

## **Terms and Conditions (“T&Cs”) for Superstar Singer Marathi**

Please read the following Terms and Conditions before participating in the auditions conducted by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited). By voluntarily participating, Participant and/or Parent/Legal Guardian on behalf of the Participant agree to be bound by these Terms and Conditions and represent that the Participant and/or Parent/Legal Guardian on behalf of the Participant satisfy all of the eligibility requirements set out herein below.

### **DESCRIPTION:**

"Superstar Singer Marathi" (the "Show") is a singing competition organized and conducted by Culver Max Entertainment Private Limited (formerly known as Sony Pictures Networks India Private Limited) ("CMEPL" / "The Company"). The Show is broadcast on the channel/s and platform owned and operated by the Company. Participant and/or Parent/Legal Guardian on behalf of the Participant undertakes that Participant's participation in the Show signifies Participant's acceptance of the Terms and Conditions ("Rules"), which the Company reserves the right to modify without notice. Non-compliance with these Rules will result in disqualification. Auditions aim to identify performers for the Show. By completing the application form, the Participant and/or Parent/Legal Guardian on behalf of the Participant accepts the Rules and confirms their voluntary participation in the Show, subject to eligibility criteria. If the Participant and/or Parent/Legal Guardian on behalf of the Participant disagree with any of the Rules or cannot comply with them, Participant should not participate in the competition. All decisions related to the Show are solely in CMEPL's purview. For further details, please visit [www.SonyLIV.com](http://www.SonyLIV.com). Audition period for the auditions for the Show shall start from August 10, 2024, which is subject to revision as per sole discretion of the Company.

### **Participant Eligibility**

The Show is open to person between the age of 5 and 30 appearing for the audition of the Show and complete the registration process (as described by the Company) are eligible to participate in the auditions (as per Rules) ("Participant") as on August 10, 2024. To further clarify an individual below 5 years of age and above 30 years of age will be considered ineligible to participate in the Show. Any person who is between 5 and 30 years of age is eligible to participate, subject to that individual: (i) 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 Company (vi) enters the Show in accordance with the Terms and Conditions as stated in this T&Cs.

Employees of the Company, of Frames Production Company Private Limited (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, 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 auditions.

Note:

For **Participants** under 18 years of age ("Minor"), all the Terms and Conditions stated herein shall deem to apply on and accepted by the Parent/Legal Guardian (as defined hereinafter) of the Minor (on behalf of the Minor) and the Parent and/or Legal Guardian and the Participant shall be bound by all the Terms and Conditions at all times.

- a. A person of Indian origin, shall mean a person deemed to be of Indian origin if he, or either of his parents or any of his grandparents, was born in undivided India as defined under the Income Tax Act, 1961 or a person of any country other than Bangladesh or Pakistan who had at any time held Indian passport / a person or his/her parents or his/her grandparents were citizens of India by virtue of the Constitution of India or the Citizenship Act, 1955.
- b.
- c. The Company shall be free to make any changes to these eligibility requirements at any given time.

**DETAILS OF THE ROUNDS OF AUDITIONS FOR THE SHOW:**

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| <b>Auditionee</b>                            | The Participant(s) who is selected for participation in the Auditions.  |
| <b>Number of Final selected Participants</b> | Top 16 Auditionees selected to appear on the Show (subject to change as per Company discretion)   |
| <b>Qualifier Rounds</b>                      | shall mean and include Level 1 and Level 2 respectively.  |
| <b>Performance</b>                           | Sing a song that highlights your unique features  |
| Parent/Legal Guardian                        | 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 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. For avoidance of doubt, the Parent and/or Legal Guardian shall be an adult citizen of India who is residing in India. |
| <b>Online Registration</b>                   | shall mean registration conducted online on the SonyLIV application (the “App”) from August 10, 2024 to August 25, 2024 by the Company/Producer subject to these Rules and at the discretion of the Company/Producer.   |
| <b>Digital Audition (Level 1)</b>            | shall include online auditions conducted on the App from August 10, 2024 to August 25, 2024. Participant(s) will have to upload their performance videos on the Sony LIV. The audition dates may be revised, or the auditions may be suspended as per the discretion of the Company/Producer. The Company/Producer, at its sole discretion, may also decide to conduct the auditions on-ground in different cities.   |
| <b>Selection Round (Level 2)</b>             | Selection Round – audition rounds conducted by the Company/Producer wherein the Auditionee will be called for the further round by the Company/Producer basis on their (Level 1) performance videos which will be held between September 10, 2024 to September 20, 2024. In Mumbai.   |
| <b>Gala Round</b>                            | Individual performance of the Top 16 Contestant(s) from the Digital Audition Round to mark the beginning of the Show  |

**The auditions will be conducted on the below mentioned list of Audition Venue(s):**

**Participants are required to see below the requirement of the documents for verification**

**(“Documents”):**

For enabling the Participant to participate in the auditions, the Participant or Parent/Legal Guardian of the Participant, shall bring photocopies and originals of the following documents of the Participant, as proof of identity, age, and residence, at the Audition venue, wherein such photocopies and the originals should be clear and legible:

- a) For valid Identity Proof - PAN Card/ Aadhar Card/ Driving License/ Passport/ Voter Identity Card
- b) For valid Age Proof – Passport/ Birth Certificate/ School Certificate/ Court Affidavit
- c) For valid Address Proof – Passport/ Ration Card/ Driving License/ Electricity Bill/ Aadhar Card
- d) For valid Proof of relationship/guardianship (only applicable for Minors) - Ration Card/ Passport/ School leaving certificate/ Court order declaring the Legal Guardian as the legal guardian of the Minor Participant/ Any other Govt. document establishing the relationship or guardianship.

***(Submission of the aforesaid documents does not imply that the Participant has been selected for further participation in the Audition or any part of the Show)***

## DETAILS

While filling out this Form, Participant or Parent/Legal Guardian shall ensure the following:

1. All information provided in the form is correct and true to the best of knowledge of the Participant or Parent/Legal Guardian. Any form which contains a statement or declaration which is false and which the Participant either knows or believes to be false or does not believe to be true shall be liable to be rejected by the Producer and/or CMEPL and such decision shall not stand contested and/ or be called into question.
2. The Participant or Parent/Legal Guardian has read and agrees to abide by the rules, regulations, Rules of Show which expression shall include any interview, auditioning process, competition and event relating thereto as devised from time to time by the Frames Production Company Private Limited as well as Culver Max Entertainment Private Limited and shall accept the decision of CMEPL and the Producer as final; and hereby acknowledge that the interests of the Show shall override those of any Parent/Legal Guardian and Participant.
3. The Participant or Parent/Legal Guardian has read, understood, agreed and acknowledged the Rules/Terms and Conditions, Privacy Policy and Terms of Use as put up on the website [www.SonyLIV.com](http://www.SonyLIV.com) in addition to the conditions set out in this T&C's.
4. The Form, once signed, signifies the Participant's agreement to the conditions set out below.
5. Participant shall produce self-attested copies in support of identity, age and residence to the satisfaction of CMEPL and the Producer. In case of a Minor, the Participant shall additionally produce self-attested copies in support of the residence of the Parent/Legal Guardian, the identity, age and relationship with the Parent/Legal Guardian of the Participant to the satisfaction of CMEPL and the Producer. Inability to provide proper documents, as required by CMEPL and/or Producer, may lead to disqualification and CMEPL's decision in this regard shall be final. The Participant or Parent/Legal Guardian shall be responsible for obtaining appropriate flight tickets, arranging their own travel and accommodation and covering any other expenses that may be required for the Participant's successful participation in the Show, without any recourse to CMEPL and/or the Producer.
6. For Minor Participants i.e. under the age of 18 years, the Parent/Legal Guardian shall abide by any condition and requirement that Company/Producer require for the purpose of participation by the Participant including the conditions required as per Guidelines to Regulate the Child Participation in TV Serials, Reality Shows and Advertisements 2010-2011 issued by National Commission for Protection of Child Rights ("NCPCR Guidelines") and the Parent/Legal Guardian agrees that Producer has briefed the Parent/Legal Guardian of the nature of the Show.
7. In case of Minors, Parents/Legal Guardian shall procure a written approval from the principal or other head of the school giving permission to the Participant to take leave and shoot for the purpose of participation in the Show.
8. The Participant and/or Parent/Legal Guardian on behalf of the Participant by filling in the Form warrants that the Participant is medically fit and healthy to take part in the Show.
9. The Participant and/or Parent/Legal Guardian on behalf of the 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 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 and must adhere to all health and safety regulations in effect at the time of the audition. Participant must not attend if they have COVID -19 related symptoms. Participants and their Parents/Legal Guardians may be asked for health screening process upon arrival at the venue.
10. By registering for the Show, the Participant and/or Parent/Legal Guardian on behalf of the Participant undertakes and represents that Participant/s is/are medically fit and do not have present or past psychological ailments at the time of audition, any subsequent rounds of interview and/or during the audition. If in the past the Participant 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 Program. However, in the event such medical condition renders the Participant unfit for participation in the Show, then the Company shall have the right to disqualify such Participant from further participation. All selected/shortlisted Participant/s will not be confirmed as Participants if they are suffering from any kind of ill health, medical problems (viz.: 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 auditions/Show rests entirely with the Company.

11. The Participant or Parent/Guardian (on behalf of the Participant), by filling in the Form, warrants that the Participant has not entered into any commercial or other sponsorship agreement (such as a management contract, recording contract and/or merchandising contract) or arrangement with any person, firm or company in respect of appearance of the Participant in the Show.
12. Participant or Parent/Legal Guardian hereby agree, represent and undertake to sign/execute, accept additional documents, and produce further documents, as may be required by CMEPL and/or Producer promptly, as and when called upon, in relation to Participant's participation in this Audition. CMEPL and/or Producer reserves the right to disqualify participation in case of non-submission and/or delayed submission of such additional documents.
13. In case of Minors, only 1 (one) Parent/Legal Guardian will be allowed per Participant inside the Audition venue gate. Parent/Legal Guardian of such Participant(s) shall ensure that all true copies of the above documents are provided by them to enable the Participant to participate in the Audition. Only the Participants and in case of a Minor, the Parent/Legal Guardian and Participant for whom the Parent/Legal Guardian has done the registration and who has been provided with a valid unique identification number shall be allowed for participation in the Audition.
14. The Participant and/or Parent/Legal Guardian 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.
15. CMEPL and/or the Producer, is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental and/or emotional trauma caused to the Participant in any manner whatsoever, in relation to the Show and/or any matters arising out of the Terms and Conditions.
16. That neither the Participant or Parent/Legal Guardian has 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 organizers in writing nor has the Participant or Parent/Legal Guardian been involved in any case under the Juvenile Justice Act, 2000 or any other prevailing law.
17. The Participant(s) or Parent/Legal Guardian do hereby release in favour of and assign to CMEPL and/or Producer all rights including but not limited to the intellectual property rights in and to the result and proceeds of their participation in the Audition and the Show. This assignment applies to any and all medium, mode and platforms, now or hereafter known, for world and in perpetuity.
18. The Participant(s) or Parent/Legal Guardian shall abide by any requirement put forth by the Producer disallowing any apparel which the Producer deems in its absolute sole discretion to be obscene, vulgar, lewd, defamatory, libelous infringing or prominently bears any commercial, company logos, marks, brands or the name/likeness/image of a celebrity or entity. Participant(s) acknowledge that through their performance, they will not promote any message that is grossly offensive or menacing in nature, or that may hurt any religious/community/gender/race sentiments. In such a circumstance, producers maintain the right to take appropriate legal action.
19. The Participant(s) or Parent/Legal Guardian shall not bring any weapons, alcohol or non-prescription controlled substances for any part of the audition and agree to irrevocably allow CMEPL, Producer and any of their agents to conduct a discreet inspection of the Parent/Legal Guardian belongings to ensure strict compliance of this condition.
20. That this Form is completed truthfully and accurate. Participant or Parent/Legal Guardian acknowledges that CMEPL and/or the Producer reserves the right exercisable at any time at its sole discretion to disqualify the Participant from the competition or auditioning process should the Participant at any stage perform or behave in an inappropriate or objectionable manner, supply untruthful, inaccurate or misleading personal details and information about themselves and their wards, break the rules or otherwise be in breach of the terms contained herein.
21. Without limiting the foregoing in anyway, Participant or Parent/Legal Guardian agrees to the following:
  - a. Producer/CMEPL shall be entitled to alter, adapt, or make additions to or deletions from the Show at its discretion;
  - b. Filling out the registration form or appearing for the auditions does not imply selection for the show in any manner;
  - c. Irrevocably assign to the Producer (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to contribution of the Participant to the Show such that the Producer shall be entitled to use and exploit and license others to use and exploit such contribution by all means and in all media and formats whether now known or hereafter invented throughout the universe for

the full period of copyright including any extensions and renewals thereto and participant furthermore irrevocably grant all consents and waivers as required by statute to enable the Producer to make fullest use of the Show without restriction. Furthermore, Participant and Parent/Legal Guardian hereby waive irrevocably in respect of Participant's contribution any and all "Moral Rights" which Participant may have now or in the future under the Copyright Act, 1957 or any similar laws of any jurisdiction and acknowledge the Producer's right to use Participant's name, likeness, voice, biographical details, photographs, and recordings in advertising and publicity material.

- d. Make and exploit and to authorize the making and exploitation of any recording or fixation of Participant's appearance separately from or in conjunction with the programming throughout the universe in perpetuity in all media whether now known or hereinafter invented;
  - e. Include the name, likeness, voice, biographical details, photographs of the Participants and recordings of interviews with the Parent/Legal Guardian and the Participant separately from or in conjunction with the Show in all media and formats throughout the universe including but not the way of limitation in advertising, publicity and exploitation material.
  - f. Not to publicise or discuss with any third party without prior written consent from the Producer any information relating to the Show, Participant's appearance, any of the production team or any participants in the Show nor any other information which may come to the attention of the Participant and Parent/Legal Guardian relating to CMEPL or the Producer or otherwise connected to the Show, save for such information which is already public knowledge. It is not permitted to record audio or video at the location.
  - g. To keep the competition rules and the contents of any documents in relation to the Show strictly confidential.
  - h. If contacted by a member of the press, Participant or Parent/Guardian agrees to refer them to the Producer.
  - i. If the Participant is selected as a contestant on the Show, he/she will not audition for, appear in, or attend the production of any other talent show.
22. Participant or Parent/Legal Guardian hereby expressly acknowledge that no fees, royalties, residuals, or other consideration will be payable in respect of any broadcast, subsequent rebroadcast or retransmission or any other use by CMEPL and/or the Producer (or any assignees or licensees) of the Show or any part thereof in any manner or media now known or hereafter invented.
23. While all attempts will be made to protect the data pertaining to the auditions from loss and/or corruption, Participants agree and acknowledge that all systems are prone to failure and hacking attempts. In the event of any data loss, the Company/Producer shall make reasonable endeavors or conduct a fresh invitation to entries or continue with whatever data available in the manner it deems fit. Producers will not be responsible for any damage resulting from the loss of data or action taken on account of the same.
24. The Participant and/or Parent/Legal Guardian shall indemnify and hold CMEPL, its officers, directors and agents and its parent, subsidiaries and affiliates, harmless from and against any and all claims, damages, liabilities, reasonable costs and expenses, arising from his/hers breach of any provisions of this T&Cs, including, but not limited to, any breach of the above representations, warranties and covenants, which are and will remain true and correct.
25. By entering into this Rules, Participant and/or Parent(s)/Legal Guardian on behalf of the Participant hereby grant the Company and/or the Producer the explicit consent and authority to collect, store, process, and utilize any personal information/data and sensitive personal data (both terms as defined under relevant legislations) or information provided under this Terms and Conditions ("Personal Information") or acquired through my participation, for the purposes of utilization of services, administering and managing the production, exploitation and marketing of Show, Company and/or the channel/platform owned and operated by the Company for any other purpose falling within the scope of this Rules. This authorization extends to data received before, during, and after the Rules, as required for the proper conduct of the Show and/or Rules and compliance with applicable laws and regulations. Participant and/or Parent(s)/Legal Guardian on behalf of the Participant acknowledge that this data may include, but is not limited to, contact information and media recordings, and that the Company and/or the Producer will take reasonable measures to safeguard this data in accordance with the data protection laws. Participant and/or Parent(s)/Legal Guardian on behalf of the Participant shall have a right to withdraw this consent by giving an advance written notice to the Company and/or the Producer, Participant and/or Parent(s)/Legal Guardian on behalf of the Participant shall also have the right to grievance redressal from the Company and/or the Producer by communicating at (email address of the data protection officer). In the event any concerns remain after using the grievance redressal channel, Participant and/or Parent(s)/Legal Guardian on behalf of the Participant shall have the right to approach the Data Protection Board under the Digital Personal Data Protection Act, 2023 and any subsequent rules (as may be notified from time to time) subject to: (i) the Privacy Policy, and (ii) the following terms and conditions as

captured in clause 13 of the Declaration Cum Indemnity. The Participant or Parent/Guardian hereby also agrees and acknowledges that the data collected from the Participant shall be subject to laws of India..

26. Participant or Parent/Legal Guardian agrees to be bound by these rules and the decisions of the Producer, the voting audience, and the panel of judges, which shall be final and binding.
27. It is further clarified that the decision of the CMEPL and/or Producer with regard to the composition of the Panel shall be final and binding on the Participant(s). Neither the Participant or Parent/Legal Guardian nor any person on their behalf shall be entitled to dispute and/or challenge the composition of the Panel at any time. Moreover, the Decision of the judge(s)/ jury/ panel are final and cannot be called into question and/or contested for any reason whatsoever.
28. Participants and/or Parent/Legal Guardians are aware that the dates and locations of the Show are subject to change and agree that the Producer, CMEPL and/or the production personnel of the Show, or any person or entity connected with the production, administration or judging of the audition or the Show, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives are not responsible for and shall not be liable for:
  - i. Any failure or inability for any reason to appear at an audition site or audition or appear before the judging panels;
  - ii. Any costs, expenses, injuries, losses, or damages of any kind caused by travelling to or from the audition venues, being present at the audition venues, participating in the auditioning process or being selected toward or disqualified from continuing in the auditioning process and/or the Show;
  - iii. Any printing, typographical or technological errors in any material associated with the Show.
29. Participant and Parent/Legal Guardian acknowledge that CMEPL and/or the Producers no way warrants, represents, guarantee or promise any rewards or prizes other than those specifically stated in the Show.
30. It shall be the sole responsibility of the Participants or Parent/Legal Guardian to familiarize themselves with the Terms & Conditions of the Audition, including amendments thereof from time to time. CMEPL and/or the Producer reserves the right at its sole discretion to
  - (i) cancel and/or postpone the Audition without any prior intimation to the Participants or Parent/Legal Guardian;
  - (ii) make amendments to the existing Terms & Conditions and/or Audition Period and/or withdraw, change, alter, amend, the Terms & Conditions, to be made retrospectively or otherwise, without any notification(s) to the Participant or Parent/Legal Guardian;
  - (iii) extend or curtail the Audition Period and /or suspend or abandon the same at any time, without any notification(s) to the Participant or Parent/Legal Guardian, and the Participant or Parent/Legal Guardian shall have no objection to the same whatsoever, nor shall the Participant or Parent/Legal Guardian make any claims /disputes in respect of the same. The Participant or Parent/Legal Guardian further understand and acknowledge that the Participant or Parent/Legal Guardian shall be solely responsible to visit the website from time to time in order to be informed of any updates, revisions, curtailments, extensions, in the Terms and Conditions, and/or, any abandonment or termination or postponement of the Show, and abide by the same without any recourse to CMEPL, the Producer, its authorised representatives, and each of their employees, for any reason whatsoever.
31. Participant or Parent/Legal Guardian further represent that he/she is not an employee of, or are a parent, sibling, or child of an employee, of the following: "CMEPL, the Producer; the judges; the host(s); production team; any prize providers and any person or entity connected with the production, administration or judging of the auditions of the Show, and the parent companies, affiliates, subsidiaries, agents or representatives of any of the above".
32. Participant and/or Parent/Legal Guardian agree that the Producer may assign all rights in Participant's contribution to and participation in the Show to any of CMEPL's holding, subsidiary, affiliated, related and/or associated corporations/companies/or successors in the title and to any other third party at any time.
33. In the matter of interpretation of any rules and conditions of the Show, the decision of the Producer and/or CMEPL shall be final and binding on Participant.
34. This Form, the Show and the participation of the Participant in the Show shall be governed and construed in accordance with the laws of India. Any dispute shall be subjected to the exclusive jurisdiction of the courts in Mumbai, India.
35. Participant and/or Parent/Legal Guardian on behalf of the Participant agrees to the terms, conditions set out above and that all the information given by Participant and/or Parent/Legal Guardian on behalf of the Participant in this form may be used in the Show at the Company's/Producer's sole discretion.
36. Participants and/or Parent/Legal Guardian on behalf of the Participant specifically agree and acknowledge that any disputes or claims shall be resolved individually, and the Participants and/or Parent(s)/Legal Guardian of the Participant agree to not file by resort to any form of class action and or through any family member and or

- through any third-party applications, criminal and/or civil proceedings in any courts or forums against the Producer and/or CMEPL and/or their directors, employees, affiliates or subsidiaries to claim any damages.
37. Participants must enter the Show and/or the auditions voluntarily on their own behalf, without any compulsion and/or duress and Entry(ies) by proxy will not be accepted.
  38. Producer and/or CMEPL reserves all rights to make amendments to the existing Terms and Conditions or withdraw, change, alter, amend the mechanism of selection, participation, process of elimination, Rules, Terms and Conditions, period and/or the Show without giving prior notice to the Participant(s) and/or their Parent(s)/Legal Guardian. Such changes to the Terms and Conditions shall be binding on the Participants and it shall be the sole responsibility of the Participant(s) to check the Terms and Conditions on the website, from time to time
  39. Participant(s) shall attend any Level of the auditions at the venue on the dates and times as informed by the CMEPL and if the Participant(s) fails to attend the same at the venue on the dates and times as informed by the CMEPL and/or Producer for any reason whatsoever, the entry of the Participant(s) will be invalid, and he/she shall be disqualified.
  40. CMEPL and/or producer reserves the right to cancel and/or postpone the Program/auditions without assigning any reasons and/or without giving any prior intimation to the Participant(s).
  41. Participant and/or Parent/Legal Guardian on behalf of the Participant acknowledge that in case the audition obligation cannot be fulfilled due to war, industrial action, flood, pandemic or any act of God or unforeseen event beyond the reasonable control of the organizer then such non-performance or failure shall not be deemed as a breach of these terms and conditions and producer/organizer shall be at liberty upon their sole discretion to terminate the audition process and/or the participation of an Participant forthwith and such decision shall be final and binding.
  42. Participant and/or Parent/Legal Guardian on behalf of the Participant understand that in the event of a malfunction, interruption, discontinuation, disruption or dispute of any nature whatsoever affecting the audition or any other program activity, the Company's decision with respect to the handling of such event (including, but not limited to, whether to continue, restart, revise, reschedule, re-do, or cancel or the manner in which to do any of the foregoing with respect to the audition activity) shall be final. The Company shall have the option, but not the obligation to resume, or abandon any audition activity, in the Company's sole discretion.
  43. Participant and/or Parent(s)/Legal Guardian agrees and acknowledges that the Company doesn't discriminate and/or promote any discrimination based on race, colour, religion, nationality, ethnicity, age, gender, gender expression, gender identity, disability, marital status, sexual orientation, veteran status or in any manner whatsoever.
  44. Participant and/or Parent/Legal Guardian on behalf of the Participant agrees and acknowledges that any and all information/intimation given/provided by the Company/Producer by way of including but not limited to notification, promo, through its website and/or in any form/manner shall be considered as valid intimation by the Company/Producer and the same shall be binding and applicable to the Parent/Legal Guardian on behalf of the Participant for the purpose of the Show.
  45. If Participants and / or Parent/Legal Guardian of the minor Participant(s) are unclear as to these Rules or any element of the Audition process or any other stages of Audition or any stage of the Show, 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.

## **SYSTEMS AND AVAILABILITY**

1. The Company will not be responsible for any break or disconnection or disruption in network connectivity in any manner, irrespective of the network being used. Network issues can disrupt various aspects of registration as receipt of personal details, receipt of any sound, text, image or audio files related to the Show. The Participant is advised to remain in an area with a strong and stable/ continuous mobile network signal of the telecom operator or internet service provider to ensure smooth functioning of the registration process.
2. Any loss or outrage or dissatisfaction suffered by a Participant on the App would not be the responsibility of the Company and/or its associates/ affiliates and the Company or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
3. All attempts will be made by the Company to protect the data from loss and corruption, but in the event such data loss happens, the Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable. The Company should not be held responsible for any loss of data or the action

taken on account of the same. The Company will not be held responsible to make good any such loss or dissatisfaction on account of such loss.

4. The Participant is advised to keep adequate system memory available to ensure smooth functioning of the App. The Participant agrees to hold harmless the Company and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Participant or the Participant's property or device shall not be the responsibility of the Company or its partners.
5. The Company shall not be liable for any failure of the application server or system in the course of registering for the Show through the App.
6. The Company accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Participant(s) are unable to register in the Show via the App due to failure on the part of the telecom operator, facility provider, etc., or due to capacity constraints.

**OTHER CONDITIONS:**

1. By virtue of entering the venue, Participant or Parent/Legal Guardian agrees that such Participant or Parent/Legal Guardian shall be captured on camera and the Company/Producer shall have the complete authority to use the footage in any manner and form as recorded by the Company/Producer as they deem fit, for the Show.
2. Only Participant and in case of a Minor, Participant for whom the Parent/Legal Guardian has done the registration and who has been provided with a valid unique identification number shall be allowed for participation in the Audition.
3. The entry for the Audition venue will close at 4.00 pm sharp and any Participant who fails to report at the Audition or along with their Parents/Legal Guardians if required, at the venue desk shall lose his/her chance to participate. CMEPL will reserve the right to change this time on the date of ground audition without prior notice.
4. No refreshments or food apart from water shall be provided by the Company/Producer and the Parents/Legal Guardians are requested to carry dry snacks like biscuits / cakes etc. for themselves or their child aspirant to participate in the auditions.
5. Company/Producer will not be responsible towards any expenses incurred by the Participant or Parent/Legal Guardian of the Participant for the auditions including but not limited to visa, any travel and accommodation expenses incurred by them.
6. Decision of the judge(s) are final and cannot be called into question and/or contested for any reason whatsoever.
7. In light of security at the venue, the Participant and/or Parent/Legal Guardian may be frisked, and belongings physically checked by the concerned security staff of the Organizer.
8. A Participant will be allowed to audition only once, in any city, any re-entry in another city would be automatically disqualified.
9. Participants and/or Parents/Legal Guardians shall ensure the safety, security and well-being of the Participant and Company/Producer shall not be in any manner liable for any arrangements, whatsoever.
10. Participant and/or Parent/Legal Guardian shall ensure that once the Participant enters the venue gate, the Participant shall abide by the various terms and conditions and requirements and/or agreements as asked for by the Organizers, failing which the Company/Producer shall have the absolute discretion to disqualify the Participant and Participant along with the Parent/Legal Guardian may be asked to leave the venue of Audition.
11. At all times, Participant and Parent/Legal Guardian agrees that the decisions of the Company/Producer shall be final and binding and they shall not have any claim against such decisions taken by the Company/Producer in respect of the Audition and the Show.

I CONSENT TO THE PARTICIPATION OF THE BELOW NAMED MINOR PERSON APPLYING TO PARTICIPATE IN THE AUDITION FOR THE SHOW IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS APPLICATION AND AGREE THAT ALL THE INFORMATION GIVEN IN THIS FORM MAY BE USED IN THE SHOW.

*Name of Minor:* .....

*Signature:* .....

*Date:* .....

Parent / Legal Guardian: .....

Relationship With Minor: .....

Signature of Parent / Legal Guardian (If applicable): .....

*The document constitutes a condensed summary of the Terms and Conditions. For a comprehensive understanding and review of the complete Terms and Conditions, please refer to the official website [www.sonyliv.com](http://www.sonyliv.com). In case of any conflict in the interpretation of the clauses between this Rules and the comprehensive Terms and Conditions referred on the official website, the comprehensive Terms and Conditions referred on the official website shall prevail.*

***The Terms and Conditions have been originally written in English and translated in Marathi. In case of any conflict in the interpretation of the clauses between the Marathi and English rules and regulations, the interpretation of the English rules and regulations shall prevail.***