all the Terms & Conditions stated herein shall deem to apply on the Parent/Legal Guardian of the Minor and the Parent/ Legal Guardian of the minor Registrant shall be bound by all the Terms and Conditions on behalf of the minor Registrant at all times.
- e) The Parent/ Legal Guardian shall be asked to sign additional documents and submit documents for purposes of verification, at the Company's discretion. Any failure to provide the documents or sign the documents required by the Company by the Parent/ Legal Guardian would lead to disqualification of the minor Registrant.

Phase 2 – Detailed Q&A (Business & Personal Profile)

- a) From among all the valid Entries received in Phase 1, a total of approximately 7000 Registrants will be shortlisted after review of complete application forms. The no. of Registrants shortlisted may be changed by the Company, at its own discretion.
- b) In this phase, a detailed Q&A will be conducted with the Registrant about their business and personal interview between July 02, 2024 to July 31, 2024.

[Note: Timelines and number of shortlisted applicants are subject to change based on degree of participation, technical issues, force majeure reasons, etc.]

Phase 3 – In-person /Online Audition

- a) A total of approximately 800 Registrants will be selected from Phase 3 to audition for in person or online round. The no. of Registrants shortlisted may be changed by the Company, at its own discretion.
- b) The Audition will take place on-ground or online via a video call as may be decided by the Company and informed to the Auditionees.
- c) The on-ground audition will be conducted in Delhi, Mumbai, Bengaluru and Kolkata. On-ground auditions will be held between July 22, 2024 to August 18, 2024. The dates and cities for the On-ground auditions are subject to change based on degree of participation, technical issues, force majeure reasons, etc. Company shall have complete discretion in this regard.
- d) A jury panel will evaluate all the Auditionees on the basis of certain pre-defined parameters.
- e) The Registrants who confirm their attendance for the Audition Period and the Shoot Period during this phase are eligible to proceed further.
- f) Company's authorized representatives will have the final right to refuse registration/eligibility at the Company's sole discretion.
- g) Subject to completion of formalities as prescribed by Company, the Auditionees will have to go through the Audition which may comprise of several rounds. If the Auditionees fail to complete, then he/she shall be disqualified from further participation.
- h) All Auditionees have to complete this phase to move to the next round. It is necessary for the Auditionee to have good internet connectivity and a smart phone or similar device throughout (in case of online Audition rounds) to be eligible for further processing. No disputes will be entertained arising out of issues of internet connectivity loss or non-availability of Registrant or non-availability of smartphone or similar device.
- i) The decision of the Company in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Company shall be final and binding on all concerned.

- j) The dates for any subsequent rounds of Auditions will be subsequently informed to the relevant shortlisted Auditionees.
- k) In case of on-ground auditions, the Auditionees will have to be present at the allotted Audition venue on the date and time allotted to such respective Auditionees along with the documents and photographs required (both in original and attested photocopy).
- l) Please note travel, accommodation and all other expenses in relation to the participation of the Auditionee, will be at the Auditionees' own costs and only the Auditionee will be permitted to enter the Audition venue upon submission of the above-mentioned documents and photographs.
- m) Late entrants may stand disqualified from the Audition process at the discretion of Company. Each Auditionee will be provided a unique registration number, which he/she must carry with him/her at all times while at the Audition. The Auditionees will have to sign the on-ground registration form along with the release form and any other documents as required by the Company in order to participate in the Auditions. Company's authorized representatives will have the final right to refuse registration/eligibility at their sole discretion.
- n) All Auditionees shall maintain the decorum of the Audition venue and shall abide by the Terms and Conditions thereof. Further the instructions of the Company shall be adhered to strictly. Any Auditionee who acts in contravention to the instructions of the Company or the Producers or creates nuisance either to the Company or to any other person, shall immediately be disqualified from participating in the Audition and the Show and shall be asked to leave the Audition venue.
- o) The decision of the Company in connection with the Audition including but not limited to short listing the Auditionees will be final & binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Company shall be final and binding on all concerned.
- p) The Auditions can be moved to an online platform to abide by the Central or State Government issued guidelines or regulations related to Covid-19 pandemic. In such cases, the Company will not be liable to reimburse any travel and accommodation expenses and/or any other expenses incurred by the Auditionees.
- q) In case of a minor Registrant, the Parent/ Legal Guardian who has submitted the Registration and Application form on behalf of the minor Registrant, need to be present with the minor Registrant. The Company will not allow the minor Registrant to audition in the event the Parent/ Legal Guardian who has submitted the Registration and Application form on behalf of the minor Registrant, is not present with the minor Registrant during the Online Auditions.

Phase 4 – Executive Pitching Round

- a) A total of approximately 650 Auditionees will be selected basis the in-person / online audition round (as the case may be) for executive pitching round of auditions. This round of Auditions will be conducted from the period commencing from August 13, 2024 through September 20, 2024.
[Note: Timelines and number of shortlisted applicants are subject to change based on degree of participation, technical issues, force majeure reasons, etc.]
- b) The timings for this round of Auditions will be intimated to the Auditionees and cannot be changed or modified to suit Auditionee's requirements.
- c) The Auditionees shall be making their business pitch to a panel consisting of business experts and representatives from the Company. The panel will select the final Contestants on the basis pitch made by the Auditionee, their business details as submitted in Application form and the recorded footages of the audition.
- d) In case of a minor Registrant, the Parent/ Legal Guardian who has submitted the Registration and Application form on behalf of the minor Registrant, need to be present with the minor Registrant. The Company will not allow the minor Registrant to audition in the event the Parent/ Legal Guardian who has submitted the Registration and Application form on behalf of the minor Registrant present during the Online Auditions, is not present with the minor Registrant during the Executive Pitching Round.

- e) After completion of Phase 4, a total of approximately 180 Contestants will be selected for the final shoot round.

Contentant(s) Contentant(s)

- i. The representatives of the Company (“**Representatives**”) will notify the selected Auditionees of their selection for the shoot round and ask for confirmation of their details (name, gender, date of birth and address), after which the Representatives will inform the selected Auditionee(s) of the shoot date and documentation requirements, based on finalized shooting schedules. The Auditionee is requested to carry a valid English/Hindi Identity proof and 3 passport size color photographs of the Auditionee to the Studio for the shoot. In case of non-availability of Auditionee or of his/her supporting documentation, further participation will not be permitted and the Auditionee shall be disqualified.
- ii. For the shoot, the Company may cluster the shortlisted Auditionees into different groups, based on creative requirements of the Show. No questions / queries will be entertained based on the same. The Company reserves the right to alter or modify the clusters without providing any reasons / justifications for the same to any person or Auditionee(s).
- iii. Upon confirmation by the selected Auditionee of his/her availability for the shoot round, he/she shall qualify for the said round.
- iv. The Contentant(s) will be permitted to bring along one companion for the shoot of the Episode. The Contestant(s) and his/her respective companion will travel at their own risk.
- v. The Company shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the Contestant(s) and one companion only who have confirmed attendance with the Company. The travel and stay arrangements will be made as per the Company’s policies and discretion and any request in this regard by the Contestant(s) or their companions shall not be entertained. However, in case of Contestant(s) residing in Mumbai, the Company shall not be responsible for making any accommodation arrangements.
- vi. All Contentant(s) hereby expressly agrees that they have read, understood and agree terms and conditions stated in Annexure A - Content Guidelines, Annexure B - Audition Release Form, Annexure C - Contentant(s) Release Form, and Annexure D - No Objection Certificate, attached herewith to these Terms and Conditions. The Company may require the Contentant(s) and their companion to sign additional forms, documents, undertakings, declarations any other similar documents prior to them attending the shoot, with regard to their participation in the Show. The Contentant(s) hereby agrees to sign all such documents that may be required by the Company (and require the companion to sign the same if so needed) and any refusal by the Contentant(s) to sign such documents shall give Company the right to disqualify such Contestant.

IV. GENERAL TERMS AND CONDITIONS

- 1. Participation in the Show by sending Entries in any of the aforesaid manner shall be considered to be acceptance of these Terms and Conditions.
- 2. These Terms and Conditions may be subject to amendment from time to time and as such participation in the Show would be considered acceptance of the amended Terms and Conditions.
- 3. There is no levy of an entry fee for participation in the Show. Any person who claims to be from the Company and asks the Contestant(s) for paying an entry fee for participation in the Show is defrauding the Contestant(s) and he/she should report this to the local police immediately. There are also no lotteries, prize monies, cash prizes etc. distributed by the Company or the Show. The only to participate in the Show is in the manner detailed hereunder and any person who claims to be from the Company and offers any lotteries, prize monies, cash prizes etc. to anyone is defrauding the person and he/she should report this to the local police immediately.
- 4. The Show is open to adult citizens of India i.e. only those who have completed 18 years of age as on June 20, 2024 and the citizen should be of sound health and mind. Persons must enter the Show on their own behalf only and Entry(ies) by proxy will not be accepted, even for their family members.

5. In case an individual who is below the age of 18 years as on June 20, 2024 wants to submit a business idea, his/her Legal Guardian/Parent can submit the entry on their behalf. In case of a minor Registrant, the Terms and Conditions contained hereunder shall be applicable to the Parent and/or the Legal Guardian as well. The Parent and/or Legal Guardian shall at all times be bound by these Terms and Conditions and shall also ensure that the minor Registrants abides by them. In the event the Parent and/or the Legal Guardian is unable to submit documents for verification to the Company's satisfaction or fails to sign any additional paperwork, as may be required by the Company, then the Company reserves the right to disqualify the minor Registrant. The Company reserves the right to require the Parent and/or Legal Guardian to submit additional documents at any time.
6. An Entry/ies is not transferrable.
7. Participation in the Show is voluntary, and the Contestant(s) hereby confirms to be present on such dates at the Audition, as may be communicated by the Company. Should the Contestant(s) fail to be available for the audition or the shoot of the Show, the Company reserves the right to disqualify or remove such Contestant(s) from the Show at its discretion without being required to offer any reasons whatsoever.
8. Employees, agents and promoters (including their immediate family members) of the Company, and of its divisions, affiliates and subsidiaries, vendors (including auditors) and others associated with the Show in any manner; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi are ineligible to enter the Show. In case they do participate or register to participate by misrepresentation, the Company shall in its sole discretion disqualify and discontinue such participation. Failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within a reasonable time upon request by the Company may result in disqualification.
9. The Company also reserves the right to disqualify a Contentant(s) incase a discrepancy is found to exist in the information furnished/provided/stated by the Contentant(s) during the conversation with the Company or any of the Company's sub-contractors and vendors in the Show, and/or in the information stated in the documents furnished by the Contestant.
10. All forms of video recordings and photographs whether audio, visuals, audio visuals or stills or images, are strictly prohibited by or at the instance of the Contentant(s) during the participation of the Contentant(s) for the Show, whether online or in-person, including but not limited to, pre, post and during registration process, auditioning round, executive pitching round, shoot rounds and any other rounds in relation to the Show.
11. The Company also reserves the right to disqualify the Contestant(s) and initiate necessary corrective and remedial actions against such breach by such Contestant(s), in case of any claim including third-party claims received by the Company, pertaining to product/services/idea/invention/business submitted/pitched/presented/informed/expressed/suggested by the Contestant(s). Contestant(s) agrees to indemnify the Company with respect to the same as per the terms of this Terms and Conditions.
12. The Contestant(s) hereby represents that he/she is not under any exclusive contracts with any other third party/ agency/production house either individually and/or with respect to the product/business proposal being pitched or submitted with the Company and/or is not under any kind of disqualification under law, as the case may be. The Company reserves the right to disqualify any Contentant(s) (s) who is under any such exclusive contracts or other disqualifications, and to initiate necessary corrective and remedial actions against such breach by such Contestant(s).
13. The Contestant(s) shall undertake, warrant and guarantee to the Company, that the Contentant(s) has the full legal capacity to participate in the Show in accordance with these Terms and Conditions.
14. By registering for the Show, the Contestant(s) represents that he/she is medically fit and do not have present or past psychological ailments. If in the past he/she has had any psychological ailments or have been under medication for any psychological anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Company in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Show. In the

event the Contestant(s) suffers from any medical conditions during the shoot, then the Company, will on a best endeavor basis provided reasonable medical assistance to the said Contestant(s). However, in the event such medical condition renders the Contestant(s) unfit for further shooting/participation in the Show, then the Company shall have the right to disqualify such Contestant(s) from further participation, and to initiate necessary corrective and remedial actions against such breach by such Contestant(s). If such Contestant(s) has won any prize money before any such disability, then the same shall be paid to the Contestant(s) in accordance to the process communicated by the Company.

15. Contestant(s) will not be confirmed for the Show if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Contestant(s) to be medically fit for participation at all stages. Nevertheless, the final decision regarding their participation in the Studio Part of the Show rests entirely with the Company. If the Contentant(s) suffers from any medical condition or is diagnosed with any medical conditions during the shoot of the Show, such that the Contentant(s) will be unable to shoot of the Show any further or his/her presence on the sets might put the others on the sets at risk of contracting the same medical conditions/issues, then the Company may choose to cancel such Contestants participation, at whatever stage the same might be.
16. The Contentant(s) hereby undertakes to adhere to all health and safety guidelines issued by the Company. The Contentant(s) shall ensure that the Contentant(s) follows and abides by all the instructions given by the Company with respect to the shoot of the Show including but not limited to all instructions issued by the Company or any production house designated by the Company with respect to the curbing the spread of the COVID -19 virus. The Company reserves the right to terminate the participation of any Contentant(s) at any stage in the event the Contentant(s) fails to follow any instructions of the Company with respect to the Show.
17. Where the Contentant(s) is required to travel for the Show, the Contentant(s) shall consider all factors of disruption in travel, quarantine, etc. due to COVID-19 pandemic or otherwise to be available for participation in the Show or the Audition. If the Company has reasons to believe that the Contentant(s) shows any symptoms of having contracted COVID -19 or any other communicable infections/diseases, then the Company shall have, in its sole discretion, the right to cancel their participation on an immediate basis, at any given stage and the Contentant(s) hereby agrees not to make any claims in this regard. The Company shall at no time be responsible for any medical expenses of the Contestant. The Contentant(s) hereby undertakes to keep the Company promptly inform in the event he/she is feeling unwell or has any symptoms of having contracted COVID-19 virus. Any delay or failure on part of the Contentant(s) to inform the Company of his/her symptoms can lead to disqualification.
18. The Company cannot be held liable in case any Contentant(s) contracts the COVID-19 virus during an audition or shoot even after the Contentant(s) has taken all necessary precautions and vaccination.
19. The Company shall be responsible for making arrangements or paying for the travel, lodging and food expenses of the Contentant(s) and for any of their companions for the purpose of the shoot. In case, the Company cannot make the arrangements then the Contentant(s) shall be required to make such arrangement themselves and such Contestants can claim reimbursement of the same, with prior approval from the Company. The Company is not responsible to cover these costs for any additional 3rd person or family members of the Contestant. The Contentant(s) shall be at all times responsible for obtaining all appropriate permissions to enable them to travel for participation in the Show and the Company shall not be responsible for the same at any time
20. The Contentant(s) undertake to follow all Central or State Government issued guidelines or regulations related to Covid-19 pandemic. The Contentant(s) and their companions are advised to always abide by the advisories issued by the relevant Government with respect to social distancing and wearing masks for their own safety and for the safety of the other around them. The Contentant(s) agrees to participate in the Show at its own risk, and agrees to release the Company, to the maximum extent allowed by law, from any liability, direct or indirect, connected to or resulting from any Covid19 connected illness (or loss of life) that may be suffered by the Contentant(s) and/or any relatives of the Contestant.

21. In the event of delay or unable to make himself/herself available for the Show or in case of any force majeure event or any other reasons, the Company may either choose to reschedule the shoot for such Contestant, at its own discretion and shall not be under any obligation to do so, or the Contestant(s) may stand eliminated/disqualified at the discretion of the Company. However, the Contestant(s) understands that being unable to participate in the Show on the given date(s) due to any reasons would cause immense and irreparable loss to the Company and the Contestant(s) hereby unconditionally agree to indemnify the Company (including any other persons used by them in relation to this Show) with respect to the same as per the terms of this Terms and Conditions.
22. The Contestant(s) represent that he/she has not been accused or convicted or is otherwise involved in any criminal offence (including but not limited to acts of moral turpitude and harassment) and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the Contestant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company and has no other disability which would prevent his/her participation in the Audition or the Show (if selected).
23. The Contestant(s) acknowledges that he/she has voluntarily chosen to participate in the Show at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Show. It is a condition of entry and participation in the Show that the Contestant(s) has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing and/or merchandising contracts) or other arrangement for example with a management company or an individual to act as the Contestant's manager or the products thereof or in respect of his/her name, likeness, image or biography which might be in breach of the Terms and Conditions or otherwise prevent the Contestant(s) from participating in the Show or the broadcast, promotion, exploitation or sponsorship thereof.
24. During the Studio Part of the Show, Contestant(s) is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead. The Contestant(s) are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Show.
25. If entries are received for participation, it is assumed that the person sending in the entry has provided the Company with permission to send SMSs to him/her or call him / her, whether or not such sender is registered on the National Do Not Call registry. The Company will only contact the Contestant(s) on the mobile number provided by the Contestant.

Submitted Materials

26. The Contestant(s) will be required to furnish necessary documents supporting the business pitch/plan, such material will be considered as "**Submitted Material**" that is owned and controlled by the Contestant(s). The Contestant(s) confirms that such Submitted Material is (i) being submitted voluntarily by the Contestant(s) for further selection in the Show; (ii) it is original and is not based on any other material or source; (iii) the acceptance, storage, use and exploitation thereof will not violate or infringe any third party rights and (iv) The Contestant(s) has the right/authority to submit and to offer such material to the Company without obligation to any third party, and the consent of no other person or entity is required.
27. The Contestant(s) understands that the Submitted Material will be reviewed by the Company and any third-party agencies as may be hired by the Company with respect to the Show. For the purpose of the same, the Contestant(s) hereby expressly consents to the Company reviewing the Submitted Materials and sharing the same with third-party agencies, strictly for the purpose of the Show.
28. The Contestant(s) represent and warrants that it is their own responsibility to ensure that all of the rights in the Submitted Material have been properly secured and will not be prejudiced through their participation in the Show. Any disclosures made by the Contestant(s) relating to themselves or the Submitted Material will comply with all applicable legislation, including any securities law.

29. The Contentant(s) represent and warrants that he/she will not assert, maintain or assist other persons in asserting or maintain against the Company any claim, action, suit or demand of any kind or nature whatsoever related to the use of the Submitted Material, including without limitation those grounded upon copyright, trademark or patent infringement, invasion of privacy or publicity rights, breach of confidentiality, other civil rights or any other ground in connection with the use of the Submitted Material in the Show.
30. The Submitted Materials, business pitches, ideas, product details, shall, at all times, be in compliance with applicable laws, regulations, codes and other stipulations of India and shall not include any defamatory matter nor constitute contempt of court nor breach any provision of any applicable statute or any regulations including inter alia any law or regulation relating to obscenity, blasphemy or racism or breach of any representation, warranties or obligations of the Contestant(s) towards any third party. If the Company believes that the Submitted Materials, business pitches, ideas, product details etc. are illegal, in contravention with applicable laws or Contestant's agreements with third party(ies) agreements or societal norms, in bad taste, derogatory or in any manner contradicts with the policies of the Company, the Company shall have the right to disqualify the Contestant(s) at any stage and to initiate necessary corrective and remedial actions against such breach by such Contestant(s). The Contestant(s) shall keep the Company indemnified in this regard as per the terms of this Terms and Conditions.
31. The Contestant(s) understands and agrees that the details submitted by them regarding their business/product/idea/invention including the design, use, and operation thereof, may be publicly shown and described in detail on the Show. Such disclosure may adversely affect their interests in the business, including without limitation, the ability to prevent against theft of the business idea and the protection of the business idea through the acquisition of intellectual property rights, such as patents, trademarks, or copyrights.
32. The Contestant(s) understands that the Company might receive similar business proposals from different individuals and it shall be the Company's sole discretion to decide which Submitted Materials or Contentant(s) to choose.
33. The Company assumes no obligation of any kind that maybe implied against by reason of receipt or potential or actual review of the Submitted Material or any discussions or negotiations.
34. The Company will store all the Submitted Material until 2 (two) months after the initial broadcast of the final episode for the season the Contentant(s) is part of.
35. The Contentant(s) is required to submit a declaration stating that all the Submitted Material provided is true and accurate and that is solely owned by the Contestant, free of any lien or encumbrance or have obtained all necessary rights to grant the Company the right and/or to permit the use of Submitted Material in connection with the Show.
36. The Company may, at its discretion, contact the Registrant(s) and/or Contestant(s), if required, for any clarifications needed for the information provided in the Submitted Material.
37. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Show.
38. In case there is any mismatch of Contestant(s) details in any round of the Show, the Contestant(s) may be disqualified from further participation in the Show, if Contentant(s) is unable to resolve discrepancies.

Due Diligence

39. The Contestant(s) hereby understands and agrees that the Company may conduct investigations into their background, which may include reviews of civil and criminal records, financial, credit, and employment history, or any other type of background checks deemed necessary by Company. The Contestant(s) shall provide all necessary consents or other documents in connection therewith and shall co-operate with the Company and its agencies for the same.

40. The Company may also conduct due diligences with respect to the Submitted Materials. The Contestant(s) shall provide all necessary consents or other documents in connection therewith and shall co-operate with the Company and its agencies for the same.
41. It is hereby clarified that should the Company not be satisfied with the results of the due-diligence conducted either with respect to the Contestant, his/her pitch or company/organization or the Submitted Materials or in the event the due-diligence reveals any discrepancies with respect to the Submitted Materials or any documents submitted by the Contentant(s) or with respect to the Contentant(s) in general, the Company reserves the right to disqualify the Contestant, at any stage of the Show and to initiate necessary corrective and remedial actions against such breach by such Contestant(s). The Company shall not be entertain any queries in this regard.
42. The Company shall not be required to share any of the due-diligence reports or any provide any explanations to the Contentant(s) for any such disqualification.
43. The Contentant(s) understands that in the event their business proposal is selected by any of the Shark/s, the Shark/s may conduct additional due-diligence at their end prior to the making the investment. The Company shall not be responsible for or involved in any due-diligences conducted post the selection of the business proposal.

Third Party Materials

44. In the event the Submitted Materials, the pitch/business idea, or any other materials submitted by the Contestant, contain any third-part proprietary materials including but not limited to images, video, audio, audio-video, copyrights, trademarks, patents etc., then the Contentant(s) shall be obligated to submitted proper authorizations from the relevant third-party, in the form and manner acceptable to the Company. It is hereby clarified, that in the event that the Submitted Materials contains any such third-party materials, then the Contentant(s) shall be obligated to seek perpetual exploitation rights for the Company and its assignees and licensees to exploit it on all modes, media and format throughout the world at perpetuity and to inform the Company about the same. Failure to inform the Company in a timely manner can lead to disqualification and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).
45. During the shoot of the Show, the Company may, at its sole discretion, accept additional third – party materials from the Contentant(s) and agree to feature the same in the episode. However, for the Company to accept the same, the Contentant(s) will be required to submit proper authorizations, to the satisfaction of the Company, the Company to be able to accept the said third-party materials and use the same.
46. The Company shall not be responsible for any claims, of whatever nature and at any time, with respect to any third-party materials either included in the Submitted Materials or provided by the Contentant(s) to the Company at a later stage. The Company reserves the right to disqualify any Contestant, at any stage, should the Company receive any claims against the Submitted Materials or the Contentant(s) in general and to initiate necessary corrective and remedial actions against such breach by such Contestant(s).

Speaking to the media and third persons

47. None of the Contestants shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments relating to the Auditions or any aspect of the Show or write blogs, post any messages in social networking or any site including but not limited to Facebook, Instagram, and Twitter. The Contestant(s) shall not disclose any information whatsoever relating to the Company and/or the Show to any other party. Violation of this clause shall immediately disqualify the Contestant’s prospects of further participation and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).

48. The Contestant(s) shall at all times keep confidential any information concerning or related to the Show (including without limitation selection process), the Contestants, the events contained in the Show, any ideas, products, inventions, services or businesses presented by any Contentant(s) in connection with the Show or the outcome of the pitch or the Show or any episode or presentation associated therewith.
49. The Contestant(s) cannot use the name of the Show or any elements in any manner or post behind the scenes videos or any content related to the Show, on their personal social media platforms or any other platforms, without the prior approval of the Company. The Contestant(s) selected for final shoot of Season 4 of Shark Tank India (“Pitcher”) may be required to promote the Show by posting certain watermarked pre-approved promotional videos on their social media as may be instructed by the Company from time to time, which needs to be adhered to by the Pitcher while following the Content Guidelines stated in ‘Annexure’ of this Terms and Conditions, applicable in relation to limited purpose permitted usage of Shark Tank India’s name, footage or elements by the Pitcher(s). The Contentant(s) shall not try and monetize any clips, images or elements of the Show in any manner. The Contestant(s) shall not disclose any information about the audition process or share any documents relating to the Show that they have access to or copy them. Failure to comply with this requirement will lead to disqualification and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).
50. The Company reserves its rights to take appropriate legal actions against any Registrant or Auditionee or Contentant(s) or any individual, at any stage, in event such individual publishes or posts any information or uses any images, videos, footages, stills from the Show, parodies the Show in any manner, give any interviews or make any statements with respect to the Show or the Company, on any platform or media in any manner, without authorization from the Company.

Auditions

51. The number of Auditionees to be selected shall be at the sole discretion of the Company.
52. The Company shall shortlist Contestant(s) after the Auditions as required, out of which only a limited number of Contestant(s) shall be selected for further selection processes in the Show.
53. The Contestant(s) authorizes, permits, and grants consent to the Company, its affiliates, group companies and/or their authorized representatives to record videos and exploit the videos in any other manner as the Company may deem fit.
54. The Contestant(s) hereby agree, acknowledge and undertake that he/she shall not, and shall ensure that no third-party individual or entity, upload, publish, reproduce, sell, exploit, share or use the videos in relation to Show in any manner including uploading, reproducing, sharing the videos on any platforms, websites, applications. Notwithstanding anything herein, any breach of this condition may lead to disqualification of the Contentant(s) and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s) at the Company’s sole discretion.
55. Auditions will be subject to such timing stipulations and requirements as may be determined by the Company and the Company makes no representations, warranties nor provides any undertaking to any of the Contestant(s) that any or all of the Contestants will be able to take part in Audition.
56. The Company shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Contestant(s) in the event that the Company is not able to permit the Contestant(s) to take part in the Audition or Show in accordance with any of the foregoing provisions.
57. If an Auditionee is unable to appear for any of the Audition requirements at the stipulated date and time, he/she shall be disqualified from further participation.
58. If an Auditionee is shortlisted at multiple audition date and time (through same contact number or multiple contact numbers) then only one audition that he/she has attended will be considered for evaluation.
59. Company shall not entertain any request by the Auditionees for change in the dates and time of Audition.
60. Notwithstanding any other provisions in this Terms and Conditions, the Company may, at its sole and absolute discretion, cancel or reschedule the Auditions, or hold additional Auditions on such other dates

and at such places or may change the process or manner in which such auditions are conducted as it may determine and the Contestant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Company and shall attend at any and all such additional Auditions.

61. Contestant(s) from the first set of Auditions may be considered in the second shoot schedule, if the need arises, at the sole discretion of the Company.
62. The Contestant(s) understands that getting shortlisted in the Audition is only a preliminary step towards further participation in the Show and it shall be the absolute and sole discretion of the Company to allow participation, based on creative requirements for the Show.

Shortlisting

63. Apart from the Registrant(s), the Company may at its sole discretion provide a chance for entry to the Audition/Show for unregistered individuals also, based on programming needs, should they arise, or in the event of participation selection process or system failure. This shall be the sole decision of the Company and the Company does not make any guarantees in this regard.
64. Even after final selection for the Show, the Company shall have the right to replace any of the Contestant(s) as per their discretion and creative requirement, for the betterment of the Show.
65. The Company also reserves the right to increase or decrease the ratio of the Contestants in each Show i.e. increase or decrease the number of Contestant(s) who can participate in the Show, without any prior intimation to the Contestant(s) and/or the public.
66. The Company will not entertain and permit the Contestant(s) or any of their representatives to check / audit / challenge the criteria of selection of Contestants.
67. The Company may in its sole discretion exclude a Contentant(s) from participating in the Audition/Studio Part of the Show which may include without limitation (i) circumstances which, in the Company's view, renders the Contentant(s) unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the Contestant; (iii) any other reason that, at the discretion of Company, would adversely impact the Company, Channel or Show.
68. At no point of time will the Company/Producer be obliged to notify unsuccessful Contestants of its decision or provide any reason thereof.
69. Whilst the Company shall make all reasonable endeavors to (i) enable Contestant(s) to proceed with the Show (ii) to contact all Contestant(s) at each relevant juncture of the Show, the Company can make no guarantee thereof and the Company shall in its sole discretion be entitled to proceed with the next entitled Contestant(s) under these Rules, in case it is unable to successfully contact and communicate with Contestant(s).
70. The Company will have no liability to a Contentant(s) who is unable to attend or take part in the Show for whatever reason and the Company shall be entitled to disqualify the Contestant(s), replace any such Contestant(s) from the Show at any time, at the discretion of the Company.
71. The Company further reserves the right to replace at its discretion any Contestant(s) who for any reason fails or is disqualified from or unable to participate in the Show with another replacement Contestant(s), notwithstanding that such replacement Contestant(s) may have been previously eliminated from the Show and each Contentant(s) shall agree to participate in the Show and/or Show as and when required by the Company to do so.
72. In the event that there is a tie between two (or more) Contestant(s), the Company shall be entitled to determine in its absolute discretion which Contestant(s) is eliminated and/or which Contestant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Contestants as it in its absolute discretion deems necessary. No enquiries, appeals, verbal or written, shall be entertained in this regard.
73. The announcement, solicitation and/or acceptance of any investment in the Contestant's business or any equity interest thereto of any kind from one or more of the Shark(s) is between the said parties and the

Company has no role to play in such offer or investment by the Shark(s) and shall not be liable in any manner whatsoever in case the said Shark(s) decides to withdraw their offer to invest or an agreement, as may be applicable. The Contestant, by choosing to participate in the Show, agrees and confirms that the Company shall in no manner be liable for any actions, promises or omissions of the Shark/s and any transaction between the Shark/s and the Contestants shall be to the exclusion of the Company and neither the Company in any manner grants/commits any funding assurance to the Contestant(s) in any manner whatsoever and nor the Company shall be held liable for the same.

74. The Contestant(s) hereby understand and agree that the panel of “Shark/s” as announced by the Company is subject to change at the Company’s discretion anytime during the Show and the Company shall not entertain any complaints from the Contestant(s) in this regard.
75. If at any time, including if a Shark is investing in the Contestants business, any information submitted by the Contestant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Contestant(s) shall be liable to refund all amounts received from the Company.

Intellectual property rights

76. On request of the Company, the Contestant(s) shall also make arrangements for the Company to have access to his / her residence, workplace, 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.
77. As part of Contestants’ contribution to the Show, the Company may request Contestant(s) to participate in any online/interactive activity relating to the Show including without limitation recordings of webcasts, interviews and participation in so-called ‘chatrooms’.
78. The Contestants that agree to the deal with the Shark(s) on the Show agrees that he/she shall make himself/herself available from time to time and co-operate with the Company and participate in any activity and/or campaign (“**Promotional Activity**”) of any nature whatsoever without any money payable to the Winner(s). Further, the Winner(s)/Contestant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company. The Winner(s)/Contestant(s) agrees that the footage of any nature which features the Contestant, shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
79. The Contestant(s) hereby agree and consent to the collection, recording, processing and storing of the images, videos submitted and the personal interviews during the Audition round. Further, any photographs, videos etc. submitted to the Company or recorded by the Company during the Audition or registration procedure shall on submission / creation become the property of the Company (“Materials”) and shall be available to the Company for exploitation throughout the world in perpetuity. The Contestant(s) hereby waives off all the rights that they may have with respect to such Materials. The Contestant(s) shall ensure that the photos or videos submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Contestant(s) shall immediately be disqualified from taking part in the Auditions/Show or any further rounds of participation and such Contestant(s) shall solely remain liable for any action (criminal/civil) arising therefrom and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).
80. All the Intellectual Property Rights of the Contestant(s) in respect of the performance of the Contestant(s) either in the Auditions, Promotional Activity and/or in the Show including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and Contestant(s) agree not to claim or enforce any of the aforementioned rights in any court, tribunal or any other forum whether in India or anywhere else. Contestant(s) also consent to the Company’s right to reproduce the Contestant’s attributes or any recordings or materials provided by

the Contentant(s) (s) or portray the Contestant(s) in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes of the Show or any other Show of the Company, except where prohibited by law. The Contestant(s) also consents to the Company's right to use Contentant(s) (s) name, voice or picture, or the content of the Contestant's Auditions without any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use. The Contentant(s) (s) grants the Company irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Auditions, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Contestant(s) further knowledge or consent.

81. Acceptance of these Terms and Conditions by the Contestants constitutes permission for the Company to click photographs, record videos of the Contestant(s) and use the Contestant(s) name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.
82. The Company may also request the Contestant(s) to use or share the content posted on their personal social media platforms in relation to the Show with the Company. They Contestant(s) hereby authorizes the Company to use the content available on their personal social media handles including their profile pictures, social media handles etc. Once such content is included in the Show or used in connection with the Show, the Company (and its assignees and licensees) shall have the right to use the same in perpetuity and the Contentant(s) shall not raise any claims against the Company.

Personal Information and Confidentiality

83. The Company shall keep all the information collected from the Contestants (including videos submitted and interviews conducted) confidential and shall use the same for the purpose of Show. Each Contestant, by electing to participating in the Show, hereby explicitly consents to the collection, storage and processing of such personal data and proprietary information collected from him/her. The term "Personal Data" shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver's license number, permanent account numbers or other details pertaining to the identity of the Contestant(s), marital status etc. being collected for the purpose of the Show and shall include including sensitive personal information, if any collected.
84. The Company shall deal with any Personal Data, that it receives from Contestant(s) or otherwise collects, holds, uses and processes in the following manner: a) Company may disclose Personal Data, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from the Company. b) The level of data protection using technical, managerial, operational and physical security control measures by the Company shall be such as to be in compliance with all applicable laws.
85. The photos, images and audition videos uploaded by the Contestant(s) shall be retained by the Company till the winners are declared and the promotions with respect to the winners is completed for the Show and shall be removed from the Company's services within 2 (two) months after the initial broadcast of the final episode for the season the Contentant(s) is part of.
86. All Personal Data and information requested by and supplied to the Company by each Contentant(s) must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Contestant(s) from the Show or Audition in its sole discretion, should the Contestant(s) at any stage

- supply untruthful, inaccurate or misleading personal details and/or information and that the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).
87. Notwithstanding any other provisions contained hereunder, Contentant(s) acknowledges that the obligations related confidentiality shall not pertain to any information which:
- a) is in the public domain or comes into the public domain through no wrongful act on the part of the Company; or
 - b) is already known to the Company and/or its Representatives as evidenced by their records at the time of disclosure by the Contestant; or
 - c) is received by the Company and/or its Representatives on a non-confidential basis from a third party; or
 - d) is received by the Company and/or its Representatives from a third party without breach of any agreement by the Company; or
 - e) is independently developed by the Company and/or its Representatives without breach hereunder; or
 - f) is approved for release by written authorization of the Contestant; or
 - g) is required to be disclosed by applicable law or regulations, order of the court of competent jurisdiction or an appropriately empowered governmental, statutory or regulatory agency or under rules of any stock exchange. In such a case of compelled disclosure, the Company will provide a reasonable prior notice to Contentant(s) and will request a protective order.
88. The Company shall ensure that the Contestants are contacted by the Company or on behalf of the Company only for the purpose of the present Show and all such information collected by the Company shall be destroyed within 2 (two) months after the initial broadcast of the final episode for the season the Contentant(s) is part of. The Company shall not share the information so collected with any party, save and except for the purpose of the Show. The Contestant(s) by providing the aforesaid Personal Data and other business and proprietary information, hereby agree and consent that the Company shall have the right to share the Personal Data and other business and proprietary information so collected with such other third party (including the original format owners of the Show) as may be required for the purpose of the Show and hereby agree that they shall not file any claim against the Company for sharing for such personal information. Any information shared by the Contestant(s) to the Company shall be handled by the Company in terms of the privacy policy of the Company. Please refer to Channel's Privacy Policy <https://www.sonyliv.com/privacy-policy> that governs the use of your personal information. Contestant(s) choosing to participate in the Show agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the website www.sonyliv.com in addition to the conditions set out in these Terms and Conditions which shall govern the Show.
89. The Contentant(s) understands that sharing any information or Submitted Materials does not in any way obligate the Company to select the Contentant(s) for the Show or for the Company or the Shark/s to enter into any further agreement(s) with the Contestant, with respect to any matter arising out of or pertaining hereto.

Expenses of participation & logistics

90. The arrangements for travel and stay of the Contestant(s) selected to attend the shoot will be made by the Company (except for accommodation arrangements for the Contestants residing in Mumbai).
91. The Company or any of the affiliates connected with the Show shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the Contestant(s) due to any reason including but not limited to force majeure, logistical problems at the airports/ railway stations/ roads etc. and the Contestant(s) shall not have any claim against the Company and/or any of its affiliates connected with the Show and/or Producer for the same. The Company or any of the affiliates connected with the Show shall not be responsible for any such eventuality and the Contestant(s) undertakes not to claim any compensation from the Company/Producer for the same.

92. The Company is not, in any manner, be responsible for logistics and expenses around transporting the product or any ancillary objects that the Contentant(s) needs to carry for the audition or the shoot round. The cost of transporting any product / licenses required to demonstrate any product/business pitch, will be the Contestant's responsibility. The Company may, at its discretion and as per creative requirements, require for some elements/props to be added to the Contestant's pitch during the shoot of the Show. In such an event, the cost for such elements and props will be borne by the Company.
93. It is the sole responsibility of the Contentant(s) to ensure that the products or any ancillary objects carried by the Contentant(s) is not illegal, dangerous, hazardous, harmful or perishable and will not put anyone around the Contentant(s) at risk. The Company cannot be held liable for any damage to product or any ancillary objects carried by the Contentant(s) during the travel or audition or at the shoot. In the event the Contentant(s) is unable to carry or transport the product or any ancillary objects or procure licenses that it needs to demonstrate the product or the business pitch during the audition or during the shoot or if the Company in its sole discretion believes that shooting with the products of the Contentant(s) might cause any harm to the Contentant(s) or any other person or the product is hazardous in general, then the Company shall have the right to disqualify such Contentant(s) and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).

Liability and Disclaimers

94. The Company and/or the Channel is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any Contestant(s) and/or the Winner (s) in any manner whatsoever.
95. The Company, evaluation panel, the host, the Shark/s, the advertising agencies, the sub-contractors used by Company for the Show, and any person or entity connected with the production (including the format owners of the Show), administration or judging of the auditions, the Show (the "**Relevant Parties**") shall be under no liability whatsoever to the Contestant(s), in respect of any loss, damage suffered by the Contestant(s) arising from or pursuant to the Show or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestant(s) at any stage of the Show and during production thereof whether or not caused by (1) the administration (including scheduling) of the Show including any failure of transportation or inability for any reason to appear for the Audition/before the Judges; (2) the Contestant's or any third party's participation in the Audition, or being selected or disqualified; (3) as a result of the decisions of the Shark/s or Company; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Shark/s and/or Company; and/or (5) any printing, typographical or technological errors in any materials associated with the Show. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, opportunity, business, revenue, goodwill or anticipated savings pursuant to the Show. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Contestant(s); or circumstances beyond the Relevant Parties including the Company's reasonable control.
96. The registration on Shark Tank Microsite in the SonyLIV App is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable law, the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Show and SonyLIV App or Shark Tank Microsite. Without limiting the foregoing, the Company specifically disclaim any warranty (a) that the Shark Tank Microsite in the App will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Contestant(s) use of the SonyLIV App or Shark Tank Microsite, online entry form

results in the need for servicing or replacement of Contestants(s) or another's equipment or data, the Company are not responsible for those costs.

97. The Contestant(s) of the Show agrees that he/she shall indemnify, defend, settle and shall hold harmless the Company, Shark/s or any other person in connection with the Show, against any and all loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) including third party claims of whatsoever nature at all time arising out of and in connection with including but not limited to (i) any claims of infringement of any third party rights (ii) any leak or disclosure of their idea/product/invention/service or business information (iii) any misrepresentation, misconduct, fraud by the Contentant(s) (iv) pertaining to product/services/idea/invention/business submitted/pitched/presented/informed/expressed/suggested by the Contestant(s) (v) the inability or unavailability of the Contentant(s) to participate the Show as per the schedule decided and informed by the Company (vi) any breach of law (vii) any acts or omissions with respect to the Show (viii) any breach of the Terms and Conditions hereunder.
98. The Contentant(s) (s) shall also not file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against sponsor and/or the Company to claim any damages or reliefs.
99. The Company shall not be responsible for negotiation, entry into or breach of any agreement between the Contestant(s) and the Shark/s (whether during or after the production of the Show and whether or no such negotiation culminates in a binding agreement).
100. The Company will not be responsible for any loss / theft of belongings of the Contestant(s) on the sets of the Show/Studio, before/during/after the shoot of the Episodes/Show, or at the time of the Audition.
101. The Company shall not be responsible for:
- i. Any delivery, failures relating to the registration or uploading videos/presentations;
 - ii. Show Management not receiving or rejecting any data;
 - iii. Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
 - iv. Other conditions/situations or failures beyond its control.
102. All attempts will be made to protect registration data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the Contentant(s) selection process, the Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.
103. The Company or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Contestant(s) and arising as a result of his/her participation in the Audition or the Show, if selected.
104. The Company and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Audition or Show on account of any factors beyond their control.
105. The Company and its sub - contractors shall not be held responsible or accountable to any of the Contestant(s)/Contributor(s), for any loss, injury or any other liability which may arise, enroute while attending the Studio Part / Show / Shoot or while participating in the Show and for which the Contestant(s)/Contributor(s) will be required to sign an indemnity in favor of the Company. The Contestant(s)/Contributor(s) agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Show in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Contestant(s) involvement in the selection process.
106. Contestants and/or any party that accesses the Shark Tank Microsite through SonyLIV App, agrees that neither the Company nor any third party content or service providers involved in the Show will be liable to Contestant(s) for any loss or damages, either actual or consequential, arising out of or relating to these Rules, Contestant's use or inability to use the microsite, or to Contestant's reliance upon

information obtained from or through the microsite, participation in the Show, travel, or use or misuse of any monies. In particular, neither the Company nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to the awards, terms of use, visitor's use or inability to use the microsite, online entry form or to visitor's reliance upon information obtained from or through the microsite, participation in the Show, travel, or use or misuse of any monies, whether based in contract, tort, statutory or otherwise.

107. Apart from the entitlement to be part of the television Show “Shark Tank”, the Contentant(s) or his / her legal heirs will have no other rights or claims against the Company. For the sake of clarity, it is stated that the Contestant(s) of the Audition or the Show shall not be paid any consideration.

Other terms

108. The procedures for registration and participation in the Show are subject to the Terms and Conditions stated herein. Non-conformance by any Contestant(s) to the rules, at any stage, of the Show will disqualify him/her from participation immediately and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).
109. In the event of any fault, misunderstanding or dispute concerning any part of the Show, and/or the operation of the telephone system, Auditions, Call-backs, the selection of Contestant(s) at any stage, or the validity of any question or answer options, the decision of the Company shall be final and binding on all Contestant(s). The Company of the Show is empowered to take a decision on any case or instances not covered by the present Terms and Conditions.
110. The Company reserves the right to amend (add, delete or modify) the Terms and Conditions governing the Show and/or the Contentant(s) selection process prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Show or remedy any issues that occur.
111. The Company will not entertain any claims / questions / queries with respect to the authenticity or correctness of any questions and answers for the questions asked in any round of the Show.
112. The Company’s decision on the correctness or incorrectness of any answer is final and binding on all Contestants.
113. The Company has the right at any time to reschedule, delay, suspend or terminate or otherwise change the terms of the Audition or the Show without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Show and/or accommodate any person or persons who have been selected in the Show for the Show.
114. Registration to the Show does not guarantee the selection of the Registrant(s) to proceed with the Show. Registration also does not entitle any Contestant(s) to a prize or award.
115. All registrations shall be subject to completion of the procedures by the Registrant(s) as per instructions received (i) through microsite and App, (ii) on the Channel; (iii) through call backs and (iv) as per the Terms and Conditions.
116. Taking part in the registration process shall be deemed to be acceptance by the Registrant(s) of these Terms and Conditions, *inter-alia*, to receive updates and information with respect to the Show from the Company or any third party so authorized by the Company.
117. Taking part in the registration process shall be deemed to be acceptance by the Registrant(s) to receive promotional messages from the Company or any third party so authorized by the Company. In the event the Contentant(s) wants to opt out of receiving such messages, then the Contentant(s) can write back to the email address from which the Contentant(s) has received the communication. The Contestant(s) hereby agree to not attempt to gain unauthorized access to the user accounts, servers or networks connected to the Company’s services by any means, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encourage, or encouraging or

- assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of the Company's services.
118. If the operation of the Show (including without limitation the operation of the related telephone systems, call Centre operations, and software systems); the recording; broadcast of any/all of the Show is prevented by an event of force majeure including but not limited to any natural disasters, pandemics, epidemics, government mandated lockdowns, orders, regulations or any unforeseen event that is beyond the Company's control or any act of god etc. the Company may cancel all or any part of the Show, or take such other decision as it deems fit.
 119. Notwithstanding a Contestant's participation in the Show, there is no obligation on the part of the Company to broadcast the episode in which he/she has taken part or the Show in general or any or all of his / her contribution as recorded by the Company.
 120. The Company reserves the right to re-schedule the date(s) of registration, call-backs, Auditions, recording the Studio Part of the Show and broadcast, at its discretion.
 121. In case the Contentant(s) is found to be in violation of any and all rules/process of the Show, the Company reserves the right to initiate legal proceedings against such person(s)
 122. If Contestant(s) are unclear as to the Terms and Conditions of participation, he/she may send an email to livsupport@sonyliv.com. The Company shall make reasonable endeavors to respond to such queries thereto. The above shall not, however, be a ground for extension of time / deadlines for submitting the forms for participation as specified herein and the Company shall not be responsible if the Contentant(s) fails to submit the forms within the stipulated time frame. The Contentant(s) confirms that the Company shall in no manner be liable to the Contentant(s) in any manner in the event the response of the Company does not satisfy the Contestant's needs or if the same is delayed or there is no response at all.
 123. The Company reserves the right to change the structure of the Show as it sees fit including without limitation by adding / reducing / altering Auditions/rounds to the Show.
 124. It is a condition of entry and participation in the Show that Contestant(s) make themselves available to participate in the Show, agree and sign up or acknowledge the Contentant(s) Release Form and any other documents as requested by the Company and abide by terms and conditions of such Contentant(s) Release Form and the Rules, Regulations as devised from time to time by the Company including but not by way of limitation these Terms and Conditions.
 125. The Company's decision (or, where appropriate, the decision of the Shark/s) is final and the Contestant(s) acknowledge that the interests of the Show shall override those of any Contestant(s) and/or Contributor.
 126. The Contestant(s) must at all times behave appropriately when taking part in the Show and observe these Terms and Conditions and any other Terms and Conditions in force at the Auditions and/or Studio. The Company reserves the right in its absolute discretion to remove the Contentant(s) from the Show, Audition, Studio any Contestant(s) who breaks such rules and/or fails to behave appropriately and to disqualify such Contestant(s) and the Company may initiate necessary corrective and remedial actions against such breach by such Contestant(s).
 127. These Terms and Conditions supersede any and all release forms signed or acknowledged by the Contestant(s) and in the event of any conflict between Contentant(s) Release Form and these Terms and Conditions, these Terms and Conditions will prevail.
 128. No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Show. Contestant(s) must be of good moral character and not be under the influence or habit of any medication, drugs or other psychotropic substance which may impair their ability to participate in the Show. Use of any prohibited substances could lead to disqualification and necessary corrective and remedial actions against such breach.
 129. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.

130. These Terms and Conditions and the Show shall be governed by and construed in accordance with the laws of India and the Contestant(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.
131. Use of mobile phones will not be permitted during the shoot, and during the Auditions. It may lead to disqualification and other corrective and remedial actions.
132. Registration does not guarantee the selection or participation of the Contestant(s) and such selection shall be as per the sole discretion of the Company or its affiliates.
133. The Company of the Show is empowered to take a decision on any case not covered by the present Terms and Conditions.
134. The only way to enter the Show is through participation as described in Terms and Conditions. There is no other way of entering the Show. This entire process is transparent and monitored by an independent validator. Any person claiming that he/she can help get you win for a consideration is defrauding you. Please contact your local police and report this person immediately.
135. The Terms and Conditions have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi and English Terms and Conditions, the interpretation of the English Terms and Conditions shall prevail.

ANNEXURE A - CONTENT GUIDELINES

Guidelines for limited purpose permitted usage of Shark Tank India's name, footage or elements by the Pitcher(s) selected for final shoot of Season 4 of Shark Tank India ("Show"):

1. Pitcher may mention on their website or app that they appeared in Shark Tank India – Season 4 by using “Shark Tank India” in regular font without usage of “Shark Tank India” or “SET” logo and/or colour combinations or any show elements or footage or images, in any manner.
2. Only the Company's watermarked clips, if any, as provided by the Company, can be uploaded by Pitchers on their own social media platforms. If these watermarked clips are not provided, no Pitchers shall use footage of the show sourced from elsewhere.
3. No editing of such watermarked clips is permitted. No interspersions of any other footage is permitted. No insertion of any third-party material or marks is permitted.
4. Usage of any other Shark Tank India footage from any other source and in any other form is not permissible, irrespective of the duration.
5. No Pitcher can use the clips provided by the Company to promote their products and services as pitched on the Shark Tank Show, directly or indirectly, including by way of non-permissible activities referred to in point number 3 above.
6. Watermarked clips provided by the Company, if any, cannot be monetized by Pitcher on any social media platform or otherwise in manner.
7. Watermarked clips shall be permanently taken down by the Pitcher from their social media accounts within 15 (fifteen) days of first telecast of last episode of Season 4 of the Show without any extension or exception.

Note: Contestants to take note that any advertent or inadvertent failure by them to adhere to these Content Guidelines may lead to anti-piracy strikes by the Company on social media accounts of the Contestants and hence all Contestants shall diligently follow these Content Guidelines and Terms and Conditions without any exception.

ANNEXURE B – AUDITION RELEASE FORM

Participation in the in-person and/or online audition round of “**Shark Tank India (Season 4)**” (“**Show**”) produced by or at instance of Culver Max Entertainment Private Limited (formerly known as Sony Pictures Network India Private Limited) (“**Company**”) shall be subject to the following terms and conditions:

1. Participation in the Show is voluntary, and You are required to provide the following as and when and, in the manner, as may be required by Company:

- Applicant’s Photo Identity proof & Address Proofs (Aadhar Card & Pan-card)
- Document proofs to validate accreditation & Audited Financials - Balance Sheets, Valuation Certificate (if any) and Income Statement for last 3 years
- Certificates evidencing any change of name, Memorandum of Association, Articles of Association, registered partnership deed, etc. or equivalent documents
- No Objection Certificate (NOC), signed & dated, from all shareholders/co-founders/partners/investors (letter format to be shared with entrepreneur)
- Copies of all the licenses/ permissions with respect to product/ service
- Applications/ Registrations details of Patent/Trademark/Design/Geographical Indication (GI) (if any) along with copies thereof, in respect of the product/ service.
- In case the brand and/ or trade name and/ or the product/ service and/ or the business is acquired by the participant from a third party then the copy of the document evidencing the transfer of ownership
- In case the Participant has no registered or applied for a trademark then the copy of the brand name and the logo along with the nature of goods or services
- company PAN CARD/GST Certificates
- Income Tax Returns for the last 3 years (according to the business tenure)
- **In case of a company (Public or Private):**
 - Copy of the Certificate of Incorporation
 - List of Directors of the company
 - Original NOC from the company (on its letterhead) with respect to SPNI’s usage of the brand, company name, logo, products and/ or any other proprietary material of the company in the Show.
 - If the Pitcher(s) appearing on the show is/ are not the Director(s) of the company, then an Original NOC from the company clearly stating that the Pitcher(s) is/ are authorized to represent the company and make the pitch.

** The above NOC’s should be signed by the Directors of the company (as per the MCA records) and in case the NOC is signed by any authorized signatory then it has to be supported by a Board Resolution.*

- **In case of a Partnership Firm:**
 - Copy of the Partnership Deed duly signed by all Partners.
 - Original NOC from the Partnership Firm (on its letterhead) with respect to SPNI’s usage of the brand, logo, products and/ or any other proprietary material of the Partnership Firm in the Show.
 - If the Pitcher(s) appearing on the show is/ are not the Partner(s) of the Firm, then an Original NOC from the Firm clearly stating that the Pitcher(s) is/ are authorized to represent the Firm and make the pitch.

* *The above NOC's should be signed by all the partners named in the Partnership Deed.*

➤ **In case of a Limited Liability Partnership (LLP):**

- Copy of the Certificate of Incorporation
- List of Designated Partners of the LLP
- Original NOC from the LLP (on its letterhead) with respect to SPNI's usage of the brand, company name, logo, products and/ or any other proprietary material of the LLP in the Show.
- If the Pitcher(s) appearing on the show is/ are not the Designated Partner(s) of the LLP, then an Original NOC from the LLP clearly stating that the Pitcher(s) is/ are authorized to represent the LLP and make the pitch.

* *The above NOC's should be signed by the Designated Partners of the LLP (as per the MCA records).*

➤ **In case of a Sole Proprietorship** – Undertaking from the Proprietor which should clarify that there was no other individual/ party involved in development of the product/service.

2. In the event You are required to participate in the in-person audition round, kindly carry originals, we will not accept any xerox copies. In the event that You are unable to provide the required documents then the participation may stand eliminated/disqualified at the discretion of Company. You shall be solely responsible for the safety and security of all the documents, samples and all other belongings that You carry at the Audition Location.
3. Participation in the Show is voluntary, and the Participant understands the risk involved in travelling to location intimated by the Company ("Audition Location") for participation in the in-person audition, and going through the process of the audition, during the current Covid19 pandemic. Participant hereby agree and acknowledge that by choosing to travel for the audition, Participant is voluntarily choosing to participate in the in-person audition and is willing to bear the risks involved with such travel as well as participation in the Show. By choosing to participate in the audition, You also agree to be bound by the Terms and Conditions.
4. Participant shall be required to make all travel arrangements on their own and at their sole cost including but not limited to travel to and from Your home to Audition Location, Your stay in and/or the daily expenses for Your stay in Audition Location etc. the Participant shall be at all times responsible for obtaining all appropriate permissions to enable them to travel to the in-person auditions and Company shall not be responsible for the same at any time. The Company shall not be responsible for making arrangements or paying for the travel, lodging and food expenses of the Participant or any of their companions or any costs of transport of any products or samples that You may wish to carry to the in-person audition. The Participant shall not claim reimbursement of any costs related to their travel for the purposes of in-person audition.
5. The Participant shall be responsible to comply with Covid19 related guidelines issued by the Central/State Government or any concerned authority or by Company. The Participant and their companions are advised to always abide by the advisories issued by the Government and those issued by Company with respect to social distancing and wearing masks for their own safety and for the safety of the other around them.

6. The Participant hereby declares that they are not suffering from any Covid19 symptoms or any ill health or chronic medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Participant to ensure that they are medically fit for participation and shall follow all health and safety norms. Should the Participant not be completely fit to travel, it is hereby advised to inform the same to Company of the same. Company may advise such Participant not to travel and the Participant may stand eliminated/disqualified at the discretion of Company.
7. Should the Participant or any of their companions or any person that they have been in contact with, falls ill or feels unwell or experiences any Covid19 symptoms, The Participant shall be responsible for immediately informing Company of the same. The Participant or their companions experiencing such symptoms will immediately asked to isolate themselves and quarantine. The Participant will also be required to undergo Covid 19 test, at their own cost. Should You test positive of Covid 19, You will be required to immediately quarantine themselves as per the applicable State Government regulations.
8. In the event that You are travelling from outside Audition Location and You are travelling solely for the purpose of participating in the Show, it is advised that You stay in Audition Location only during the duration of the in person audition. Should You decided to stay in Audition Location after the in person auditions are completed, then the same shall be at Your own risk and Company shall not be responsible for the same in any manner whatsoever.
9. If the Participant falls ill during the course of travel or on/before/after their arrival in Audition Location, or during the auditions, Company shall not be responsible for the same. It is hereby clarified that Company shall not be bearing any hospital or medical expenses of the Participant or any of their companions.
10. The Participant and any of their companions shall ensure, that may be present at the in person auditions, all follow and adhere to health, safety and other guidelines as may be prescribed by Company and other instructions of Company. Company shall have the right to disqualify any participant should the participant and any of their companions fail to comply with any instruction of Company. The Participant shall not hold Company responsible for any reason whatsoever regarding the process, policy or any protocols to be followed during the in person audition process.
11. The Participant agrees to participate in the show at its own risk, and agrees to release Company, to the maximum extent allowed by law, from any liability, direct or indirect, connected to or resulting from any Covid19 connected illness that may be suffered by the Participant and/or any companions of the Participant.
12. The Participant understands that in the event, he/she/they is unable to be available (either in-person or virtually), as per the requirement of the Company at the designated time slot/date for audition or is unable to participate for the audition on the given date due to any reasons, including any Central or State Government issued guidelines or regulations, any disruption in travel etc., Company shall not be liable to conduct the audition or the reschedule the audition for such Participant and the Participant may stand eliminated/disqualified at the discretion of Company. The decision of Company shall be final in all regard with respect to any aspect of the auditions or the Show.
13. Company shall have the sole right to re-schedule audition date or time slot including absolute right to cancel the auditions, owing to any reasons whatsoever. You hereby confirm that You shall not raise any claims against Company with respect to any such changes and/or re-scheduling.

14. The Participant shall not disaffirm the foregoing terms and conditions, and will indemnify Company and/or its affiliates, group companies, partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors, contractors, partners or other persons used by them in relation to this Show and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, liabilities and expenses that may be brought against Company in connection with the Participant's participation in the Show.

15. You here agree and accept the Terms and Conditions. Shortlisting process for all the audition rounds of the Show, including the final audition, in no way confirms or guarantees selection in the final set of Contestants. The Company has complete rights to cancel or modify this round of auditions or any rounds of the Show or the Show in general and You shall not contest the same at any time. The Company also has the right to disqualify any contestants/participants, at its sole discretion, at any stage of the Show and You hereby agree not to challenge any such decisions of the Company. The Company is at full liberty to take any decisions with respect to the Show. All the decisions pertaining to the entire audition process including shortlisting of contestants/participants shall solely be at the Company's discretion without any demur from Your end.

ANNEXURE C - CONTENTANT(S) RELEASE FORM

I/We, Contestant(s) of the Show hereby agree to the terms stated herein this Contentant(s) Release Form.

Participation in the shoot of “**Shark Tank India (Season 3)**” (“**Show**”), produced by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Network India Private Limited) (“**Company**”), shall be subject to the following terms and conditions:

1. You may be required to provide and carry the originals for certain documents, either related to your Pitch or for your verification, as you may have been informed. In the event that you are unable to provide the required documents then the Participant may stand eliminated/disqualified at the discretion of the Company. You shall be solely responsible for the safety and security of all the documents, samples and all other belongings that you carry at the venue.
2. Participation in the Show is voluntary, and the Participant understands the risk involved in travelling to Mumbai for participation in the shoot of the Show, during the current Covid19 pandemic. The Participant hereby agrees and acknowledges that by choosing to travel for the shoot of the Show, the Participant is voluntarily choosing to participate in the shoot and is willing to bear the risks involved with such travel as well as participation in the Show. By choosing to participate in the shoot of the Show, you also agree to be bound by the terms and conditions applicable to the Show as available on the SonyLIV, at all times.
3. The Participant shall be required to make all travel arrangements on their own and at their sole cost including but not limited to travel to and from your hometown to Mumbai and the daily expenses for your stay in Mumbai during the shoot. The Participant shall be at all times responsible for obtaining all appropriate permissions to enable them to travel for the shoot and the Company shall not be responsible for the same at any time. The Company shall not be responsible for making arrangements or paying for the travel, lodging and food expenses of the Participant or any of their companions or any costs of transport of any products or samples that you may wish to carry to the In-Person audition. The Company shall reimburse for train travel (cost equivalent up to 3 tier AC tickets) for the Participants. In the event the Participants decide to travel by air, then the Company will reimburse the cost equivalent up to 3 tier AC ticket and not the whole cost of the ticket.
4. The Company shall arrange for the accommodation of the Participants, while they are in Mumbai, during the shoot days. Such arrangements shall be as per the policies of the Company and the Company shall not entertain any requests or demands in this respect. The Participant shall not claim reimbursement of any costs related to their travel, other than those mentioned hereunder, for the purposes of the shoot of the Show.
5. The Participant understands that in the event, he/she is unable to reach at the designated time slot/date for the shoot or is unable to participate for the shoot on the given date due to any reasons, including any Central or State Government issued guidelines or regulations, any disruption in travel etc., the Company shall not be liable to conduct the shoot or the reschedule the shoot for such Participant and the Participant may stand eliminated/disqualified at the discretion of the Company.
6. The Company shall have the sole right to re-schedule your shoot date or time slot, owing to any reasons whatsoever. You hereby confirm that you shall not raise any claims against the Company with respect to any such changes and/or re-scheduling. The Company shall also have the absolute right to cancel

the shoot on a particular day or as a whole, due to any reason whatsoever including but not limited to any lockdowns implemented by the State or the Central Government. You hereby confirm that you shall not raise any claims against the Company in this respect.

7. The Participant shall be responsible to comply with Covid19 related guidelines issued by the Central/State Government or any concerned authority or by the Company. The Participant and their companions are advised to always abide by the advisories issued by the Government and those issued by the Company with respect to social distancing and wearing masks for their own safety and for the safety of the other around them.
8. The Participant hereby declares that they are not suffering from any Covid19 symptoms or any ill health or chronic medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Participant to ensure that they are medically fit for participation and shall follow all health and safety norms. Should the Participant not be completely fit to travel, it is hereby advised to inform the same to the Company. The Company may advise such Participant not to travel and the Participant may stand eliminated/disqualified at the discretion of the Company.
9. Should the Participant or any of their companions or any person that they have been in contact with, falls ill or feels unwell or experiences any Covid19 symptoms, the Participant shall be responsible for immediately informing the Company of the same. The Participant or their companions experiencing such symptoms will immediately be asked to isolate themselves and quarantine. The Participant will also be required to undergo Covid 19 test, at their own cost. Should you test positive of Covid 19, you will be required to immediately quarantine yourself as per the applicable State Government regulations.
10. In the event that you are travelling from outside Mumbai, and you are travelling solely for the purpose of participating in the Show, it is advised that you stay in Mumbai only during the duration of the shoot. Should you decided to stay in Mumbai after the completion of the shoot for the Show, then the same shall be at your own risk and the Company shall not be responsible for the same in any manner whatsoever.
11. If the Participant falls ill during the course of travel or on/before/after their arrival in Mumbai, or during the auditions, the Company shall not be responsible for the same. It is hereby clarified that the Company shall not be bearing any hospital or medical expenses of the Participant or any of their companions.
12. The Participant and any of their companions that may be present at the In Person auditions, shall ensure that all follow and adhere to health, safety and other guidelines as may be prescribed by the Company and other instructions of the Company. The Company shall have the right to disqualify any participant should the participant and any of their companions fail to comply with any instructions of the Company. The Participant shall not hold the Company responsible for any reason whatsoever regarding the process, policy or any protocols to be followed during the In Person audition process. The decision of the Company shall be final in all regard with respect to any aspect of the auditions or the Show.
13. The Participant agrees to participate in the Show at its own risk, and agrees to release the Company, to the maximum extent allowed by law, from any liability, direct or indirect, connected to or resulting from any Covid19 connected illness that may be suffered by the Participant and/or any companions of the Participant.

14. The Participant agrees and understands that the process of shooting for the Show, in no way confirms or guarantees selection any pitch or confirmation of investment by a Shark or for the Participant to appear in the final cut of the episode of the Show to be broadcasted. The Participant agrees and confirms that the Company will have the final creative call with respect to the Show and shall have the unfettered right to edit the Show in any manner that it may deem fit.
15. The announcement, solicitation and/or acceptance of any investment in the Participant's pitch thereto of any kind, from one or more of the Shark/s is between the said Participant and the Shark/s. The Company shall not be liable in any manner, in case any Shark eventually decides not to invest in the pitch of the Participant or decides to withdraw their agreement. The investment by the Shark/s in the pitches, shall at all times be subject to due diligence done by the Shark/s. The Shark/s may choose not to invest in the pitches presented by the Participant, should the Shark not be satisfied with the due diligence that the Shark undertakes. The Participant, by choosing to participate in the Show, agrees and confirms that the Company shall in no manner be liable for any actions, promises or omissions of the Shark/s and any transaction between the Shark/s and the Contestants shall be to the exclusion of the Company. The Participant understands that by choosing to participate in the Show, there is no guarantee that the Shark/s will choose the Participant's pitch or that once the Shark selects or agrees to invest in the Participant's product/business on the Show, the Shark will actually invest in the same.
16. The Participant hereby understands and agrees that the panel of "Shark/s" as announced by the Company is subject to change at the Company's discretion anytime during the Show and the Company shall not entertain any complaints from the Participant(s) in this regard.
17. The Participant hereby understands that the Company may receive pitches for business ideas or products or services which are similar in nature to the pitch being submitted by the Participant. Further, the Participant hereby understands that the Shark may be, prior to the participation in the Show, in the process of developing business ideas or products or services which are similar in nature to the pitch being submitted by the Participant. In either case, the Participant shall raise any issues or concerns, only against the individuals concerned, to the exclusion of the Company. Further, if the Company receives any claims with respect to products or ideas submitted by the Participant, then the Participant hereby undertakes to resolve it on their own. Further the Company shall have the right to remove or edit such Participant's pitch and/or appearance out from the episode.
18. The Participant understands and agrees that the details submitted by them regarding their business/product/idea/invention including the design, use, and operation thereof, may be publicly shown and described in detail on the Show. Such disclosure may adversely affect their interests in the business, including without limitation, the ability to prevent against theft of the business idea and the protection of the business idea through the acquisition of intellectual property rights, such as patents, trademarks, or copyrights. The Participant shall further ensure that all the materials carried by them including any promotional materials that they want to display on the Show, while making the pitch, does not violate any intellectual property rights of any third parties. The Participant hereby undertakes that the pitches, and brand name of their business/product/service or any materials presented or submitted by them does not violate any rights of any third parties and the Participant shall keep the Company and Shark/s indemnified in this regard. Should the Company receive any claims with respect to the pitches made by the Participant, the Participant shall settle such claims, on his/her own, to the exclusion of the Company. The Company shall have the complete right to disqualify a Participant or to remove or edit his/her appearance on the Show, at any point, should the Company receive any claims with respect to the Participant or otherwise.
19. The Participant hereby undertakes to maintain strict confidentiality about any and all information that the Participant may receive from the Company with respect to the Show. The Participant shall not

disclose any information whatsoever relating to the Company and/or the Show to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation. The Participant shall at all times keep confidential any information concerning or related to the Show (including without limitation participant selection process), the other Participants, the Shark/s, the events contained in the Show, any ideas, products, inventions, services or businesses presented by any Participant in connection with the Show or the outcome of the Show or any episode or presentation associated therewith.

20. The Participant cannot use the name of the Show or any elements in any manner or post behind the scene videos or any content related to the Show, on their personal social media platforms or any other platforms, without the prior approval of the Company. The Participant shall not try and monetize any clips, images or elements of the Show in any manner. The Participant shall not disclose any information about the audition process or share any documents relating to the Show that they have access to or copy them. Failure to comply with this requirement will lead to disqualification.
21. In the event the Participant has any companions travelling with them, the Company may in its sole discretion, allow or require such companions to be a part of the episode in which the Participant's appearance and/performance in the Series is shown. The Participant, on behalf of such companions, hereby assigns all their rights in and arising out of the said Series that exist under the provisions of the Copyright Act, 1957 as amended in 2012 and/or any other statutory re-enactment thereof, in all forms of exploitation solely, exclusively and irrevocably to Company in perpetuity for the entire world and for exploitation in any manner as deemed fit by the Company on and across any and all media and in any manner whether presently known or based on which media may be invented in the future to the extent applicable under the Act. The Participant hereby confirms that they shall not, at any time, raise any claims of whatsoever nature, against the Company and/or any of its affiliates, with respect to the incorporation of the performance in the said Series or with respect to the Series in general. Without prejudice to the generality of the above, this is also to confirm that the absolute and unlimited copyrights in the audio-visual recording of the Participant's appearance and performance shall vest exclusively and in perpetuity with the Company and/or its assigns. The Participant hereby irrevocably and unconditionally waives the benefit of any provision of law known as "droit moral," "droit d'auteur" and "droit de suite" or any similar law in any country of the world in respect of the exercise of the Company's rights hereunder, and also irrevocably and unconditionally grants all necessary consents under any applicable laws and waive their moral rights under section 38-B of the Copyright Act, 1957 with all the amendments made thereto in respect my performances as incorporated in the Series. The Participant hereby confirms that the provisions of Section 19 (4) of the Copyright Act, 1957 as amended in 2012, shall not be applicable to this NOC. In the event the Company incorporates any audio, video or any audio video clips in the Series or any images or other materials related to the Participant, in the Series, the Participant hereby consents to the inclusion of the same, further provide the Company with a perpetual, irrevocable, sub-licensable, royalty free license to incorporate such content in the Series. The Participant shall in no manner protest the same or raise any claims in this regard and hereby undertakes that the Company shall not receive any claims with respect to any content provided by the Participant and will resolve any claims received on their own to the exclusion of the Company .
22. The Participant shall not disaffirm the foregoing terms and conditions, and will indemnify the Company and/or its affiliates, group companies, partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors, contractors, partners or other persons used by them in relation to this Show and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, liabilities and expenses that may be brought against the Company in connection with the Participant's participation in the Show.

23. By signing this letter, you here agree and accept the terms and conditions of the Show, as available on the SonyLIV platform. The Company has the complete right to either revoke this letter, cancel or modify this round of In Person auditions or any rounds of the Show or the Show in general and you shall not contest the same at any time. The Company also has the right to disqualify any contestants/participants, at its sole discretion, at any stage of the Show and you hereby agree not to challenge any such decisions of the Company. The Company is at full liberty to take any decisions with respect to the Show. All the decisions pertaining to the entire audition process including shortlisting of contestants/participants shall solely be at the Company's discretion without any demur from your end.

ANNEXURE D – NO OBJECTION CERTIFICATE

CULVER MAX ENTERTAINMENT PRIVATE LIMITED

CIN: U92100MH1995PTC111487

Interface Building 7, 4th Floor,
Off Malad Link Road, Malad (West)
Mumbai – 400064

Sub: No-Objection Certificate / Consent Letter (“NOC”)

I/We, the Contestant(s) hereby consent and permit, allow the Company, with respect to the Show, for incorporation of all pitch/ interview(s)/works, either in form of my appearance/bites/audio-video(s), performance(s) and/or photographs, images and/or any individual(s)/coordinator(s) /helper(s) accompanied/hired by me (**“Appearance”**) and/or the pitch/business idea, or any other materials including video/audio/picture/logo/documents submitted/furnished/shared/transferred by me to the Company along with any third-part proprietary materials including but not limited to images, video, audio, audio-video, copyrights, trademarks, logo, patents etc., in any form and manner and any other material in any nature/form whatsoever (**“Submitted Material”**) with respect to the show titled as “Shark Tak India” (**“Show”**) to be produced by or at the instance of the Company. For the purpose to this NOC, the Company shall include its affiliates, group companies, associates, successors, licensors, assigns, sponsors, its agents, representatives, its employees, officers, directors, contractors, sub-contractors, partners and/or the organizers of the Show. Appearance and Submitted Material shall collectively read as **“Recording(s)”** for this NOC.

This NOC is to confirm that I hereby consent and allow the Company to incorporate the Recording(s) in the Show. I hereby assign all my rights in the Recording(s) as per the provisions of the Copyright Act, 1957 as amended from time to time and/or any other statutory re-enactment thereof, in all forms of exploitation solely, exclusively and irrevocably to the Company in perpetuity for the entire world and for exploitation in any manner as deemed fit by the Company on and across any and all media and in any manner whether presently known or based on which media may be invented in the future to the extent applicable under the Act. I hereby acknowledges and confirms for utilization of the my name, photograph, likeness or signature in the Show and/or for any purpose in relation to the Show and I, further confirm that I shall not, at any time, raise any claims of whatsoever nature, against the Company, its group companies, its employees, officers, and directors and/or any of its affiliates, with respect to the incorporation of my performance in the said Show or with respect to the Show in general. Without prejudice to the generality of the above, this is also to confirm that the absolute and unlimited copyrights in the audio-visual recording of my Recording(s) shall vest exclusively and in perpetuity with the Company and/or its assigns. I hereby irrevocably and unconditionally waive the benefit of any provision of law known as "droit moral," "droit d'auteur" and "droit de suite" or any similar law in any country of the world in respect of the exercise of the Company's rights hereunder, and also irrevocably and unconditionally grant all necessary consents under any applicable laws and waive my moral rights under section 38-B of the Copyright Act, 1957 with all the amendments made thereto in respect my performances as incorporated in the Show. I hereby confirm that the provisions of Section 19 (4) of the Copyright Act, 1957 as amended, shall not be applicable to this NOC.

I hereby agree that no monies shall be payable by the Company towards the incorporation and use of the Recording(s) in the Show and/or for any purpose in relation to the Show and I shall not raise any claim now or in the future in this regard against the Company. Further I have executed/acquired all the proper authorizations for incorporating the Submitted Material in the Show for perpetuity and I have appropriate documentations in place with the respective individual(s)/coordinator(s) /helper(s) accompanied/hired by me for the respective pitch(s).

I hereby further confirm that any claims or representations made by me during the shoot of the Show, or any clips or content related to the Show are true and accurate. Any claims or representations made by me about any incidents in my life or any opinions narrated by me to the Company are my own and I hereby confirm that the Company in no manner endorses the same or they are not the opinions of the Company in any manner. In the event, there are any claims of whatsoever nature against the Company with respect to the Company's use of my performance with respect to the Show or otherwise, then I will indemnify the Company with respect to the same and shall deal with such a claim myself without any recourse to the Company. The Company shall in no manner be responsible for any claims with respect to my performance.

I hereby expressly agree that, I shall not share any information (and shall not cause or permit others to) at any time, either during the continuance of this NOC or thereafter, use (save for the purposes of this NOC) or make available or disclose directly or indirectly to any person whatsoever other than the servants or agents of the Company (whose province it is to know the same) any audio-visual content, video, audio, concept, story, script, screenplay, dialogues, title, production methods, technical or financial data or any other confidential or proprietary information, documentation or material used or owned by or relating to the Show, operations, processes or business of the Company, its parent, agents, subsidiary or associated companies or employees or customers of the Company which may be entrusted or become known to the me in the course or as a result of this NOC.

The Company may use my name to publicize or advertise the Show. I hereby release the Company, its affiliate, its directors and employees from liability for injury, loss or damage to person or property. I further understand that there may be various sponsors and product placements in relation to the Show, to which I shall have no objections whatsoever.

I understand that any publicity or other information with respect to the said Show shall be under sole control of the Company and therefore I shall neither publicize the Show nor refer to the Show herein contemplated in any interview nor authorize any person or entity to release such information.

I shall *liaise* and co-ordinate with such representative as designated by the Company for any queries relating to the Show and shall deliver the Recording(s) in such form and format as communicated by the Company through its designated representative.

It is hereby clarified between the Parties that the Company shall not be liable in any manner whatsoever for any claims in respect of the Recording(s) and I hereby agree to indemnify the Company from any claims with regard to the same.

This NOC shall be governed in accordance with the laws of India and the courts of Mumbai will have jurisdiction to deal with any dispute that may arise between the Parties in connection with this NOC.