

## TERMS AND CONDITIONS FOR REGISTRATION/ PARTICIPATION IN THE AUDITIONS FOR SELECTION OF PARTICIPANTS IN “RISING STAR SEASON 3”

### 1. **Program and Audition:**

Viacom18 Media Private Limited (hereinafter referred to as “**Viacom18**”) has acquired the license to produce and broadcast in India and abroad, the television entertainment program tentatively titled as ‘**Rising Star**’ (“**Program**”/ “**Programme**”/ “**Show**”) which is based on the original format of “Hakochav Haba” owned by Keshet Broadcasting International Ltd. (the “**Format**”). This Program shall be produced by the third party production house (“**Producer**”) for and on behalf of Viacom18 primarily for the purpose of telecast on Viacom18’s channel namely “**Colors (APAC Feed)**” (“**Channel**”).

The purpose of this Program is to conduct a singing reality series for identifying the best singing talent in a unique and innovative manner based on the Format and further as may be developed by Viacom18. IndiaCast Media Distribution Private Limited (“**Organizer**”) is conducting the auditions for selection of participants for participation in the Program (“**Audition(s)**”) and is open for persons of South-Asian origin residing in the territory where the Channel feed is available, either as individual or as group of two or more people (“**Applicant**” or “**Participant**” or “**You**”) and the participation shall be governed by the terms and conditions as detailed hereinafter. In case of group participation, each and every Participant within a particular group agrees to comply with these terms and conditions including any other terms in relation to the Audition, subsequent rounds of Audition and /or the Program.

### 2. **Participation mechanism:**

- I. The Participant can participate in the Audition by visiting the Voot website i.e. [www.voot.com/RS3auditions](http://www.voot.com/RS3auditions) (“**Website**”) and filling in the online form asking for Participants relevant details including, inter alia, a) Group Participation / Individual Participation, b) Name, c) Email ID, d) City e) Country, f) Date of Birth, g) Contact number, (h) Indian Passport, (i) PIO/OCI etc. and uploading the Audition Video. In case of group participation, all the member Participants belonging to their respective groups shall provide all the details as required to be mentioned, including the name of the group and total number of Participants participating in the group.
- II. The Participant’s participation in the Audition shall only be considered upon his/her submission of all the details as required as displayed on Voot (including submission of the Audition Video). Participation through Voot shall be referred to as ‘Participation Mechanism’.
- III. Upon submitting the required information to the Organizer through any of the Participation Mechanism/ in any of the manner as provided above (including but not limited to the submissions of the Audition Video and recent photograph on Voot) in accordance with the requirements and criteria as laid down for the Auditions herein, the Participant hereby agree to have read and understood all the terms and conditions for participation in the Auditions and agrees to abide by the same.

### 3. **Eligibility Criteria:**

- The Audition is open to all applicants for participation who meet the following requirements:
  - Any Indian Citizen or Overseas Citizen of India legally residing in where the Channel is available (“**Contest Territory**”); and
  - who are above 18 (Eighteen) years of age for participation
- However, the Organizer may at any time and as per its sole discretion, impose age limit/restriction of the Participants who would be eligible to participate in the Audition and the Program (if selected thereafter).
- a) **Audition Period:**
- The ‘Audition Period’ shall commence from **7<sup>th</sup> January 2019 at 00.00 hours** “Opening hours” and shall conclude on such date and time as determined by the Organizer, as per its sole discretion “Closing hours”. The Audition Period may be extended and/or modified at the sole discretion of Organizer and the same shall be updated on Voot or shall be

communicated by the Organizer in any other manner as it deems fit. It shall be the responsibility of the Participants to keep themselves updated with respect to any change/modification in the terms made on Voot and/or as informed by the Organizer and any such modification shall apply to all the Participants and the Participants shall be bound by the amended / modified terms and conditions.

**2. Requirements of the Audition Video:**

- i. The Audition Video should contain a song as sung and recorded by the Participant in his/her voice. The Participant at its discretion may or may not use the musical instruments while recording the Audition Video.
- ii. Duration of the Audition Video: Maximum duration of the Audition Video shall be 3 (three) minutes and any Audition Video exceeding the aforesaid criteria shall be rejected.
- iii. Size of the Audition Video:  
Maximum permitted size of the Audition Video can be 50 MB.
- iv. Technical Specifications/ Format:  
Avi, mpeg, Mp4, mpg, .mov
- v. Number of times the Audition Video can be uploaded through the Participation Mechanism:  
Multiple number of times before the Closing hours of the Audition Period.
- vi. Organizer at its sole discretion may either select the Audition Video as submitted by the same Participant as an entry for the purpose of Audition and subsequent selection.

**2. Documentation and Proofs:**

You confirm that You are a citizen of the country you have submitted proofs of, at Organizer's request, You shall submit: (i) valid proofs of identity, age, nationality / citizenship (i.e. OCI Card or valid passport); (ii) any other document as may be required for participation in the Program, in consonance with the prevalent laws and/or any other documents as may be required by Organizer /Producer from time to time. You hereby represent and undertake that all personal details and/or information given by You in the online form /as submitted /provided through any of the Participation Mechanisms and/or or in any other manner as intimated to You by the Organizer/ representative of the Organizer/Producer are true, accurate, complete and in no way misleading or incorrect. Further that, Organizer shall have the sole and unfettered right/authority (at its discretion) to disqualify any Participant from Audition and/or participation in the Program (at any point) if the Participant fails to comply with any of the terms and conditions stated herein. Additionally, the Participant shall also sign and submit all such necessary documents/ release letters/ declaration letters/ no objection letters/certificates/ agreements etc., as required by Organizer and/or the Producer and/or its authorized representatives from time to time, in relation to the Audition, subsequent audition and/or for participating in the Program (if selected) and/or otherwise either with Organizer directly or any other party, as Organizer may require at anytime and the aforesaid additional documents and these terms and conditions (as follows) shall be read in consonance with each other.

- i. By submitting the information on Voot and/or through any of the Participation Mechanism, You hereby waive all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations that You may have with respect to the use of the information furnished by You in any manner. Organizer / Viacom18 / Producer may use the information for sending out commercial information and/or for other commercial, publicity or promotional purposes and the Participant shall not raise any objection against the same.
- ii. In case of group participation all the terms and conditions as mentioned herein in clauses (i) to (ii) are required to be provided for each member of the group.

**3. Term:**

These terms and conditions and Rules (as defined hereinafter) contained herein shall subsist until the first telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by Organizer and hence, the Rules shall continue to apply to the Participant

**4. Content/Recording:**

- i. All the Audition Videos, audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings (audio and video), content, materials, audio / video clips, bytes, etc. provided/uploaded/ submitted by the Participants on Voot and/or through any of the Participation Mechanism and/or otherwise ("Content") shall upon creation /submission become the property of Viacom18 and accordingly all intellectual property rights including copyrights in the Content shall vest with Viacom18 and Viacom18 shall have unfettered exploitation rights in and to the Content, through any and all modes and medium of exploitation, throughout the world in perpetuity.
- ii. You expressly agree to your subsequent audition and participation at any stage including in the Program (if selected) being recorded and telecast as a part of the Program and/or for promotion of the Program and/or on a stand-alone basis, as required by Viacom18 ("**Recording**"). You hereby grant to the Channel and Viacom18/its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the universe, the Content and /or Recording, and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use Your and Your name, photographs, likeness, voice, audio –visual / videos, photographs, Audition Videos Content, Recording, etc. provided/submitted by You to Viacom18 and/or recorded by Viacom18 / Producer during the Audition/ subsequent auditions /Program through all media including without limitation television, radio, print, mobile, internet and/or any other such media, technology in existence, whether now known or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as the Channel/Viacom18, may deem fit. Viacom18/Producer shall not be obliged to exploit the Content /Recording (if made), into the final version of the Program. You agree that on submission/creation of the Content, all intellectual property rights including copyrights in the Content/Recording shall vest with Viacom18 and shall be available to Viacom18 for exploitation throughout the world in perpetuity. You hereby agree that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content /Recording and have all the rights to exploit, edit, integrate other content with Content/Recording, distribute, exhibit, sell, transfer, license, sub-license, monetize and exploit the Content/Recording on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, iMode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Content /Recording via terrestrial, satellite television, MMDS,SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (SVOD, TVOD, AVOD, NVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non-linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.
- iii. You, do not and shall not have any right to receive or claim any remuneration / compensation, fees at anytime whatsoever, towards the usage / exploitation of the Content /Recording by Viacom18 and /or any party authorized by Viacom18 and further You hereby irrevocably grant and assign to Viacom18, free and clear of any and all

claims, all of the rights and interests in such Content/Recording exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised including in commercial use.

**5. Gratification:**

The Organizer shall at its sole discretion select the best Audition Video/s and such Participants shall be given a chance to perform in the Program in Mumbai, India. The said Participants shall be provided return flight tickets for the sector of Singapore to Mumbai, India (“Prize”) Any other sector shall not be compensated nor arranged for by the Organizer.

**6. Rules:**

In the event of large number of registrations, participation, the chance to be considered for Audition, subsequent auditions may be strictly on submission of the Audition Video through any of the Participation Mechanism and /or in any other manner as informed by the Organizer / Viacom18 representative on the first come first basis till closure of the Audition Closing hours. You acknowledge, agree and undertake to abide at all times by all the rules, regulations, terms and conditions for this Audition as laid down herein and as determined from time to time by Organizer (the “Rules”). You agree and acknowledge that the Rules, may be changed at any time by Organizer including but not limited to cancelling the Audition and/or the Program and/or introducing new rounds/levels and/or changing the format of the Audition and/or the Program and you will be bound by such altered / changed /new Rules

**7. Other Terms:**

- i. You hereby confirm that You are medically and physically fit and that You do not have any medical/physical/emotional condition (including heart ailment, blood pressure, final stages of pregnancy and/or psychological, anxiety, hypertension, depression or any other medical problems of any kind whatsoever, etc.) which can jeopardize Your eligibility for participation in the Audition, subsequent rounds of audition and/or Program (if selected). If at any point in time, it comes to Organizer’s knowledge that You are/ have become medically / mentally/ physical unfit to continue with Your participation in the Audition/subsequent round of audition /Program, then Organizer / Viacom18 / Producer reserves all rights to disqualify / eliminate You from the next round of audition / Program (if you have been selected) and/or at any point in time, without any liability to You. Organizer / Viacom18 / Producer reserves the right to include without limitation any additional round /level, theme / feature such as a wild card entry, viewer’s choice, public demand, etc. in the Audition, any subsequent audition process, and/or between any round/phase of the Audition, subsequent audition including introducing any wild card entry in the Program that may include any person as a wild card entrant/participant in the Audition / Program at any time during any stage of the Program. Organizer reserves all rights to increase or decrease the number of rounds/levels of the Audition/ subsequent rounds of audition at anytime at its sole discretion and You shall not have any right to object against the same and any such changes shall be deemed to be binding on all the Applicants / Participants.
- ii. If for any reason the Audition is not capable of being executed as planned, due to, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, on any of the Participation Mechanism and/or due to any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Audition, Organizer reserves the right, at its sole discretion, to disqualify any Participant who may be responsible or who tampers with the entry /Audition process, and to cancel, modify or terminate the Audition or any part of the Audition. Further, Organizer reserves the right to take legal action against such Participant / 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 Organizer shall be entitled to such remedies in law as applicable.
- iii. Organizer shall not be held responsible in case of a server shut-down or loss of Participant’s Audition Video / data.

- iv. The Participant agrees that they shall be charged for internet usage / mobile data usage at such rates as levied by its internet service provider / mobile service provider and the same shall be checked and shall be borne by the Participant at their sole responsibility.
- v. Organizer shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the Audition Video / other details of the Participant. Organizer shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Audition Video/content. Further, Organizer 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 Audition due to failure on part of the internet service provider, facility provider, etc. Shortlisted entries, as selected by Organizer shall only be intimated as per the contact details provided through the Participation Mechanism and/or in any other manner as deemed fit by the Organizer/representative of the Organizer / Viacom18 / Producer. Organizer 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.
- vi. You hereby represent that You are not under any exclusive contracts with any other third party/ agency or not under any kind of disqualification under any law to enter into an agreement with Organizer (as may be required) as the case may be and/or to participate in the Audition or the Program (if selected).
- vii. Your act/performance in the Audition Video, subsequent rounds of audition and/or the Program (if selected) should not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or against the public policy of India and/or in violation of any of the applicable laws.
- viii. Organizer / Viacom18 / Producer reserves the right to disqualify You immediately from the Program if you have supplied untruthful, inaccurate or misleading details and/or information, of any nature, have failed to abide by the Rules and/or are in breach of the terms hereof.
- ix. You agree and accept that You shall not appear or participate in any other shows, programs and/or serials and/or make any public performances during the telecast of the Audition, subsequent rounds of audition and/or the Program without the prior written permission of Organizer, if You are selected as a participant in the Program. You agree that in the event of breach of any undertakings herein, Organizer shall be entitled to pursue such legal action as it may deem fit and necessary to mitigate any harm and loss which may be caused to it.
- x. In event your Audition Video is selected by Organizer and You are contacted to attend the subsequent round of audition, the cost of travel to reach the location of the audition, subsequent auditions, rehearsals venue, location of shoot of the Program, etc. including the hotel, accommodation, costumes, make-up, VISA cost (if applicable), other personal expenses and/or any other expenses of any nature, shall be borne solely by You and no monies will be reimbursed to You nor can any monies be claimed by from Organizer or Viacom18 or the Producer at anytime.
- xi. You shall not, without Organizer's prior written consent, disclose/ publicise in any manner including on social networks /social media platforms and/or any other platform nor discuss with any person/party, including without limitation the press, about any information relating to this the Audition, the Program, Your participation/appearance, the production team and/or any other participants in the Program or any other information which may come to Your knowledge (including without limitation in relation to Organizer, Viacom18 and Producer or any of its employees, consultants or vendors), etc, and You shall maintain strict confidentiality in this matter at all times and in event of Your failure to comply with the confidentiality obligations, Organizer may/shall, at its option take legal action against You as it may deem fit.
- xii. You hereby represent and warrant that have not been accused or convicted or are otherwise involved in any offence and/or are not under inquiry or trial by the police or judiciary and that there are no criminal/civil actions pending (actual or threatened)

- against You currently, of whatsoever nature, and/or served against You and that You have no other disability which would prevent Your participation in the Audition / subsequent rounds of audition or the Program (if selected).
- xiii. You hereby agree and acknowledge that Organizer / Viacom18 / Producer shall neither be responsible or liable for any loss, injury, mental/psychological problem /issues like anxiety, depression, stress, mishap, injury, accident, physical harm of any nature, death, any other unfortunate incident, etc., caused to You, during or after the Audition, subsequent rounds of audition and/or the Program, during shoot or recording, while traveling to the location of the venue audition or return, during the participation in the venue audition, subsequent rounds of audition and /or Program, and/or otherwise, and nor shall be liable to indemnify or make good any claim being raised against it, of whatsoever nature.
- xiv. You hereby agree and undertake that, if selected in the subsequent rounds of audition for participation in the Program, in lieu of the prospective entitlement to be part of the Program (subject to selection and written intimation by Organizer to such selected Participant(s), as decided by Organizer as per its sole discretion), You will sign the talent management agreement along with the participant agreement with Organizer upon terms to be detailed under the said agreement and in the event You fail/refuse to sign the said agreements, then Organizer shall have the right to reject the Participant from participation in the subsequent rounds of audition and/or from the Program (as the case may be).
- xv. You shall ensure that the acts /performance in the Audition Video / subsequent rounds of audition/ Program shall in no manner infringe any rights including the copyright of a third person/party. In the event of any violation to the aforementioned, You shall be disqualified from the Audition, subsequent rounds of audition and/or the Program immediately, without any prior notice of the same to You. You shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify Organizer, its affiliates/group companies/employees, the Producer, agents, representatives, etc., for any loss, claim, dispute, disruption, demands, actions, liability, damage caused to Organizer. You specifically agree not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against Organizer / Viacom18 / 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/ subsequent rounds of audition /Program. However, in the event You are found to be causing any disturbance or disruption before, during or after the Audition/ subsequent rounds of audition then Organizer / Viacom18 / Producer shall have the right to immediately remove, disqualify or ask You to leave the location (in case of venue audition), failing which Organizer or Viacom18's or Producer's representative shall forcefully remove You from the location (in case of venue audition). Any claim/damage for the same will neither be entertained nor compensated by Organizer / Viacom18 / Producer.
- xvi. Organizer / Viacom18 shall not be liable for any loss of earnings, loss of opportunity, employment and/or otherwise caused to You or any other person, even if such loss arises as a result of You participating in the Audition / subsequent rounds of audition or the Program (if selected).
- xvii. You hereby agree and undertake that they shall not accept or undertake to accept / give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate your selection or participation in the Audition/ subsequent rounds of audition and/or the Program. It is hereby reiterated that Organizer does not charge any money/participation fee for the Audition/ subsequent rounds of audition/ participation in the Program hence, You are requested not to entertain any calls or agents in this regard.
- xviii. Employees and/or their relatives of Organizer / Viacom18 / Produce r/ consultants of Organizer / Viacom18 / Producer, and/or persons hired on contract by the Producer or

Organizer, and/or their associate and affiliate companies, the respective sponsors of the Program on the Channel and their employees/relatives will not be qualified for the participation in the Audition and/or the Program (if selected).

- xix. Taking part in the Audition process shall be deemed to be consent by the Participant to receive promotional messages about the shows and programs of Organizer / Viacom18 / Producer and messages relating to the Program from Organizer / Viacom18 / Producer or any third party so authorized by Organizer / Viacom18 / Producer.
- xx. Apart from the prospective entitlement to be part of the singing talent hunt "Rising Stars" subject to selection and written intimation by Organizer to such selected Participant(s) (as decided by Organizer as per its sole discretion), the Participant /selected Participant or his/her legal heirs will have no other rights or claims against Organizer / Viacom18/ Producer /affiliates/sponsors, etc. nor have any right to receive or claim any remuneration/compensation, fees at anytime whatsoever, towards the usage /exploitation of the Recording/Content by Organizer / Viacom18 / Producer. You understand and agree that, getting shortlisted in the Audition is only a preliminary step towards participation in the Program and it shall be the absolute and sole discretion of Organizer to allow participation based on creative requirements and You acknowledge this right of Organizer without any dispute or claim. You hereby understand and agree that mere announcement/declaration communication of being called for subsequent round of audition, (in any form / manner / or through any medium) will not entitle You to be selected for the Program and shall in no way be deemed to be Your final selection as a contestant of the Program or entitle You to any benefit/demand of any nature. Further, Organizer has the sole, unfettered and absolute discretion to shortlist the Participants from the Audition for selection in the subsequent rounds of audition / venue audition / participation in the Program and that Organizer's decision in this regard is final and absolute. The selection criteria indicated herein is indicative and Organizer retains absolute right and discretion to decide on the issue of final selection and entry of the Participant into the Program. Only upon fulfilling all Rules, mentioned herein, terms and conditions to the satisfaction of Organizer, shall Your participation in the Audition and/or the Program be considered. Even after final selection for the Program, Organizer shall have the absolute right to replace any of the Participants as per Organizer's sole discretion and creative requirement. You understand and expressly agree that Your selection in the Audition, all subsequent rounds of auditions, selection of number of Participants qualifying for subsequent rounds of audition and for subsequent rounds in the Program, selection as a contestant in the Program, selection as a winner of the Program, etc. and any and all matters in connection with the Audition and the Program shall be solely as per the criteria and process as determined by Organizer and no correspondence / communication by You / any person / any third party shall be entertained by Organizer / Viacom18 / Producer in any manner and at anytime whatsoever.
- xxi. You expressly agree to indemnify and agree to keep harmless Organizer, Viacom18 the Producer, their affiliates, employees, officers, directors, agents, contractors, representatives, or any other person, directly or indirectly connected to the Program, against any and all claims, demands, direct or indirect losses (physical, mental, emotional, medical), damages, actions, liability arising as a result of any untruthful, inaccurate or misleading information, or concealment of material facts provided by You, any failure on Your part to abide by the Rules, any breach of the terms and conditions hereof including terms and conditions of any agreement entered into with Organizer and/or any terms and conditions otherwise stated / prescribed, any act including any unlawful act, omissions, misconduct, performance, harm caused to any person / party during the Audition, subsequent rounds of audition and/or in the Program, any violation of any applicable laws by You, and/or any such claims, losses, damages and liabilities arising out of Your participation in the Audition, subsequent rounds of audition and/or the Program and/or in relation thereto. In the event of any claim, You will promptly

adjust, settle, defend or otherwise dispose of such claim at Your sole costs and consequences. If You are not diligently and continuously pursuing this matter, Organizer may take such action on behalf of itself and/ or as attorney on behalf of You to adjust, settle, defend or otherwise dispose of such claim, in which case You shall, reimburse Organizer for any costs and penalties incurred thereof or such other indemnity in the amount thereof. In case of group participation, all the Participants belonging to a particular group shall be jointly and severally liable to comply with all the indemnity obligations as contained herein.

- xxii. You hereby agree and confirm that even if You are selected for the Audition, subsequent rounds of audition and/or the Program, You, shall have any right to claim any benefit/demand/consideration/monies from Organizer or Viacom18 or Producer, in addition and/or in exchange of the selection. You further agree and confirm, that in case You are selected as a participant / contestant in the Program, then You shall enter into a separate talent management agreement /any other written agreement with Organizer and You agree that You shall be bound by the terms & conditions of that agreement in addition to these Rules, terms and conditions as stated herein. In the event, You refuse to enter into the aforesaid talent management agreement /any other written agreement with Organizer, then Organizer shall at its sole discretion may reject such Participant's participation in the Program at any point of time, without any liability. In case You are selected as a participant / contestant in the Program, then You undertake that You shall make Yourself exclusively available for the entire duration of the Program, shoot of the Program including any additional days required for promotion / marketing activity and/or any other period as required by Organizer without any additional compensation for the same.
- xxiii. You hereby agree and confirm that any and all decisions of Organizer / Viacom18 and/or the Producer in connection with selection, disqualification, participation, for/in the Audition, subsequent rounds of audition, and/or the Program (if selected) is final and binding and is non-contestable. You shall neither question the process /eligibility criteria nor dispute the same in any manner.
- i. The grant of rights, representations, warranties, indemnities given by the Participant and the Participant's confidentiality obligations contained herein and any such provision that is intended to survive and/or by its very nature should survive, shall survive the expiration of the Term as contained herein.
- xxiv. In case of any dispute or difference in respect of above, decision of Organizer shall be final and binding on all parties/persons.
- xxv. - If any dispute arises between the Parties hereto during the subsistence of this Application or thereafter, in connection with the validity, interpretation, implementation or alleged breach or material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate (each a "**Dispute**") either Party to the Dispute may give ten (10) days' notice of invocation of the arbitration provisions contained herein ("**Arbitration Notice**"), to the other Party in writing.
- The arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and the Parties hereby agree to resolve their Dispute(s) by an arbitral tribunal consisting of a single arbitrator. In the event the Parties are unable to mutually agree upon a single arbitrator within 7 days from the Arbitration Notice, either Party may approach the competent Court who shall appoint such single arbitrator. The venue of the arbitration shall be Mumbai (India). The proceedings of arbitration shall be in English language.
- The costs of arbitration proceedings shall be borne equally by the Parties during the arbitral proceedings. However, the Court or the arbitral tribunal (as the case maybe) shall have the discretion to determine as part of the award or the final order terminating the arbitral proceedings as to which Party will pay the costs of.



I, AND/OR ALL THE GROUP MEMBERS OF THE GROUP (AS THE CASE MAY BE) HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION I/WE HAVE PROVIDED / SUBMITTED HEREIN IS TRUE AND CORRECT AND I/WE FURTHER AGREE THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR MY/OUR APPLICATION/PARTICIPATION AND I/WE HEREBY CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME/US, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I/WE SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY ORGANIZER, IT'S AFFILIATES, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME/US AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.