

**Rules and Regulations for “Indian Idol – Season 15”**

“**Indian Idol Season 15**” (hereinafter referred to as “**Show**”) is organized and conducted by Culver Max Entertainment Private Limited (formerly known as ‘Sony Pictures Networks India Private Limited’) (“**the Company**”, “**CMEPL**”). The Show will be telecasted on the Company’s channel “Sony Entertainment Television” (“**SET**”/ “**Channel**”) and hosted on the Sony LIV App (“**App**”). The Show will be governed by the rules and regulations stated hereunder (“**Rules**” or “**Rules and Regulations**”). The Company reserves the right to modify these Rules and Regulations without any prior notice. You (Participant(s)/ ‘You’/ ‘Your’) are advised to access, view and keep themselves informed of these Rules and Regulations. If you do not agree with any of the Rules and any amendments thereto, you must not participate in the auditions of the Show.

## Definitions

Show	“Indian Idol - Season 15”
Company / CMEPL	Culver Max Entertainment Private Limited (formerly known as ‘Sony Pictures Networks India Private Limited’). The Company shall mean and include its affiliates, group companies, its employees, officers, and directors.
Show Management	Organizers of the Show including the Producer (defined below), Company or its respective assignees and affiliates
Website	<a href="https://www.sonyliv.com/">https://www.sonyliv.com/</a>
Sony LIV Application (App)	Application owned and controlled by the Company, which is open for the public at large within the Territory, subject to these Rules and Regulations.
Participant	Any individual who appears for the audition of the Show and completes the registration process (as described herein below) are eligible to participate in the auditions as per Rules and Regulations defined herein.
Participant Eligibility	Any person who (i) is above fourteen (14) but not above thirty (30) years of age as on August 18, 2024 (ii) is a citizen of India and residing in India (iii) is of sound mind and health (iv) does not have any criminal conviction (v) does not have any disability by way of any existing arrangement or contractual obligation which prevents the person from participating in the Show or performing in any event such as singing, music composition or any other event of similar nature organized by the Show Management (vi) enters the Show in accordance with the Rules and Regulations as stated in this document.  Employees of the Company, of the Producer, of the advertising agency, of the process advisors and process auditors, of the agents, of the process partners and any other person associated with the Show or the Company which has been appointed from time to time, employees of the sponsors and members of their immediate family,

	<p>persons other than Indian nationals, or Indian nationals living outside India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those persons who have participated and made it to any televised rounds of any previous seasons of the Show or any other show of similar nature are ineligible to enter the Show.</p> <p><i>Note: For Participants who are under 18 years of age (“Minor”) all the Rules &amp; Regulations stated herein shall deem to apply on the Parent/Legal Guardian (as defined hereinafter) of the Minor and the Parent/ Legal Guardian of the Minor Participant shall be bound by all the Rules &amp; Regulations on behalf of the Minor at all times. Upon reaching the age of 18 years within the duration of the Show, all the Rules &amp; Regulations shall be applicable to such grown minor as that to the other participant.</i></p>
Auditionee	Shortlisted Participant who participates in the Qualifier Rounds till Top 16 Contestants are selected
Contestant	Top 16 Participants selected to appear on the Show
Qualifier Rounds	Shall mean and includes Silent Audition, Open Audition, City Audition, Culling Round and Theatre Round, as specified below.
Audition(s)	<p>A. <b>‘Silent Auditions’</b> - On-ground Auditions conducted at Music Schools and Institutions as per the discretion of the Show Management.</p> <p>B. <b>‘Open Auditions’</b> - On-ground Auditions conducted across cities as mentioned below as per the discretion of the Show Management.</p> <p>C. <b>‘City Auditions’</b> - On-ground Auditions conducted across cities as mentioned below as per the discretion of the Show Management</p>
Culling Round	Shortlisting of the participants from the City Auditions
Theatre Round	Shortlisting of the participants from the Culling Round
Gala Round	Individual performance of the Top 16 Contestant(s) from the Theatre Round to mark the beginning of the Show
Producer	Fremantle India Television Productions Private Limited
Publicity Rights	Right to use Contestant’s/Participant’s name, likeness, voice, picture, video or the content of his/her participation
Rules and Regulations	Rules governing the Show, stated herein in entirety, as may be amended from time to time by the Company, in its sole discretion
Territory	Shall mean India
Audition Period	The Audition period for the Auditions which shall start from August 18, 2024.

Parent	For the purpose of participation in the Audition, it is hereby clarified that Parent shall mean the natural parent of the Participant 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 Company shall have the sole discretion to decide about allowing such Participants.
Legal Guardian	Legal Guardian shall mean 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 Company shall have the sole discretion to decide about allowing such Participants.

## **Procedure to participate in the Show**

### **Registration Process**

1. The Show is open for all Participants as defined hereinabove in this document.
  2. The Auditions will be conducted offline/on-ground and interested participants are required to submit a fully filled registration form and will be required to furnish certain basic details such as:
    - Name
    - Gender
    - Mobile Number
    - Alternate mobile number
    - Date of birth
    - Email ID
    - State
    - City
    - Parent/ Legal Guardian Details (in case of Minors)
- a. On completion of the registration the Participant or Parent/Guardian in case of a Minor in any stage of the audition(s) of the Show, by virtue the Participant/Parent/Guardian accepts and agrees to the following rules and regulations to enable the Participant to participate in the Auditions in addition to the Terms & Conditions put on the website [www.sonyliv.com](http://www.sonyliv.com) and further to be bound by any decisions made by the Show Management.
  - b. The Parent or Legal Guardian of the Minor participating in the Audition hereby represents and confirms that such Parent or Legal Guardian completely understands the nature of Show and that he/she has voluntarily chosen at his/her free will to permit his/her Minor child to participate in the Auditions and further participate in the Show (if selected) and such Parent or Legal Guardian (in case of Minor Participant) is willing to bear all risks, costs & consequences arising from participation of his/her Minor child in the Audition and/or the Show. All representations and warranties, obligations, terms and covenants as laid down herein and applicable to the Minor Participant shall be deemed to be applicable on the Parent/ Legal Guardian and the Parent/ Legal Guardian (in case of Minor Participant) hereby agrees to comply and abide by the same.
  - c. The Parent/ Legal Guardian (in case of Minor Participant) hereby agrees and acknowledges that it shall be such Parent's/ Legal Guardian's complete responsibility in case of Minor Participants to ensure that the Minor's school/ college / university/ institute's attendance and education is not affected due to his/ her Minor child's participation in the Audition/ subsequent Auditions and/or Show (if selected). The Parent/ Legal Guardian (in case of Minor Participant) hereby undertakes to be fully responsible towards Minor Participant's education and shall ensure that the Minor Child's education & welfare will not be affected in any manner while permitting him/her to participate in the Auditions, subsequent round of Auditions and/or Show.

- d. The Participant and/or Parent/Legal Guardian (in case of Minor Participant) hereby agrees and confirms that even if the Participant is selected for the Auditions and/ or the Show, neither the Participant nor the Parent/ Legal Guardian (in case of Minor Participant) shall have any right to claim any benefit/demand/consideration/monies from the Company, Producer or the Show Management, in addition and/or in exchange of the selection.
- e. Any incomplete, erroneous, or unclear information, shall be considered invalid and deemed null and void and the entry of such Participant will not be considered.
- f. By participating in the Audition and/or the Show, the Participant(s) agrees to be bound by any decisions made by the Show Management in its sole discretion, including any interpretations of the Rules and Regulations.
- g. In order to confirm the eligibility of the Participant(s), the Participant(s) mandatorily require submitting scanned copies of the following documents as and when asked for by the Company. 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. If the Participant(s) are found to be ineligible, or if they have not complied with these Rules and Regulations, will be disqualified:
  - a) For valid Identity Proof (any one of the following):
    - i. PAN Card
    - ii. Aadhar Card
    - iii. Driving License
    - iv. Passport
    - v. Voter Identity Card
  - b) For valid Age Proof (any one of the following):
    - i. Passport
    - ii. Birth Certificate
    - iii. School Certificate
    - iv. Court Affidavit
  - c) For valid Address Proof (any one of the following):
    - i. Passport
    - ii. Ration Card
    - iii. Driving License
    - iv. Electricity Bill
    - v. Aadhar Card
  - d) For valid Proof of relationship/guardianship (any one of the following):
    - i. Ration Card
    - ii. Passport
    - iii. School leaving certificate
    - iv. Court order declaring the Guardian as the legal guardian of the Minor Participant
    - v. Any other Govt. document establishing the relationship/guardianship

(Submission of the aforesaid documents does not imply that the Participant has been selected for further participation)

- h. Documents provided should be clear, readable scanned copies and any failure to provide the same can lead to disqualification. The Company reserves the right to disqualify any Participant(s) from the Show or the Audition, in its sole discretion, if the Company is not satisfied with the documents submitted by the Participant and/or the Parent or Legal Guardian (in case of Minor Participant) or the Participant(s) at any stage is unable to supply any of the documents required by the Show Management/ the Company or supplies unclear, inaccurate, incomplete, or misleading personal details and/or information.
- i. Participant(s) are required to adhere to the verification process of the Company at the designated location which inter alia includes bringing original copies of their age proof, residence proof and their nationality proof (“Documents”). Additionally, the Legal Guardian(s) shall be required to provide the Company and/or the production house requisite documentation i.e., original copy of passport, birth certificate or PAN Card, evidencing the relationship with the Participant(s) in case the Participant is a Minor. Successful verification of the documents is mandatory for the Participants to progress further towards the other Qualifier Rounds. The Company reserves the right to ask the Participant to re-submit any of the above-mentioned document proof at any stage of the Show.

3. The process by which the shortlisted Participants are informed of their selection will be updated by the Company by the way of updating these Rules and Regulations. The Participants are advised to regularly access, view, and keep themselves informed of these Rules and Regulations.
4. Participants will be allowed to audition only once, in any city, any re-entry would be automatically disqualified. At all times, Participants must agree that the decisions of the Show Management shall be final and binding on themselves and they shall not have any claim against such decisions taken by the Show Management in respect of the Audition and the Show.
5. The Company reserves unconditional right to disqualify any Participant on any grounds as deemed fit for the successful execution of the Show.
6. The Participant/ Legal Guardian on behalf of Minor Participant shall undertake, warrant, and guarantee to the Company that he/she has full legal capacity to participate in the Show in accordance with these Rules & Regulations.
7. It is a condition of entry and participation in the Show that Participant(s) and/ or Parent/ Legal Guardian on behalf of a Minor participant, agree and sign up or acknowledge the Participant Release Form and any other documents as requested by the Company/Producer and abide by Rules & Regulations of such Participant Release Form and the Rules, Regulations as devised from time to time by the Company including but not by way of limitation of these Rules & Regulations. Participants shall sign and execute all documents and agreements as required by the Show Management to enable the Participants to participate in the Audition and/or the Show.
8. The Participant(s) agrees that he/she has not been convicted or is otherwise involved in any criminal offence 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 Participant(s) is/are not required to be present before any authority including police or any court of law during the shooting dates/or any other dates as informed by the Company.



9. The Participant(s) agrees that he/she has no disability which would prevent his/her participation in the Show or any other incidental event conducted by the Show Management.
10. The Participant acknowledges that he/ she has voluntarily chosen to participate in the Show at his/ her free will and is willing to bear all risks, costs, and consequences arising from such participation. It is a condition of entry and participation in the Show that:
  - a) the Participant does not have any valid and existing contractual, commercial, sponsorship agreement (including but not restricted to singing, music composition, recording, performing, merchandising contracts and /or any other event of similar nature) and /or
  - b) the Participant does not have any other arrangements for e.g. with a management company or an individual to act as the Participant's manager in respect of his/her musical or performing abilities or the products thereof or in respect of his/her name, likeness, image or biographyWhich might be in breach of the Release Form or Rules and Regulations or otherwise prevent the participants from participating in the Show or the broadcast, promotion, exploitation, or sponsorship thereof.
11. Participant should participate on their own and not on behalf of anyone else. In case of Minor, i.e., Participant who has not attained the age of majority i.e. 18 years or above as per the Income Tax Act, 1961 all the legal formalities are to be completed by their parents/guardians on behalf of Participants.
12. Employees, officers, directors, agents, and promoters including their immediate family members; of the Company and its affiliates across the globe, sponsors, producers, advertising agency, process advisors and evaluators, contract employees/ staff, partners, their affiliates, subsidiaries, group companies in India are not eligible to participate in the Show.
13. Participant(s) hereby represent and warrant that Participant(s) is not under any disability, restriction, or any kind of prohibition, which shall prevent Participant from performing or adhering to any of the Rules and Regulations herein and have not entered into and shall not enter into any agreement that may violate the Rules and Regulations herein.
14. If at any point in time during the Audition, any subsequent rounds of audition and/or the Show, it comes to the Company's knowledge that the Participant has become medically/mentally/ physically unfit to continue with the participation in the Audition and/or the Show, then the Company or the Show Management reserves all the rights to disqualify /eliminate the Participant from the next round of Audition or Show and/or at any point in time, without any liability to the Participant and/ or Parent/ Legal Guardian (in case of Minor Participant)

15. By registering for the Show, the Participant(s) represents that he/she is medically fit and do not have present or past psychological ailments at the time of Audition, any subsequent rounds of Audition and/or during the Show. 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 Show Management 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. However, in the event such medical condition renders the Participant(s) unfit for participation in the Show, then the Show Management shall have the right to disqualify such Participant(s) from further participation. If such Participant(s) has won any prize money before any such disability, then the same shall be paid to the Participant(s) in accordance with the process communicated by the Show Management.
16. The Company may, at its discretion, contact the Participant(s), if required, for any clarifications needed for the information provided in the registration. The Participant(s) may be disqualified from further participation in the Show, if Participant(s) is unable to give appropriate clarification as deemed fit by the Company.
17. In case there is any mismatch of Participant(s) details in any round of the Show, the Participant(s) may be disqualified from further participation in the Show, if Participant is unable to resolve discrepancies.
18. All personal details and information requested by and supplied to the Company by each Participant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Participant(s) from the Show or Audition in its sole discretion, should the Participant(s) at any stage supply untruthful, inaccurate, or misleading personal details and/or information.
19. On providing the mobile number for registration, it is assumed that the person has provided the permission to send SMS to or call him/her, whether or not such sender is registered on the National Do Not Call registry. The Company/ Producer may, at their discretion contact the Participants, if required, for any clarifications needed for the information provided in the registration form. All personal details and information requested by and supplied to the Company by each Participant must be true, accurate and in no way misleading. In case, it is found that the Participant has provided any incorrect/ false details knowingly or unknowingly, the Participant shall be disqualified from further participation in the show.
20. The Company shall keep all the information collected from the Participant confidential. Participant(s) by providing the sensitive personal information hereby agrees that the Company shall have the right to use and share the information so collected with such other third party as it deems fit for marketing and promotional purposes and the Participant hereby agrees that they shall not file any claim against the Company for sharing such personal information.

21. None of the Participants 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 Participant(s) shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the Participant's from further participation in the Show.
22. On request of the Company, the Participant(s) shall make arrangements for the Company to have access including but not limited to his / her residence, workplace, favorite hangouts, pets, etc. and obtain necessary permissions from his / her parents, siblings, friends and colleagues to be photographed, interviewed and to record or click their photographs, videos etc. if this is a creative requirement of the Show. The Company reserves the right to use and share the information so collected with such other third party as it deems fit for marketing and promotional purposes and the Participant or such other person as mentioned in this paragraph hereby agrees that they shall not file any claim against the Company for sharing such personal information.
23. Whilst the Company shall make all reasonable endeavors to (i) enable Participants(s) to proceed with the Show (ii) to contact all Participants(s) at each relevant juncture of the Show, the Company does not guarantee thereof and shall in its sole discretion be entitled to proceed with the next entitled Participant(s) under these Rules, in case it is unable to successfully contact and communicate with any Participant(s).
24. Participant warrants and represents to the Company that all information, including any communications, photos, text, video, graphics, images and other material submitted by the Participant for the Show ("Content"), are solely owned by the Participant or are provided with the express authority of the applicable owner(s) and the use of the Content by the Company will not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participants shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the Show Management, the Company, or their respective parents, subsidiaries, affiliates, and their respective officers, directors, employees, process advisors and process auditors, contractors and agents, sponsors, partners, third party associates from any claims (in India or abroad), arising out of or in connection with losses, costs, damages, expenses from infringement or alleged infringement by any content, or the defense of a claim or any costs payable thereof.
25. In consideration for participating in the Show, the Intellectual Property Rights (IPR, including but not limited to trademark, copyright, design, patent, etc.) arising out of and in connection with Show including but not limited to any communications, photos, text, video, images, documents, the performance of the Participant and other material created by any Participant in relation to the Show ('Material') shall be a work for hire owned by the Company and/or its assignees and if not deemed a work for hire shall hereby be assigned upon creation to the Company, without any further documentation and the Company is hereby permitted to use it as per its sole discretion and without any further reference, permission or consent from the Participant or the Company.

Participant hereby assigns any and all rights that the Participant may have or acquire in the material and all benefits and/or rights resulting therefrom to the Company without additional compensation. Participant hereby agrees to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. All such assignment of rights shall be perpetual, irrevocable, and universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Material. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'Moral Rights'. For avoidance of doubt the Company wishes to clarify that, any and all kind of developments, material, creations, created or provided or developed by the Auditionee during the call for entries and/or during the course of the Show shall be solely and exclusively owned by the Company.

26. The Participant by participating in the Show automatically grant Show Management, the Company a royalty-free, irrevocable, universal, transferable, non-exclusive right and license to use and display such entry for participation, and the Show, and any intellectual property rights in the Content and in relation to and arising out of such participation in the Show and images or footage thereof which shall include trade publications, press releases, electronic posting to the web page, or any other website, "Sony Entertainment Television" web site, channel, electronic hyperlinks to the web page, App and any display format selected by the Company during or after the Show or use by the Company as they deem fit and mutually agreed between them, without any further documentation, permission or consent of the Participant. For avoidance of doubt the Company and Show Management wish to clarify that though the Show Management and the Company have a license to use and display such entry for participation, and the Show, and any intellectual property rights in the Content and in relation to and arising out of such participation in the Show (as stated in detail above) the intellectual property rights in the materials and any developments, creations supplementary and ancillary thereto shall always be owned by the Company.
27. By entering into the Show and/or accepting the prizes, the Participant (individually) waives all copyrights, rights of publicity and any related rights and consents to the Company's right to picture, tape or portray him/her as a Show winner, and to exhibit this material 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, except where prohibited by law. The winner also consents to the Company's right to use Auditionees (his/her name), voice or picture, or the content of his/her participation i.e. Publicity Rights. The Company can allow to its agencies to exercise/exploit the Publicity Rights in conjunction with the Company.
28. Participants agree to participate in the Show at their own will and the Show Management, the Company are not in any way obligated or liable for any loss or costs that the Participant may suffer or incur and nothing is payable to the Participant for participating in the Show or the events following the Show broadcast.

29. The Show Management, the Company cannot and shall not be accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Show. Further, neither the Show Management, the Company nor its contractors will be held responsible for matters out of its control and for force majeure reasons. Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on circumstances. It is expressly provided that Show Management reserves the right to change the dates and timelines at its sole discretion.
30. The Show Management reserves the right to, at its sole discretion, withdraw or amend or add to these Rules / format of the Show at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any Participant may suffer as a result of participating or attempting to participate in the Show, the Show being withdrawn, or the Rules / format being amended.
31. The Company nor any of its affiliates or group companies shall be liable for any damage or loss (including but not limited to indirect, punitive or consequential loss) arising from personal injury or death, or loss of, or damage to property, which is suffered or sustained in connection with the participation herein or any aspect of the Show and further neither the Company nor any of its affiliates or group companies shall be responsible for any consumer grievances with respect the participation for the Show.
32. The Company shall not be responsible or liable in any manner whatsoever for any incident, accident that may occur during the course of the Participant's travel to or from the venue of the Auditions or the Show.
33. Using of false names/ identities, illegal/false mobile numbers, fake email addresses and/or any other illegal means either online or in hard copies shall be considered as suppression of facts and if the company has to suffer of any adverse consequence in this respect, the Participant(s) shall be disqualified and penalized for the same in any manner as the Company may deem fit.
34. Participant(s) found indulging in any malpractices including but not limited to cheating, misrepresentation, providing false information shall be disqualified from the on-going Show and strict legal action may be taken by the Company against such Participant(s).
35. In the event any Auditionee (including winner) is found to be in violation of any rules of the Show or is found to be involved in any form of fraud, misrepresentation, dishonesty during the Show, the Show Management reserves the right to initiate legal proceedings against such Auditionee and take any other action in its sole discretion including but not limited to recovering the prize money or any expenses it may have incurred towards that Auditionee.
36. The decision of the Company on all matters, queries, or disputes, concerning the Show including the selection of Participants for the Auditions, the number of rounds of Auditions conducted, the criteria for selection for further rounds of Auditions and the Rules and Regulations shall be final and binding and no correspondence shall be entertained in this regard.

37. All information provided in connection with the Show is provided "as- is" without warranty of any kind (with respect to the authenticity of information) Show Management makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Auditionee and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, or fitness for any particular purpose.
38. With respect to prize money, any withholding requirements will be complied with. Taxation of any proceeds should be discussed with your tax advisor. Taxes on the prizes are the sole responsibility of the prize winners.
39. The Participant agrees that participation in any stage of the Show (including audition) shall not entitle him/her for participation in subsequent stage. The Company reserves its right to disqualify and/or exclude, in its sole and absolute discretion, any participant from any stage of the Show without assigning any reason, therefore.
40. The Participant specifically agrees, allows, grants and permits the Company or any party authorized by it to record (audio-video/audio or video) the participation process/performance at Show, including but not limited to the performance and any interaction of the Participant with the Company or fellow Participant or any judges and/or representative of the Company, if any, of the Participant(s) rendered during entire Show or any related series of video recordings which have been shot during the Show on film, tape or digital or other electronic media and includes recording of any personal questions or conversations relating to the personal lives of the Participants ("Footage") and agrees that the Footage may be used by the Company as it deems fit anywhere in the world at any time now or in the future, including but not limited for promotion of the Show. For the avoidance of doubt, all rights in the Footage vests exclusively with the Company worldwide in perpetuity and the Company is entitled to exploit the same in any manner it may deem fit.
41. The Participant agrees that they are in no way connected to the Company, App, Channel, its subsidiary or affiliates or any group companies. Participation by anyone shall be rejected, if it is found that the Participant is related to the Company in any way as mentioned herein above.
42. Participants and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall not offer any bribe or make any gesture towards any ground management team and/ or any members of the Company to get any favors. Any such acts shall eliminate the Participant from Show. Any fraud in respect to entry forms or tampering of audition process will attract legal action and disqualification from the Show. Participants shall not harm or damage any resources/material/property on set.
43. Participant agrees to follow all directions/rules and regulations framed or given by the Company from time to time in connection with the audition and the Show. The Participant agrees that his/her participation is of voluntary in nature and by his/her own risk and will have no claim against the Company on any account whatsoever. The Company shall not be responsible for any damage, loss or any form of physical or mental harm or injury caused to him/her.

44. For the purpose of participation, all expenses if any, including travelling and lodging cost and expense incurred in sending SMS shall be borne by the Participant. This clause is applicable to the participant or anybody accompanying him/her as well.
45. The Participant agrees, confirms, and warrants that he/she shall have no right, title, interest or other claim whatsoever over his/her performance/work/photos submitted or created during the Show and the copyright in the same shall vest with the Company in perpetuity for the entire world.
46. Company shall not be responsible to the winner for cancellation, discontinuance and/or postponement of the audition or the Show. The Participant(s) agrees and undertakes that he/she is not entitled to any cash equivalent or alternatives for participation in the Show.
47. The contest may be discontinued or terminated by the Company at any point of time without assigning any reason thereof.
48. The Company reserves the right to modify the Rules and/or the Terms and Conditions from time to time without any prior/public notice.
49. The Participant undertakes to provide and/or execute any documents as may be deemed necessary by the Company to effectively carry out his/her obligations under the contest and/or Terms and Conditions.
50. The Participant will have to sign the appearance release form, non-disclosure agreement and/or such other documents as required by the Company in order to participate in the Show. The non-adherence of the signed documents will lead to disqualification, as deemed fit by the Company.
51. Company shall not be responsible in any circumstances for the non-fulfilment of commitments/ obligations of Third Party.
52. All the decision of the Company shall be final and binding. No disputes regarding the participations/selection/rejection/broadcast or rights of the Participant will be entertained at any point of time. Decisions of the Company and/or the production house shall be final and binding on the Participant(s).
53. The Participant(s) shall hold harmless and indemnify, the Company, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma or lost opportunity suffered by the Participant(s) in connection with the activity and also to the extent possible under law, waives all rights to 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 to claim any damages or reliefs.

54. The Participants and Parent/Legal Guardian shall indemnify and hold the Company harmless, its group companies, affiliates and subsidiaries and their respective officers, directors, and employees, against any loss that may occur to them due to non-adherence of these Rules and the other Rules as contemplated herein to be complied by each Participant.
55. The Company, shall be under no liability whatsoever to the Participants and/or Guardians, in respect of any loss, damage suffered by the Participant and/or Guardians 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 Participant and/or Guardians at any stage of the Show whether or not caused (1) by the Participant's participation in the Show, or being selected or disqualified including loss of opportunity, loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the Show, if selected; (2) as a result of the decisions of the Company; (3) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Company; (4) by any printing, typographical or technological errors in any materials associated with the Show and/or (5) while travelling for the purpose of the Show. Notwithstanding the generality of the foregoing, the Company expressly excludes 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, business, revenue, goodwill or anticipated savings pursuant to participation in the activity. In no event will the measure of damages include, nor will the Company be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant and/or Guardian; or circumstances beyond the Company's reasonable control.
56. All rights in respect of this Rules and Regulations are reserved by the Show Management and are subject to change from time to time, without any prior intimation by the Show Management by way of publishing the same on its website. Participants and their Legal Guardian, if any, agrees that they would abide by same.
57. The Auditions will be conducted based on the below mentioned schedule (Schedule I):

<b>Date</b>	<b>Name of the city</b>
18 August 2024	Kolkata
20 August 2024	Guwahati
25 August 2024	Delhi
31 August 2024	Mumbai



## **General Rules and Regulations**

1. By choosing to participate in the Show by sending entries in any of the aforesaid manner shall be acceptance of these Rules and Regulations.
2. These Rules & Regulations may be subject to amendment from time to time and as such participation in the Show would be considered acceptance of the amended Rules & Regulations
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 Participant(s) for paying an entry fee for participation in the Show is defrauding the Participant (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 way to participate in the Show is in the manner detailed above and prize monies are awarded only to the selected Contestants. 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. An entry is not transferable.
5. Registration to the Show does not guarantee the selection of the Participant(s) to proceed with the Show. Registration also does not entitle any Participant(s) to a prize or award. If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s) shall be liable to refund all amounts received from the Company.
6. By the act of participating in the Audition, the Participant has provided their consent to collect & store their personal information. The Company shall keep all the information collected confidential. Please refer to Channel's Privacy Policy.
7. The Company also reserves the right to disqualify a Participant in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Company or any of the Company's sub-contractors and vendors in the Show, and/or the information stated in the documents furnished by the Participant.
8. The Company and/or the Producer and/or judges of the Show reserve the right with respect to the decisions of the selection and/ or the elimination of the Participant and the selection of the same shall be final and binding on all the Participant(s) and in no event shall the Participants dispute such decision(s).

9. The Company, App and/or the Channel reserve the right in its sole and absolute discretion to amend, alter, modify, change, vary or terminate the Show, format any Rules & Regulations mentioned and accordingly the rules for registration, process of Audition, Participant(s) eligible for Qualifier Rounds, Rules and Regulations, and/or the Show at any time, at its sole discretion, during the Audition Period or otherwise without giving any prior notice to the Participant(s) and it shall be the sole responsibility of the Participant(s) to check the Rules and Regulations from time to time. The Participant(s) by participating in the Audition process agrees to such amended rules.
10. The Participant(s) and/or the Parent/Legal Guardian (in case of a Minor Participant) hereby 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 Participant(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 Participant's manager in respect of his/her musical or performing abilities or the products thereof or in respect of his/her name, likeness, image or biography which might be in breach of the Rules & Regulations or otherwise prevent the Participant(s) from participating in the Show or the broadcast, promotion, exploitation or sponsorship thereof.
11. The Participant(s) and/or the Parent/Legal Guardian (in case of a Minor Participant) hereby represents that he/she and/or the Parent/Legal Guardian 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 Participant(s) and/or the Parent/Legal Guardian (in case of a Minor Participant) 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).
12. The Company shall have the authority and right to disqualify Participant's, at any point of time, if it comes to the Company's knowledge that the Participant's, being a Minor has participated without the due consent, knowledge and awareness of their Parent /Legal Guardian and/or Participant(s) is in breach of any Rules and Regulations and/or undertakings herein.

13. The Company reserves the right to suspend any of the Participant(s) in case it has reasonable grounds to conclude that the individual(s) and/or the Parent/Legal Guardian (in case of Minor Participant) have been alleged in any public domain and/or social media websites for any misconduct, sexual harassment, physical abuse, coercion in any form, criminal cases or any other reasons which may be tantamount to general misconduct.
14. The Contestant hereby agree that by participating in the audition(s) for the Show, they shall not without the prior consent of the Company and the Producer, appear in any other television programme or singing shows or film or web-series or commercials until the end of the broadcast of the full Show.
15. The Participant and/or Parent/ Legal Guardian (in case of Minor Participant) shall ensure that the acts/ performance in the Audition video shall in no manner infringe any rights including the copyright of a third person/party. In the event of any violation to the aforementioned, the Participant shall be disqualified from the Auditions, immediately, without any prior notice of the same and the Participant and/or Parent/ Legal Guardian on behalf of Minor Participant shall solely be liable for any and all action arising therefrom and shall also be liable to indemnify the Company, its affiliates/group companies/employees, the Producer, agents, representatives, etc. against any and all losses, claims including third party claims, disputes, disruption, demands, actions, damages, liabilities, etc.
16. Participant(s) will not be confirmed as Contestants of the Show if they are suffering from any kind of ill health, medical problems including but not limited to heart ailment, blood pressure ailment, final stages of pregnancy, COVID-19 etc. It is the responsibility of the Participant(s) to be medically fit for participation. Nevertheless, the final decision regarding their participation in the Studio Part of the Show rests entirely with the Show Management.
17. The Company reserves the right to include without limitation any additional round /level, theme / feature such as a wild card entry, judges, round, etc. in the Auditions, any subsequent Audition process, and/or between any round/phase of the Audition, subsequent Audition including introducing any wild card entry in the Show that may include any person as a wild card entrant/participant in the Audition / Show at any time during any stage of the Show. The Company reserves all rights to increase or decrease the number of rounds/levels of the Auditions/ subsequent rounds of Audition at any time at its sole discretion and the Participant/ Parent/Legal Guardian (as applicable) shall not have any right to object against the same and any such changes shall be deemed to be binding on all the Participants.
18. During the Audition period, the Participant and/or Parent/Legal Guardian (on behalf of Minor Participant) shall keep the Company, or the Show Management informed of any events which relate to COVID 19 or any other such situation that:
  - a. Is not existing or reasonably foreseeable at the date of Audition, AND Which will materially and adversely affect Participant's ability to perform or participate in subsequent rounds of the Show

- b. If, as a result of the global COVID 19 virus situation, Participant's performance is rendered impossible or impracticable, then the Company at its sole discretion may decide to either disqualify the Participant or allow performance post recovery, as deemed fit.
  - c. The Participant and/or Parent/Legal Guardian on behalf of the Minor Participant hereby undertake to sign any and all such documents, as may be required by the Company to enable the Participant to participate in the Show including but not limited any declarations and undertaking as may be required with respect to the COVID-19 pandemic. During the shoot of the Show, the Participant and/or Parent/Legal Guardian (on behalf of Minor Participant) hereby agrees to abide by all rules, regulations, guidelines, Government orders and any and all instructions issued by the Company with respect to the shoot of the Show.
19. If at any time, including after disbursement of prize, any information submitted by the Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Participant(s) shall be liable to refund all amounts received from the Company.
20. Reasonable attempts shall be made by the Company or the Show Management to contact shortlisted participants through the contact details provided during the Registration and/ or in any other manner as deemed fit by the Company/ Producers/ Show Management and/or representative of the Company/ Producers/ Show Management. The Company/ Producers/ Show Management does not accept any responsibility for any incorrect and/or incomplete contact detail provided and/or delay in receipt of contact details and/or non-receipt of contact details. The Company or the Show Management shall at its own discretion make or refuse to make additional attempts to contact any participant.
21. In case of any scheduled in-person interview with the Company and/or Channel representatives and/or Judges, only the authorized parties (including Judges, Participants, Contestants, the Company, and/or Channel representatives) will be able to allow the Participants into the interview venue. The Company will have the final right to refuse registration/ eligibility at their sole discretion.

22. The Company/ Producers/ Show Management reserve the right to record the personal interview as part of the selection process and for future reference. However, the Participant and/or Parent/Legal Guardian (on behalf of Minor Participant) cannot record the Personal Interview. In the event of any unforeseen loss of recordings, the Company may, at its own discretion, request Auditionees to appear for a repeat personal interview session. The Company reserves the right to increase/ decrease/ alter the number of Auditionees at any point.
23. The Participant(s) and Parent/Guardian on behalf of Minor shall at all times keep confidential the selection process and all details regarding the Show including Audition and Personal Interview which he/she might be informed of or which he/she might learn or come to know of as a Participant(s) or as a shortlisted potential candidate. If any Participant is found to indulge in any malpractice or in sharing any information w.r.t the Audition & selection process, they will be disqualified from the Show immediately.
24. The decision of the Company in connection with 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 & binding on all concerned.
25. Further, the Company, App and/or the Channel and/or judges shall be entitled to, at its discretion, any time during the telecast of the Show, to re-introduce the eliminated Contestants/Participant(s) and/or re-introduce fresh Individuals/Contestants/Participants during any stage of the Show.
26. The Company reserves the right to terminate and/or postpone the Show without giving any prior notice to the Participant(s). Such decision shall be final and binding on the Participant(s) and the same shall not be disputed and/ or challenged in a court of law.
27. Company shall keep all the information collected from the Participant(s) (including videos submitted and interviews conducted) confidential and shall use the same for the purpose of inviting the Participant(s), if selected. Each Participant, by electing to participate in the Show, hereby explicitly consents to the collection, storage and processing of such personal data collected from him/her. The Company agrees that such personal data shall be collected and processed only for the purposes of the Show and/or any other purpose as the Company may deem fit for the furtherance of its business.

28. The Company reserves the right, at its sole discretion, to disqualify any Participant who may be responsible or who tampers with the entry(ies), Auditions process, and to cancel, modify or terminate the Audition or any part of the Audition/Show. Further, the Company reserves the right to take legal action against such Participant/Parent/Legal Guardian/person/party who has commit.
29. ed a breach under the Cyber laws (Information Technology Act, 2000 and all its amendments thereof) and/or any other laws as may be applicable from time to time and the Company shall be entitled to such remedies in law as applicable.
30. Participant(s) shall not attempt to gain unauthorized access to the Participant accounts, servers or networks connected to the Company services by any means including but not limited to disrupt the Company services by uploading content which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource. Participant(s) agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support the Company or the Company services. Participant(s) shall not attempt to transmit content regarding services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, and/or chain letters.
31. The Company reserves the right to disqualify the Participant(s) in case a discrepancy is found to exist in the information provided by the Participant and/or the Company has sufficient reason to believe there is breach of any of these Rules & Regulations by the Participant and/or any technical errors which in the opinion of the Company render the Audition invalid, at any point in time during the Audition Period or otherwise. The Company has the right to substitute an alternative Audition method at its absolute discretion.
32. While all attempts will be made to protect the Auditioning data from loss and/or corruption, Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby agree and acknowledge that all systems are prone to failure and hacking attempts. In the event of any data loss, the Company shall make reasonable endeavors and may disqualify all the Auditions received or conduct a re-Auditioning or continue with whatever data available in the manner it deems fit. The Company will not be responsible for any damage resulting from the loss of data or action taken by the Company on account of the same. The Company shall not be responsible to make good any loss or dissatisfaction suffered by the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) on account of such loss.
33. The Company, its affiliates, process evaluators and process auditors, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Web-site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may include any injury

or damage to Participant(s) or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. The Company and its affiliates are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected videos, which will be disqualified. Show Management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all videos (provided, however, that Participants acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).

34. Participant(s) and/or the Parent/Legal Guardian hereby acknowledges and agrees that the relationship between the Participant(s) and the Company is not a confidential, fiduciary, or other special relationship.

35. By participating in the Audition process, it is deemed that the Participant(s) have read, understood, accepted and agreed to abide with all the Rules & Regulations of Audition as mentioned herein and is unconditionally bound by the terms of use and privacy rules of the Show as uploaded on the App.
36. The Company shall endeavor to make all reasonably practicable arrangements to ensure uptime of systems, back-up of data, server capacity and prevent other technical impediments, but can make no guarantee thereof and shall not in any manner be responsible for any technical problem with the internet and by participating in the present Audition process, the Participant(s) and/or the Parent/Legal Guardian hereby agrees not to hold the Company liable for any such technical problem or shall have any claim in this regard.
37. The Company shall not be answerable to any person with regards to any Audition process including but not limited to the selection or elimination or disqualification of any Participant etc.
38. The Rules & Regulations of and in relation to the Audition as stated herein, is an electronic record in terms of Information Technology Act, 2000 (“Act”) and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This electronic record is generated by a computer system and does not require any physical or digital signatures.
39. The Show Management reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any Participant who is deemed ineligible or for any reason that the Show Management feels is necessary and/or appropriate, including without limitation, if that Participant has not complied with these Rules of the Show, the Show Management determines he/she is attempting to undermine the legitimate operation of the Show by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participant or the Show Management, the Selection Panel, Jury or has interfered, in Show Management’s sole opinion, with the proper conduct of the Show.
40. Participants who do not comply with these Rules & Regulations, will be disqualified and their entries may not be counted.
41. The Company reserves the right to disqualify Audition or suspend Audition if it has reasonable grounds to suspect that fraudulent activity has occurred or if it considers there has been any attempt to rig/manipulate the Audition. the Company, and/or Channel has the right to substitute an alternative Audition method at its absolute discretion.



42. Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall not offer any bribe or make any requests to any members of the Company to get any favors. Any such acts shall eliminate the Participant from Show. Any fraud in respect to entries or tampering of Audition process will attract legal action and disqualification from the Show.
43. None of the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) 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. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.
44. As part of Participant's contribution to the Show, the Company may request Participant(s) to participate in any online/interactive activity relating to the Show including without limitation recordings of webcasts, interviews, and participation in so-called 'chat-rooms'. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby agree to participate in any and all such marketing and promotional activities, as required by the Company and/or the Producer.
45. Taking part in the registration process shall be deemed to be acceptance by the Participant and/or Parent/ Legal Guardian(s) (on behalf of Minor Participant) to receive promotional messages from the Company or any third party so authorized by the Company.
46. 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 Participant(s) that any or all of the Participant(s) will be able to take part in Audition. Changes may be made to the auditions schedule/timelines/phases as deemed fit by Company.
47. The Company shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Participant(s) in the event that the Company is not able to permit the Participant(s) to take part in the Audition or Show in accordance with any of the foregoing provisions.
48. The Company shall not entertain any request by the Participant(s) and/or the Parent/Legal Guardian for change in the dates and time of Audition.
49. The Company may in its sole discretion exclude a Participant from participating in the Audition of the Show which may include without limitation (i) circumstances which, in the Company's view, renders the Participant unfit to participate therein; (ii) inability to produce

documentation specified by the Company proving the identity of the Participant; (iii) any other reason that, at the discretion of Company, would adversely impact the Company, App, Channel or Show.

50. At no point of time will the Company/Producer be obliged to notify unsuccessful Participants of its decision.
51. The Company will have no liability to a Participant(s) and/or the Parent/Legal Guardian (in case of Minor Participant) who is unable to attend or take part in the Show for whatever reason and the Company shall be entitled to disqualify the Participant(s), replace any such Participant(s) from the Show at any time, at the discretion of the Company.
52. In the event that there is a tie between two (or more) Participant(s), the Company shall be entitled to determine in its absolute discretion which Participant(s) is eliminated and/or which Participant(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 Participant(s) as it in its absolute discretion deems necessary. No enquiries, appeals, verbal or written, shall be entertained in this regard.
53. 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 Participant(s) at any stage, the decision of the Company shall be final and binding on all Participant(s) and/or the Parent/Legal Guardian. The Company / Producer of the Show is empowered to take a decision on any case or instances not covered by the present Rules and Regulations.
54. The Company has the right at any time to terminate 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 and/or who are participating in the Show and/or accommodate any person or persons who have been selected in the Show.
55. The Participant and/or Parent/Legal Guardian (on behalf of Minor Participant) specifically agree not to file in person / through any family member and / or any third party any applications, criminal and/ or civil proceeding in any courts or forum in India against Company/CMEPL/ Producer and/or their directors, employees, officers, affiliates, or subsidiaries to claim any damages or relief of any nature in any manner in connection with the Audition. However, in the event, the Participant and/or Parent/ Legal Guardian (in case of Minor Participant) are found to be causing any disturbance or disruption before, during or after the Audition then the Company or the Show Management shall have the right to immediately remove or disqualify the Participant.
56. The Participant(s) shall comply with all the applicable laws of India. The Participant(s) shall also comply with the Rules and Regulations including the Rules & Regulations of the App.

57. If any provision of these Rules & Regulations is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Rules & Regulations and the remainder of the affected provisions shall continue to be valid.
58. These Rules & Regulations and the Competition shall be governed by and construed in accordance with the laws of India and the Participant(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.

### **Intellectual Property Rights and access to Personal Information**

1. The Participant(s) and/or the Parent/Legal Guardian of the Minor Participant(s) hereby agree and irrevocably acknowledge that the Company shall have the sole and exclusive right including but not limited to intellectual property rights (copyrights and trademarks) and other proprietary rights in and to the Show, the Participant's appearance and participation on the Show, the Parent's or the Legal Guardian's appearance on the Show and all its components whatsoever.
2. All the intellectual property rights with respect to the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant), in respect of the performance of the Participant(s) either in the Auditions or in the Show including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and Participant(s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) hereby 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. Participant(s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) also consent to the Company's right to reproduce his/her picture or the recording provided by the Participant (s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) or portray the Participant(s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) 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 Participant(s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) also consents to the Company's right to use Participant(s) name, voice or picture, or the content of his/her 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 Participant (s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) 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 Participant(s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) further knowledge or consent.

3. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby agree and consent to the collection, recording, processing and storing of the personal interviews during the Audition rounds or any other stages of Audition or any stage of the Show. Further, any photographs, videos, documents etc. submitted to the Company or recorded by the Company during the Audition or registration procedure or any other stages of Audition or any stage of the Show 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 Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby waives off all the rights that they may have with respect to such Materials. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) 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, the Participant(s) shall immediately be disqualified from taking part in the Auditions/Show or any further rounds of participation and such Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall solely remain liable for any action (criminal/civil) arising therefrom.
4. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby grant to the Company and its affiliates/ group companies, the unfettered right to exploit exclusively and in perpetuity, the content and/ or recording, and its derivatives thereof and/or any part thereof, through any and all means including but not limited to the right to use Participant’s and/or Parent/Legal Guardian’s name including sobriquet, photographs, images, likeness, voice, audio – visual, videos, Audition videos, recording, etc. provided/ submitted by the Participant and/or Parent/Legal Guardian to Company and/or recorded by Company or the Show Management during the Auditions or subsequent Auditions or Ground Audition or the Show through all media including without limitation television, radio, print, mobile, internet, websites, mobile applications and/or any such media, technology in existence, whether now known and/or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory as Company may deem fit.
5. Participant(s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) undertake that the Participant(s) and/or the Parent/Legal Guardian (on behalf of the Minor Participant) shall not violate the rights of any third party including but not limited to privacy rights, copyrights, trademark or any other intellectual rights; shall not upload, store, collect, transmit or cause the upload, storage, collection, transmission, of any information through the website(s) which violates any applicable laws, including, inter alia, belonging to another person; or is harmful, harassing, blasphemous, defamatory, obscene, invasive of other’s

privacy, pedophilic, libelous, hateful, or racially, ethnically objectionable, disparaging, harms Minors in any way, violates any law for the time being in force.

6. Company shall keep all the information collected from the Participant(s) and / or Parent/Legal Guardian of the Minor Participant(s) including videos submitted and interviews conducted confidential and shall use the same for the purpose of inviting the Participant(s), if selected. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant), by electing to participate in the Show, hereby explicitly consents to the collection, storage and processing of such personal data collected from him/her with respect to the Participant. The Company agrees that such personal data shall be collected and processed only for the purposes of the Show. The Company shall delete all the personal data so collected, post the telecast of the last episode of the Show. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) further consents to the Company sharing the said personal data to third party service providers hired to assist the Company in producing and organizing the Show or with any third-party sponsors or associates where such personal data will be shared with them in a limited manner and only to the extent needed for the purpose of the Show.
7. 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 Participant selection process, Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.
8. The participation in the Audition and/or the Show will be construed as an acceptance of providing contact details and the consent to allow the Company to use the contact details for any other use, and or transfer the same to any third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the present Show or any other allied activity such as marketing connected to the program. Any and all personal information collected hereunder shall be collected, stored, processed and dealt with in accordance with the Company's Privacy Policy. Please refer to the Company's Privacy Policy <http://www.sonyliv.com/privacy-policy> that governs the use of your personal information. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) agree and acknowledge the Rules & Regulations, Privacy Policy and Terms of Use as put up on the App service /website [www.sonyliv.com](http://www.sonyliv.com) in addition to the conditions set out in this document.
9. The Participant and/or Parent/Legal Guardian (on behalf of the Minor Participant) shall ensure that the acts/ performance during the Audition shall in no manner infringe any rights including the copyright of a third person/party. In the event of any violation to the aforementioned, the Participant shall be disqualified from the Auditions, immediately, without any prior notice of the same and the Participant and/or Parent/ Legal Guardian shall solely be liable for any and all action arising therefrom and shall also be liable to indemnify the Company, its affiliates/group companies/employees, the Producer, agents, representatives, etc.

against any and all losses, claims including third party claims, disputes, disruption, demands, actions, damages, liabilities, etc.

10. Participant and/or the Parent/Legal Guardian (on behalf of the Minor Participant) hereby grant to the Company and its affiliates/ group companies, the unfettered right to exploit exclusively and in perpetuity, the content and/ or recording, and its derivatives thereof and/or any part thereof, through any and all means including but not limited to the right to use Participant's and/or Parent/Legal Guardian's name including sobriquet, photographs, images, likeness, voice, audio – visual, videosrecording etc. provided/ submitted by the Participant and/or Parent/Legal Guardian to the Company and/or recorded by the Company or the Show Management during the Auditions or subsequent Auditions or the Show, any content available and/or uploaded by the Participant(s) and/or Parent/Legal Guardian (on behalf of the Minor Participant) on any of their social media accounts, through all media including without limitation television, radio, print, mobile, internet, websites, mobile applications and/or any such media, technology in existence, whether now known and/or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory as the Company may deem fit.
11. The decision of the Company in connection with 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 & binding on all concerned.

### **Indemnities**

1. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) and their legal heirs hereby shall hold harmless and indemnify the Show Management, the Company, 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, that may be brought against the Company, Show Management, or by any third party in connection with the Participant's participation in the Show, winning the Show, or awarding or the use or misuse of any prize and shall reimburse the Company, and/or the Show Management for any loss, costs, expense, or damage to which said indemnity applies.
2. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Show Management. The decisions of the Show Management shall be final and binding.
3. If Participants are unclear as to these Rules or any element of the Audition process, they can write in with their questions, concerns, or queries to [livsupport@sonyliv.com](mailto:livsupport@sonyliv.com). The Company shall make efforts to respond to the e-mail on a best-effort basis, however, shall not be held

responsible if no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.

### **Disclaimers**

1. Show Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property ownership rights, or violations of any law, rule or regulation.
2. The winner(s) and/or the Contestant(s) and/or Participant(s) of the Show agree that he/she shall hold harmless the Channel, App, Company, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the Show including but not limited to the procedure in the Show, any third party claims including but not limited to any claims of infringement of any third party rights and 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 Channel/App/Company/Producer to claim any damages or reliefs.
3. Participation in this Show and the Audition process is free of cost and all Participant(s) are requested to exercise caution against any person/ entity that demands money or its equivalent for the purpose of participation. The Show Management abhors such practices and disclaims all responsibility for the same. The Show Management shall not be liable to any Participant for any amount paid in this regard.
4. The Company shall not be under any obligation to Participant and shall have no obligation or rights in relation to the Show and shall have no claims whatsoever against the Company relating to the selection process, gratification, or the running of the Show.
5. The Company shall not be responsible for any errors or omissions in the Rules & Regulations contained herein. All information provided is provided "As is" without warranty 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. Without limiting the foregoing, the Company specifically disclaim any warranty (a) regarding the security of information submitted, and regarding correctness, accuracy, or reliability.

6. The Company / Producer or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Participant(s) and arising as a result of his/her participation in the Audition or the Show, if selected.
7. Apart from the entitlement to be part of the Show, the Participant or his / her legal heirs will have no other rights or claims against the Company or the Producers. For the sake of clarity, it is stated that the Participant(s) of the Audition or the Show shall not be paid any consideration.
8. Company / Producer and its sub - contractors shall not be held responsible or accountable to any of the Participant and/or the Parent/Legal Guardian, 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 Participant and/or the Parent/Legal Guardian will be required to sign an indemnity in favor of the Company. The Participant and/or the Parent/Legal Guardian 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 Competition 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 Participant and/or the Parent/Legal Guardian involvement in the selection process.

### **Limitation of Liability and Remedies**

1. The Show Management reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any Participant who is deemed ineligible or for any reason that the Show Management feels is necessary and/or appropriate, including without limitation, if that Participant has not complied with these Rules of the Show, the Show Management determines he/she is attempting to undermine the legitimate operation of the Show by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participant or the Show Management, the Selection Panel, Jury or has interfered, in Show Management's sole opinion, with the proper conduct of the Show.
2. Participants, users and/or any party that accesses the App, agrees that neither the Company nor any third party content or service providers involved in the Show will be liable to Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) for any loss or damages, either actual or consequential, arising out of or relating to these Rules, , or to Participant's reliance upon information obtained from or through the App, participation in the program, travel, or use or misuse of any prize. 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, participation in the Show, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.

3. The Company, the Producer, judges, the host, 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 and the broadcasters of the Show), administration or judging of the Auditions, the Show (the “**Relevant Parties**”) shall be under no liability whatsoever to the and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant), in respect of any loss, damage suffered by the and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) 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 Participant(s) at any stage of the Competition 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 Participant’s or any third party’s participation in the Audition, or being selected or disqualified; (3) as a result of the decisions of the judges or Company; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the host and/or Company; and/or (5) any printing, typographical or technological errors in any materials associated with the Competition. 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, 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 Participation(s); or circumstances beyond the Relevant Parties including the Producer’s reasonable control.
4. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) to the extent permissible in law, shall not in any circumstances make any claims against the Company, the Producers, their divisions, their subsidiaries, their employees, their respective agents and representatives, directors and its affiliates arising out of or relating to any and all costs, injuries, for any kind of losses, damages, costs or injuries of any kind, including due to any problems caused by technical disruption and/or failure, server problems or any other difficulties.
5. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) specifically agrees and acknowledges that any disputes or claims shall be resolved individually and the Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) agrees to not file by resort to any form of class action and/ or through any family member and/or third party applications, criminal and/ or civil proceedings in any courts or forums against the Company and/ or the Producer, their directors, employees, officers, affiliates or subsidiaries to claim any damages. Under no circumstances will the Company and/or the Company entities be liable for any consequential, indirect, special punitive, or

incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.

6. By participating in the Audition, to the extent permissible under law it shall be construed that the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) has hereby expressly or irrevocably waived his/her right to raise any dispute with regard to the Show or attempt to restrain or injunct or enjoin, the development, production or exploitation of the Show and/or the continuance of the Audition.

***The Rules and Regulations have been originally written in English. In case of any conflict in the interpretation of the clauses between any translated language (i.e.: Hindi), the interpretation of the English rules and regulations shall prevail.***

