RULES AND REGULATIONS GOVERNING PARTICIPATION IN MASTERCHEF INDIA (2024)

I. DESCRIPTION:

"MasterChef India – 2024" (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 may be hosted and streamed on the Sony LIV App ("App") and/or be telecasted on the Company's television channel "Sony Entertainment Television" ("SET"/ "Channel") or any other platform/channel of the Company, as per Company's discretion. The Show will be governed by the rules and regulations stated hereunder ("Rules" and/or "Rules and Regulations"). The Company reserves the right to modify these Rules and Regulations without any prior notice. The Participant(s) are advised to access, view, and keep themselves informed of these Rules and Regulations from time to time. If the Participant(s) do not agree with any of the Rules and any amendments thereto, the Participant(s) must not participate in the auditions of the Show or the Show in general.

II. **DEFINITIONS**

- a) "Show Management" shall mean the organizers of the Show including the Producer, Company or its respective affiliates, group companies, its employees, officers, and directors.
- b) "Participant" shall mean any individual who completes the registration process (as described herein below) and are eligible to participate in the auditions as per Rules and Regulations defined below.
- c) "Participant Eligibility" any person who (i) is above eighteen (18) as on October 15th 2024 (iii) is either a citizen of India who is residing in India OR is a Non-Resident Indian (NRI) having Indian citizenship and having necessary documentations and permits to work 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 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. For avoidance of doubt, the 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, 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 and will not qualify as a Participant.
- d) "Contestant(s)" shall mean the top 30 Participant(s) (subject to change as per Company discretion) selected to appear on the Show upon clearing the Audition and the Qualifier Rounds.
- e) "Audition" shall mean different levels of the selection process which the Participant(s) need to clear for participating in the Show.
- f) "Audition Period" shall mean the period for the Auditions which shall start from October 15th 2024, and will end on October 28th 2024. The Show Management, at its sole discretion, reserves the right to modify the dates as required, without giving any notice to the effect.
 - "Auditionee" shall mean shortlisted Participant who participates in the Qualifier Rounds till Top Contestants are selected.
- g) "Qualifier Rounds" shall mean and includes Level 1, Level 2, and Level 3 respectively.
- h) "Level 1" shall include Auditions conducted across cities as per Schedule I and will be inclusive of the Digital Auditions, however audition dates may be revised, or the auditions may be suspended as per the discretion of the Show Management, Channel and/or the Company.
- i) "Digital Registration" shall mean registration conducted digitally by the Show Management through the Sony LIV Application ("App"), subject to these Rules and Regulations and at the discretion of the Show Management.

- j) "Digital Registration Period" shall mean the period for the Digital Registrations which shall start from 19:00:00 hrs. on October 15th, 2024.
- k) "Dish/es" shall mean any and all edible item/s including but not limited to vegetarian, non-vegetarian, continental food, Italian food, Chinese food, seafood, dairy food etc. prepared in any form including whether steamed, fried, boiled, utilised raw and/or cooked in any form.
- 1) "Level 2" shall include Auditions conducted across cities viz. Delhi, Kolkata, and Mumbai to shortlist Top Participant(s) from each city (as per the discretion of the Show Management).
- m) "Level 3" shall include the participation of Participants shortlisted from Level 2 wherein the Auditions will be conducted across cities as per the discretion of the Show Management.
- n) "Gala Round" shall mean and include the individual culinary performance of each shortlisted Participant(s) to mark the beginning of the Show.
- o) "Producer" shall mean "Endemol India Private Limited", the producers of the Show engaged by the Company for organizing the Auditions and line -producing the Show in the manner as decided by the Company at its sole discretion.
- p) "Intellectual Property" means and includes all performances, performers' rights, publicity rights, brands, rights if any vested in the Participant(s) relating to or in the Footage (as defined herein) owned by the Company, concepts, confidential information, copyrights, databases, designs, formulae, franchises, goodwill, know-how, licenses, 'look and feel', permits, proprietary information and knowledge, scripts (and their sound recordings), segments, set designs, service marks, technology, titles, trademarks, trade names, trade secrets, format rights, and all other allied, ancillary and subsidiary rights in any and all media whether now known or subsequently invented, as well as all other intellectual property as is commonly understood and recognized as such by applicable law, (past, current or future) industry usage, or otherwise.
- **q)** "Rules and Regulations" shall mean rules governing the Show, stated herein in entirety, as may be amended from time to time by the Company, in its sole discretion,
- r) "Website" www.SonyLIV.com

III. PRINCIPAL RULES TO PARTICIPATE IN THE SHOW

- 1. The Auditions will be conducted online and offline/on-ground and interested Participant(s) are required to submit a complete registration form during the Audition Period.
- 2. The Digital Auditions will be conducted through App only and interested Participant(s) are required to successfully submit a completed registration form before uploading the Digital Audition supporting's during Digital Audition Period. The process to be followed is as follows:
 - a) The App, available on iOS and Android platforms, can be downloaded by public at large on their mobile devices from the application store. Please note, the Participant will not be levied any charges to download the App, to participate in the Digital Auditions or to upload Digital Audition Video via any of the means provided herein, however, the network provider may levy data and other charges to the Participant, at the applicable rate for using internet connection. It should be verified by the Participant at his/her sole responsibility. In case of uploading videos while roaming in different circle/zone, additional roaming rates for browsing of the internet may be applicable. The Company, App and/or Channel shall not be responsible for any such charges incurred by the Participant. For further details, please contact your service provider.
 - b) The Participant shall be required to provide below mentioned basic personal information at the time of registration:
 - i. Name
 - ii. Gender
 - iii. Mobile Number
 - iv. Alternate mobile number

- v. Date of birth
- vi. Email ID
- vii. State
- viii. City
 - ix. Details of the pre-cooked Dish prepared by the Participant (including a description of the Dish, list of ingredients used and its recipe etc.)
- c) The mobile number will be OTP verified and will hence be the unique identifier for each Participant. Please note that the Company will be able to get in touch with you only if the mobile number you have shared is registered with the service provider in India.
- d) Registered mobile number will be mandatory field during registration without which the Participant will not qualify for the subsequent rounds.
- e) Once the Participant has successfully registered, the Participant will be required to answer few questions pertaining to their eligibility and interests before he/she can upload the Digital Audition video as informed during the Digital Audition Period.
- f) The Participant can upload minimum1 and maximum 2 as their Digital Audition videos to describe the Dish they plan to bring to the ground audition, how it will look, describe preparation etc. ("Digital Audition Video"). The duration of the video should not be more than one minute.
- g) While recording the Digital Audition Video, the Participant should ensure that the Participant is in a well-lit place and the Participant's face is clearly visible in the video. Additionally, the phone camera and mic should be functioning properly, and the Participant should have a good internet connectivity. The Participant should also ensure that the camera is not shaking/ moving while recording.
- h) The registrations using the App for the Digital Audition (referred to as "Entry") for participating in the Show should be completed on or before closing of the Digital Audition Period and should be complete in all sense, in order to be considered as a valid entry ("Valid Entry/ies"). It should be noted that by registering during the Digital Audition period, the Participants will get express entry to the Level 1 on-ground Auditions held as per Schedule I.
- 3. For the on-ground Auditions, the interested Participant(s) can visit the Audition centre on the dates as intimated by the Show Management and (a) shall through themselves fill and execute a registration form at the Audition centre and duly submit all personal information as may be required to be submitted by them on the registration form in a manner and form, as requested and /or prescribed therein, ("Registration Form"), (b) furnish all documentation as intimated to the Participant(s) in advance through the website. In case the said Participant(s) are unable to furnish the original document(s) or to verify the eligibility details and also submit self-affirmed photocopy of the same, the said Participant(s) shall be disqualified by the Company. For the purposes of this Audition, the copy of these Rules and Regulations, signature/self-attestation of the required documentation by the Participants and the Registration Form duly submitted by the Participant(s) at the Audition centre shall be considered a complete entry ("Entry").
- 4. Any incomplete Entry and /or any Entry with incorrect format, additional and/or inadequate information will be considered invalid and will be disqualified from participating in the Show. The Channel /Company shall be free at any point of time to contact and /or communicate with the Participant(s) for availing any additional information and/or to verify any details as provided in relation to Show and/or the Entry and the Participant(s) shall unconditionally facilitate the same.
- 5. In order to verify Participant Eligibility, 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 seek for the proof of identity and/or eligibility of the Participant(s). Failure to provide such proof within a reasonable time could result in disqualification from the Auditions/Show. If the Participant(s) are found to be ineligible, or if they have not complied with these Rules and Regulations, then such Participant(s) will be disqualified. Participants are required to see below the requirement of the documents for verification ("Documents"):
 - 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) In case, the Participant is a Non-Resident Indian (NRI) then the Participant will be additionally required to furnish proof of citizenship either through submission of passport or birth certificate and furnish necessary documentations and permits to work in India as per the laws of India.

(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)

- e) 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(s) or the Participant(s) at any stage is unable to supply any of the documents required by the Show Management or the Participant(s) supplies unclear, inaccurate, incomplete, or misleading personal details and/or information.
- f) 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 Documents for age proof, residence proof and their nationality proof. Additionally, the Participant(s) shall be required to provide the Company and/or the Producer requisite documentation i.e., original copy of passport, birth certificate or PAN Card, etc. Successful verification of the Documents is mandatory for the Participants to progress further towards the Qualifier Rounds of the Audition. The Company reserves the right to ask the Participant to re-submit any of the above-mentioned document proof ant stage of the Show.
- 6. The shortlisting process followed for the Show comprises of 3 (three) Qualifier Rounds viz. Level 1, Level 2 and Level 3. The Participant(s) will have to perform and pass through a series of tasks to qualify for each consequent level in relation to their cooking skills, including any and all technical tasks related to cooking in addition to cooking and preparing an original Dish. Any and all Dishes that are required to be prepared by the Participant shall be prepared without the help or assistance of any other person. This pre-cooked Dish prepared by the Participant(s) shall be evaluated by a panel comprising of representatives of the Company and/or food/culinary expert/taster(s) appointed and finalized by the Company and /or the Channel at its sole discretion ("Panel"). It is further clarified that, the Dishes prepared by the Participant during the Qualifier Rounds shall be judged based on predefined evaluation parameters such as personality, food story, and the Dish (flavours, presentation, skill, concept, and other cuisine's knowledge) and/or any other criteria as set out by the Panel and/or the Company.
- 7. If the Participant(s) fails to attend any of the Qualifier Rounds / Audition at the venue on the date and time as informed by the Show Management and/or it's representatives for any reason whatsoever, the entry of the Participant(s) will be invalid, and such Participant(s) shall be disqualified. No disputes in this regard will be entertained.
- 8. The Company shall select top 30 Contestant(s) participating in the Show from amongst the Participant(s) selected through offline auditions. (As per the discretion of the Show Management).

IV. QUALIFIER ROUNDS

A. Level 1:

- 1. The Participant(s) are required to get a pre-cooked Dish for Level 1 of the Audition process for the Show i.e., 'MasterChef India 2024'. For the purposes of the Show/Auditions, it is further clarified that such Dish shall be required to be prepared and brought by the Participant as part of the Auditions, shall be prepared and cooked by them alone without any help and/or influence of any other person.
- 2. It will solely be the responsibility of the Participant to ensure that the Participant packages the precooked Dish well such that there is no spillage/ spoilage etc., that causes any damage on consumption. The Participants additionally warrant that the food articles prepared do not contain any non-edible substances and are safe and/or health-wise fit for consumption by humans. It should

also be understood that it will be the responsibility of the Participant to correctly disclose the list of ingredients used to prepare the Dish to identify food allergies, and/or any related necessary disclosures which would ensure that the Dish is safe for consumption. The Company shall not be held responsible to make any arrangements to ensure that the food is stored at designated temperatures and will solely be the responsibility of the Participant(s) to select Dishes appropriately. Any Participant(s) who fails to disclose the information as indicated above may be disqualified at the Show Management's discretion.

3. Based on the evaluations made by the Panel, the top Participant(s) shall be shortlisted for Level 2 as per the discretion of the Company and /or the Panel. Selected Participants(s) shall be required to be present at any one of the auditions held at Kolkata/ Delhi/ Mumbai on the day and time specified by the Company, in accordance with the Participant's preferences. Further, all costs and expenses towards travel and stay of the Participant(s) towards participating in this level shall be borne by the Participant(s) without any recourse to the Company.

B. Level 2:

- 1. Shortlisted Participant(s) of Level 1 will be required to be present for Level 2 which will be held in Delhi, Kolkata, and Mumbai, on dates, timings, and venues specified by the Company at its discretion and the Participant(s) agree to travel, stay, etc. entirely at the Participant's own expense.
- 2. The shortlisted Participant(s) from Level 2 shall be required to cook a culinary Dish or perform any cooking or culinary related task before a panel comprising of reputed food chefs/ food experts/ food tasters and representatives of the Company, as the Company may deem fit in Level 3 (Cook-off round). The Dishes prepared shall be evaluated by the Panel and the top-rated food Dishes and /or performances shall be shortlisted for the next level at the sole discretion of the Panel and/or the Company. The Participant(s) shall be required to cook and execute any and all documents in such manner and at such location as may be required by the Company in its sole and absolute discretion.

C. Level 3:

- 1. The Top Participant(s) shortlisted from Level 2 shall be required to cook / present the Dish to the judges of the Show at the respective Audition city as prescribed by the Show Management viz. Level 3 as on date and time specified by the Show Management.
- 2. Participant(s) advancing further will be required to furnish mandatory documents as required to verify the personal details provided in the previous rounds. Each of the selected Participant(s) shall be required to furnish the necessary documentation (as stated in the above) in original to confirm the eligibility details, etc. In case, any Participant(s) is unable to furnish the original document(s) to verify the eligibility details and submit self-affirmed photocopy of the same, then such Participants(s) shall be disqualified by the Show Management.
- 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. The Show Management reserves the right to, at its sole discretion, withdraw or amend or add to the list of Participants appearing on the Show at its discretion. 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.
- **D.** The Auditions will be conducted based on the below mentioned schedule ("Schedule I"):

Date	Name of the city
October 20 th , 2024	Delhi
October 23 rd , 2024	Kolkata
October 27 th , 2024	Mumbai

V. OTHER CONDITIONS FOR PARTICIPATION/CONTESTANT(S)

- 1. 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 the Participant(s) shall not have any claim against such decisions taken by the Show Management in respect of the Audition and/or the Show.
- 2. The Company reserves unconditional right to disqualify any Participant on any grounds as deemed fit for the successful execution of the Show.

- 3. For the purpose of the Show and task/s conducted for the same, the Participant(s)/Contestant(s) agrees and confirms to prepare/cook any and all Dishes as per requirement of the Company/Show Management/judges as and when specified by them. Participant(s)/Contestant(s) further agrees and acknowledges that the above mentioned requirement of the Company/Show Management/judges are merely for the Show and/or the task/s planned/designed keep in mind the format of the Show and Participant(s)/Contestant(s) and/or any person on behalf of the them shall not object with respect to the same, make any defamatory/derogatory remarks against the Show/Company/Show Management/judges and/or engage in any act or omission which might prejudice or harm the reputation of the Company/Show Management/judges in manner whatsoever.
- 4. It is a condition of entry and participation in the Show that the Participant(s) agree and sign up or acknowledge the participant release form and any other documents as requested by the Show Management and abide by the terms of such participant release form and these Rules and Regulations as devised from time to time by the Show Management 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.
- 5. Participant should participate on their own and not on behalf of anyone else.
- 6. Participant(s) hereby represent and warrant that Participant(s) are 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.
- 7. 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.
- 8. By registering for the Show, the Participant(s) represents that the Participant 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, 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 Show Management in writing along with a copy of the certificate from a qualified medical practitioner declaring the Participant 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.
- 9. The Company may, at its discretion, contact the Participant(s), if required, for any clarifications needed for the information provided in the registration.
- 10. 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.
- 11. 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.
- 12. On successful registration using their mobile number, it is assumed that the person has provided the permission to send SMS to or call the Participant(s), whether or not such sender is registered on the National Do Not Call registry. The Show Management may, at their discretion contact the Participants, if required, for any clarifications needed for the information provided in the registration form.
- 13. On request of the Company, the Participant(s) shall make arrangements for the Company to have access to the Participant's residence, workplace, favourite hangouts, pets, etc. and obtain necessary permissions from the Participant's 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.

- 14. Whilst the Company shall make all reasonable endeavours 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 and eligible Participant(s) under these Rules, in case it is unable to successfully contact and communicate with any Participant(s) after three attempts.
- 15. 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, 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 defence of a claim or any costs payable thereof.
- 16. 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.
- 17. 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 the Participant/s shall be disqualified and penalized for the same in any manner as the Company may deem fit.
- 18. Participants 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).
- 19. 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.
- 20. 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.
- 21. The Participant agrees that participation in any stage of the Show (including Audition) does not entitle the Participant 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.
- 22. The Participant agrees that they are in no way connected to the Show Management. Participation by anyone shall be rejected, if it is found that the Participant is related to the Show Management in any way as mentioned herein above.
- 23. For the purpose of participation, all expenses if any, including travelling and lodging cost and any other expense incurred otherwise towards participation shall be borne by the Participant. This clause is applicable to the Participant or anybody accompanying the Participant as well.
- 24. Company shall not be responsible to the winner of the Show -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.

- 25. The Participant undertakes to provide and/or execute any documents as may be deemed necessary by the Company to effectively carry out the Participant's obligations under the Show and/or Rules and Regulations.
- 26. Contestant(s) at any point of time shall sign and execute all documents and agreements as required by the Show Management/Company for the purpose of the Show. The arrangements for travel and stay of the Contestant(s) selected to attend the shoot will be made by the Company (except for accommodation arrangements for the Contestants residing in Mumbai).
- 27. The Show Management connected with the Show shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the Contestant(s) due to any reason including but not limited to Force Majeure, logistical problems at the airports/ railway stations/ roads etc. and the Contestant(s) shall not have any claim against the Show Management connected with the Show. The Show Management connected with the Show shall not be responsible for any such eventuality and the Contestant(s) undertakes not to claim any compensation from the Show Management for the same.
- 28. The Show Management is not, in any manner, be responsible for logistics and expenses around transporting the product or any ancillary objects that the Participant needs to carry for the Audition or the shooting of the Show. It is the sole responsibility of the Participant to ensure that the products or any ancillary objects carried by the Participant is not illegal, dangerous, hazardous, harmful or perishable and will not put anyone around the Participant at risk. The Show Management cannot be held liable for any damage to Dishes or any ancillary objects carried by the Participant during the travel or Audition or at the shoot. In the event the Participant is unable to carry or transport the product or any ancillary objects that it needs to demonstrate their Dishes during the Audition or during the shoot or if the Show Management, in its sole discretion, believes that shooting with the Dish of the Participant might cause any harm to the Participant or any other person or the Dish is hazardous in general, then the Company shall have the right to disqualify such Participant.
- 29. The 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.
- 30. 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/Program 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.
- 31. 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, 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.
- 32. 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.

- 33. 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.
- 34. 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.
- 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 contest may be discontinued or terminated by the Company at any point of time without assigning any reason thereof.

VI. INTELLECTUAL PROPERTY RIGHTS

- 1. All the intellectual property rights with respect to the Participant(s), 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) 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) also consent to the Company's right to reproduce the Participant(s) picture, or the recording provided by the Participant(s) or portray the Participant(s) in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes of the Show or any other Show of the Company, except were prohibited by law.
- 2. The Participant(s) grants the Company irrevocable consent, in perpetuity, to (i) to use Participant(s) name, picture, attributes, images, social media handles, any materials submitted by the Participant, sobriquet, photographs, voice, likeness, audio – visual, videos, information at the time of registration or otherwise or any content related to the Participant; and (ii) to record (in any and all forms and formats) and to the use of the Participant(s) 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 (collectively referred to as "Footage"); 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) further knowledge or consent or compensation (including any royalties). The Participant(s) further 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.
- 3. With respect to the Footage, the Contestant (s) hereby waives off all the rights that they may have with respect to such Materials. The Contestant(s) shall ensure that the photos or videos submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Participant(s) shall immediately be disqualified from taking part in the Auditions/Show or any further rounds of participation and such Participant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.
- 4. Participant(s) undertake that the Participant(s) and the Footage, 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, paedophilic, libellous, hateful, or racially, ethnically objectionable, disparaging, harms minors in any way, violates any law for the time being in force. 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 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.

- 5. On request of the Show Management, the Participant(s) shall also make arrangements for the Show Management to have access to the Participant(s) residence, workplace, favourite hangouts, pets, etc. and obtain necessary permissions from Participant(s) Parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
- 6. 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' and the Participant(s) agrees to participate in the same.
- 7. The Participant(s) agrees that Participant(s) shall be available from time to time and co-operate with the Show Management and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any compensation. Further, the winner(s)/Contestant(s) shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever if required by the Company. The winner(s)/Contestant(s) agrees that the footage of any nature which features the winner / Contestant, shall vest with the Company, including but not limited to all intellectual property rights and any other rights for worldwide and in perpetuity.
- 8. The Company may also request the Participant(s) to use or share the content posted on their personal social media platforms in relation to the Show with the Company. Participant(s) hereby authorizes the Company to use the content available on their personal social media handles including their profile pictures, social media handles etc. Once such content is included in the Show or used in connection with the Show, the Company (and its assignees and licensees) shall have the right to use the same in perpetuity and the Participant(s) shall not raise any claims against the Company.

VII. CONFIDENTIALITY AND PERSONAL INFORMATION

- 1. The Company shall keep all the information collected from the Participants (including videos submitted and interviews conducted) confidential and shall use the same for the purpose of Show. Each Participants, by electing to participate in the Show, hereby explicitly consents to the collection, storage and processing of such personal data and proprietary information collected from the Participants. The term "Personal Data" shall mean and include the name and contact information (home address, telephone and fax numbers and email address), valid identity proof such as passport number, driver's license number, permanent account numbers or other details pertaining to the identity of the Participant(s), marital status etc. being collected for the purpose of the Show and shall include including sensitive personal information, if any collected.
- 2. The Company shall deal with any Personal Data, that it receives from Participant(s) or otherwise collects, holds, uses and processes in the following manner: a) Company may disclose Personal Data, if any, to governmental agencies and regulators (e.g., tax authorities), social organizations (e.g., the social security administration), human resources benefits providers (e.g., health insurers), external advisors (e.g., lawyers, accountants, and auditors), courts and other tribunals, and government authorities, to the extent required or permitted by applicable legal obligations upon prior written approval from the Company. b) The level of data protection using technical, managerial, operational and physical security control measures by the Company shall be such as to be in compliance with all applicable laws.
- 3. The documents provided by the Participants for the verification of their eligibility to participate shall be retained by the Company till the winners are declared and the promotions with respect to the winners is completed for the Show and shall be removed from the Company's servers within 2 (two) months after the initial broadcast of the final episode for the current season of the Show.
- 4. Notwithstanding any other provisions contained hereunder, Participant acknowledges that the obligations related confidentiality shall not pertain to any information which:
 - a) is in the public domain or comes into the public domain through no wrongful act on the part of the Company; or
 - b) is already known to the Company and/or its Representatives as evidenced by their records at the time of disclosure by the Contestant; or

- c) is received by the Company and/or its Representatives on a non-confidential basis from a third party; or
- d) is received by the Company and/or its Representatives from a third party without breach of any agreement by the Company; or
- e) is independently developed by the Company and/or its Representatives without breach hereunder; or
- f) is approved for release by written authorization of the Contestant; or
- g) is required to be disclosed by applicable law or regulations, order of the court of competent jurisdiction or an appropriately empowered governmental, statutory or regulatory agency or under rules of any stock exchange. In such a case of compelled disclosure, the Company will provide a reasonable prior notice to Contestant and will request a protective order.
- The Company shall ensure that the Participants are contacted by the Company or on behalf of the Company only for the purpose of the present Show and all such information collected by the Company shall be destroyed within 2 (two) months after the initial broadcast of the final episode for the season the Participant is part of. The Company shall not share the information so collected with any party, save and except for the purpose of the Show. The Participant(s) by providing the aforesaid Personal Data and other business and proprietary information, hereby agree and consent that the Company shall have the right to share the Personal Data and other business and proprietary information so collected with such other third party (including the original format owners of the Show) as may be required for the purpose of the Show and hereby agree that they shall not file any claim against the Company for sharing for such personal information. Any information shared by the Participant(s) to the Company shall be handled by the Company in terms of the privacy policy of the Company. Please refer to Privacy Policy of the App https://www.sonyliv.com/privacy-policy and the Channel https://www.setindia.com/inen/static/privacy-policy/58 that governs the use of your Personal Data. Participant(s) choosing to participate in the Show agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the App and Channel in addition to the conditions set out in these Rules and Regulations which shall govern the Show.
- 6. The Contestant understands that sharing any information or Footage does not in any way obligate the Company to select the Participants for the Show or for the Company to enter into any further agreement(s) with the Participant, with respect to any matter arising out of or pertaining hereto.

VIII. INDEMNITIES

- 1. The Participant(s), their companions 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. 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.
- 4. 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 participation, Audition and/or the Show 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.
- 5. The Participants 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 Terms and Conditions as contemplated herein to be complied by each Participant.
- 6. The Company, shall be under no liability whatsoever to the Participants, in respect of any loss, damage suffered by the 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 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 or circumstances beyond the Company's reasonable control.

IX. DISCLAIMERS

- 1. The 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 winners(s) and/or Contestant(s) and/or Participants of the show agree that the he/she s) shall hold harmless the Show Management, Channel, App, Company, its employees, officers, sub-contractors or any other person in connection with the gratification and/or 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 Show Management/Channel/App/Company/Producers to claim any damages or reliefs.
- 3. Participation in this Show and the Audition process is free of cost and all Participant(s)/Contestant(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, App. Without limiting the foregoing, the Company specifically disclaim any warranty (a) that the App will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the App (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Participant(s) use of the App, online entry form results in the need for servicing or replacement of Participant (s) or another's equipment or data, the Company are not responsible for those costs.
- 6. The Show Management/ Company/ Producers 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 Participant(s) legal heirs will have no other rights or claims against the Show Management/ Company/ 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. Show Management/ Company/ Producers and its sub contractors shall not be held responsible or accountable to any of the Participant, 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 will be required to sign an indemnity in favour of the Company. The Participant agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives, and employees, and/or any other agencies or

individuals connected with the Show in any manner, from any and all claims, actions, damages, liabilities, losses, costs, and expenses, in any way arising out of or resulting from the Participant involvement in the selection process.

X. 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 for any loss or damages, either actual or consequential, arising out of or relating to these Rules, Participant's use or inability to use the App, or to Participant's reliance upon information obtained from or through the App, participation in the Show, 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 or inability to use the App, online entry form or to visitor's reliance upon information obtained from or through the App, 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 Participant(s), in respect of any loss, damage suffered by the Participants 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 Show and during production thereof whether or not caused by (1) the administration (including scheduling) of the Show including any failure of transportation or inability for any reason to appear for the Audition/before the judges; (2) the 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 Show. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect, and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, 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) 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) specifically agrees and acknowledges that any disputes or claims shall be resolved individually, and the 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) has hereby expressly or irrevocably waived the Participant(s) 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.
- 7. The Company will not be responsible for any loss / theft of belongings of the Contestant(s) on the sets of the Show/Studio, before/during/after the shoot of the Episodes/Show, or at the time of the Audition.
- 8. 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, the Company may have to continue with whatever data is available, or in any other manner as it may deem reasonable.
- 9. The Company 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 the Participant(s) participation in the Audition or the Show, if selected.
- 10. The Company and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Audition or Show on account of any factors beyond their control.

XI. APPLICATION

- 1. The Company shall not be responsible for:
 - i. Any delivery, failures relating to the registration or uploading the Digital Audition Video on the App:
 - ii. Show Management not receiving or rejecting any data
 - iii. Any lost, late, or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
 - iv. Other conditions/situations or failures beyond its control.
- 2. The App is controlled and offered by Company from its facilities in India. Company makes no representations that the App is available for use in other locations. Participants accessing and/or using the App from other jurisdictions, do so at their own volition and are solely responsible for compliance with applicable laws. The Company cannot guarantee whether the App will function in such jurisdictions outside India. A Participant may not be able to upload Digital Audition Videos in the event the Participant is travelling outside India. The Company shall not be responsible for the Participant not being able to access the App and/or the Participant not being able to appear to Audition in such situations.

XII. 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. The Participant(s) hereby acknowledges that the Participant(s) has voluntarily chosen to participate in the Show at the Participant(s) free-will and is willing to bear all risk, costs & consequences arising from such participation in the Show.
- 3. 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
- 4. The Company 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 the Show Management/ Company/ Producer 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/ Audition, the Show being withdrawn, or the Rules / format being amended.
- 5. There is no levy of an entry fee for participation in the Show. Any person who claims to be from the Show Management 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 winners selected from the Show Player(s). 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.

- 6. An Entry is not transferable.
- 7. The Participant hereby agrees and confirms that even if the Participant is selected for the Auditions and/ or the Show, the Participant shall not have any right to claim any benefit/demand/consideration/monies from the Show Management/ Company/ Producers, in addition and/or in exchange of the selection.
- 8. 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.
- 9. By participating in the Audition and/or the Show, the Participant(s) agrees to be bound by any decisions made by the Show Management/ Company/ Producers in its sole discretion, including any interpretations of the Rules and Regulations.
- 10. The Company is under no obligation to conduct the Auditions or to produce and telecast/stream the Show. Further, conducting the Auditions does not create any obligation on the Company to produce and shoot the Show.
- 11. If the operation of the Show (including without limitation the operation of the telephone system); the recording; broadcast of any/all of the Show is prevented by an war, industrial action, flood or any Act of God, or applicable law or any Act of God or any act beyond the reasonable control of man ("Force Majeure"), the Company may at its sole discretion cancel all or any part of the Show and/or participation of a Participant(s)/Contestant(s) forthwith and such decision by the Company shall be final and binding. The Show Management cannot and shall not be accountable / liable to the Participant(s)/ Contestant(s) 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.
- 12. Registration to the Auditions for 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.
- 13. By the act of uploading the video and/or participating in the Audition via any app as informed, the Participant has provided their consent to collect & store their personal information. The Company shall keep all the information collected confidential. Please refer to App's and Channel's Privacy Policy.
- 14. 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.
- 15. 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 and/ or the elimination shall be final and binding on all the Participant(s) and in no event shall the Participants dispute such decision(s).
- 16. 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 Qualifying 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 Rules and Regulations including any amendment thereof.
- 17. 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 the Participant(s) culinary or performing abilities or the products thereof or in respect of the Participant(s) 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.
- 18. The Participant(s) hereby represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence (including but not limited to acts of moral turpitude and harassment) and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the Participant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company and has no other disability which would prevent the Participant(s) participation in the Audition or the Show (if selected).
- 19. 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.
- 20. The Company reserves the right to suspend any of the Participant(s) of the Show in case it has reasonable grounds to conclude that the individual(s) 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.
- 21. The Participant shall ensure that the acts/ performance in the Audition supporting's 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 shall solely be liable for any and all action arising therefrom and shall also be liable to indemnify the Show Management against any and all losses, claims including third party claims, disputes, disruption, demands, actions, damages, liabilities, etc.
- 22. Participant(s) will not be confirmed as Contestant(s) 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.
- 23. 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 and/or the Show, 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 Qualifier Rounds of the Auditions or add subsequent rounds of Audition at any time at its sole discretion and the Participant shall not have any right to object against the same and any such changes shall be deemed to be binding on all the Participants.
- 24. During the Audition Period, the Participant shall keep the Company, or the Show Management informed of any events which relate to COVID 19 or any other such situation that 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. 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.
- 25. 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 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.
- 26. 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.
- 27. Personal interview, which is to be conducted post completion of Audition will also be conducted online through tools/ Apps/ Software as informed by the Company or the Show Management for time to time. In case of any scheduled interview with the Show Management's representatives and/or judges via appropriate tools/Apps/links etc. only the authorized parties (including judges, Participants, the Show

- Management representatives) will be allowed to enter the Participants to virtual meeting room. The Company will have the final right to refuse registration/ eligibility at their sole discretion.
- 28. Reasonable attempts shall be made by the Company or the Show Management to contact shortlisted Participants through the contact details provided in the Registration Form and/ or in any other manner as deemed fit by the Show Management/ Company/ Producers. The Show Management/ Company/ Producers 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 Show Management / Company/ Producers shall at its own discretion make or refuse to make additional attempts to contact any participant.
- 29. The Show Management/ Company/ Producers reserves the right to record the personal interview as part of the selection process and for future reference. However, the 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, at its sole discretion.
- 30. The Participant(s) 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.
- 31. The decision of the Company in connection with all aspects of the Show, Audition including but not limited to short listing the Auditionees will be final & binding and 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.
- 32. Further, Show Management Company, App and/or the Channel and/or judges shall be entitled to, at its discretion, any time during the Show, to re-introduce the eliminated Participant(s)/Contestant(s) and/or re-introduce fresh Participant(s)/ Contestant(s) during any stage of the Show.
- 33. The Company reserves the right to terminate and/or postpone the Show without giving any prior notice to the Participant(s) / Contestant(s). Such decision shall be final and binding on the Participant(s) / Contestant(s) and the same shall not be disputed and/or challenged in a court of law.
- 34. 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.
- 35. 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, App, 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// Contestant/ person/party who has committed a breach under the Cyber laws (Information Technology Act, 2000 and all its amendments thereof) and/or any other laws as may be applicable from time to time and the Company shall be entitled to such remedies in law as applicable.
- 36. The Company and its sub contractors shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the Audition supporting's and/or videos / other details of the Participant. The Company shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Audition supporting's/ and/or videos /content. Further, the Company shall not be responsible and/or liable in any manner whatsoever in case the Participants are unable to register their entry and participate in the Auditions due to failure on part of the internet service provider, facility provider, etc.
- 37. 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.

- 38. 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 technicalerrors 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.
- 39. The Company shall not be responsible for any break or disconnection or disruption and/or liable in any manner whatsoever for any network problem, unclear network, disruption in the network, connection failure, electricity failure, internet service provider, facility provider, or due to capacity constraints or any other reason whatsoever irrespective of the network being used. In addition, the Company shall not be responsible and liable in any manner whatsoever in the event of any failure in the auditioning process including without but not limited to telecom failure, session failure, logging failure, close or any other difficulties of such nature due to which the Participant(s) is charged by the telecom operator and/ or is unable to participate.
- 40. While all attempts will be made to protect the auditioning data from loss and/or corruption, Participant(s) 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 endeavours and may disqualify all the Auditions received or conduct a re-audition 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) on account of such loss.
- 41. 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).
- 42. Participant(s) hereby acknowledges and agrees that the relationship between the Participant(s) and the Company is not a confidential, fiduciary, or other special relationship.
- 43. The Rules and Regulations shall be construed and governed in accordance with the laws of India and in case of any dispute and the Participants/ Auditionees submit irrevocably to the jurisdiction of the Courts in Mumbai.
- 44. 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 Program as uploaded on the App.
- 45. The Company shall endeavour 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) hereby agrees not to hold the Company liable for any such technical problem or shall have any claim in this regard.
- 46. 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.
- 47. 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.
- 48. 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 such Participant is attempting to undermine the legitimate operation of the Show by cheating, fraud, misrepresentation, 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.

- 49. Participants who do not comply with these Rules & Regulations, or who attempt to interfere with the operation of the App in any way will be disqualified and their entries may not be counted.
- 50. 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, App and/or Channel has the right to substitute an alternative Audition method at its absolute discretion.
- 51. Participant(s) shall not offer any bribe or make any requests to any members of the Show Management to get any favours. 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.
- 52. As part of Participant' contribution to the Show, the Show Management 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) hereby agree to participate in any and all such marketing and promotional activities, as required by the Show Management/ Company/ Producer.
- 53. Taking part in the registration process shall be deemed to be acceptance by the Participant to receive promotional messages from the Company or any third party so authorized by the Company.
- 54. 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. The Company shall not entertain any request by the Participant(s) for change in the dates and time of Audition. Changes may be made to the auditions schedule/timelines/phases as deemed fit by Company.
- 55. 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.
- 56. 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.
- 57. At no point of time will the Company/Producer be obliged to notify unsuccessful Participant(s) of its decision.
- 58. The Company will have no liability to a Participant(s) 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.
- 59. 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.
- 60. 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). 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.
- 61. 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.

- 62. The 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 the Show Management/ 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 or the Show.
- 63. In the event, the Participant is 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 and the Contestant(s) shall also be disqualified in the event they are been found causing any such above-mentioned disturbance/disruption before, during or after the participation in the Show.
- 64. 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.
- 65. 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.
- 66. These Rules & Regulations and the Show 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.

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) and English rules and regulations, the interpretation of the English rules and regulations shall prevail.