

INDIAN IDOL ONLINE AUDITIONS 2016

1. *Indian Idol* is a televised singing competition series ("**Show**") licensed by Fremantlemedia Limited ("**Production House**") to Sony Pictures Networks India Private Limited (formerly known as Multi Screen Media Private Limited) and/or its affiliates ("**SPN/ The Company**") to be telecast on Sony Entertainment Television (SD and HD) ("**Channel**").
2. For the purposes of the televised programme, SPN/ Production House shall conduct online auditions (described below) ("**Audition**") on the microsite contained on the Sony LIV website.

ELIGIBILITY FOR ENTRIES AND AUDITIONS:

3. The Participant(s) must be citizens of India and must have a valid nationality proof like passport, PAN Card, Ration Card, Aadhar Card etc. and the Participant(s) shall produce such documents at the request of SPN/ Production House. The Participant(s) may however be domiciled and/ or resident outside India (NRI/OIC/PIO). Such Participant(s) must submit any such documents which prove their Indian origin.
4. The Participant(s) should be of sound mind and health and must not be disqualified by law or have any criminal record.
5. The Participant(s) must be of or above the age of 16 years but not above the age of 30 years as on September 10, 2016 ("**Participants**") who can participate after being registered by the process mentioned hereunder ("**Entries**").
6. The registrations shall commence from September 10, 2016 and shall be open till November 30, 2016 ("**Registration Period**").
7. For registration, Participant(s) must log onto www.sonyliv.com/IndianIdol (the "**Website**") for the purpose of entering the following details of the Participant(s):
 - 7.1 Full name of Participant
 - 7.2 Age of Participant
 - 7.3 Gender of Participant
 - 7.4 Date of Birth of Participant
 - 7.5 Email ID of the Participant
8. The Participant shall then upload a video of him/her singing as per the following specifications ("**Audition Videos**"):

Video size	40 mb
Video format	(3gp , wmv , mov , mpg , mp4 , avi)

- 8.1 Audition Videos must conform to the following requirements:
- 8.1.1 The Audition Video may consist of any instrument or track playing in the background. However, the Audition Video must consist of the Participant singing clearly. No humming is allowed.
 - 8.1.2 Audition Videos must have been recorded within the past two (2) months and should not be digitally enhanced or distorted.
 - 8.1.3 Audition Videos must only contain the Participant and no other member.
 - 8.1.4 Audition Videos must NOT contain material which is sexually explicit, obscene, pornographic, violent (for example, relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (for example, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.
 - 8.1.5 Audition Videos must NOT include, mention or feature any uncleared copyrighted material, including but not limited to music, films, books, television programming, artwork, sculpture, photographs, etc., or identifying descriptions of any copyrighted material.
 - 8.1.6 Audition Videos must NOT contain derogatory references to the Production House, the Company, the Channel, etc.
 - 8.1.7 Audition Videos must NOT include any third party trademarks, logos, insignia, location signage, etc.
 - 8.1.8 Songs in the Audition Videos should be in Hindi only
 - 8.1.9 A Participant can upload only one video for Registration.
 - 8.1.10 All Audition Videos, audios, pictures and other text material uploaded by the Participant(s) on the Website should be original and should not attract any copyright issues/ claims by any other individual/ party.
 - 8.1.11 Neither SPN nor the Production House will be liable or held responsible in case of any disputes / copyright issues with respect to the Audition Videos uploaded on to the Website by the Participant(s)
 - 8.1.12 SPN may now or in the future permit the submission of the Entry(ies) submitted by Participant(s) as a part of Entry, and the hosting, sharing, and / or publishing of such Entry. The Participant(s) understands that whether or not such Entry (ies) are published, SPN does not guarantee any confidentiality with respect to any submissions.
 - 8.1.13 SPN/ Production House will be given the undisputed right to use the Audition Videos uploaded by the Participant and to cut / edit / alter the same to suit its use in promotion of the Show and / or post it on its Website or any medium in any manner now known or hereinafter invented, without the approval of the Participant. Uploading the Audition Video by SPN on any Platform will in no case be the indicator of selection of the Participant in the Competition.

- 8.1.14 SPN/Production House has the right to reject posting of the Audition Videos on to its Website in case it feels that the same is inappropriate or for any other subjective reason such as, not meeting its creative standards, not clear, video being blank, or that the video does not meet the S&P standards as per the Programming Code in the MIB Advisory.
- 8.1.15 Once uploaded and published, Participant(s) are not allowed to request for removal, editing or altering the Entry in any manner whatsoever.
- 8.1.16 All Audition Videos shall be internally evaluated and selected by SPN's creative team/ Production House. SPN is not liable to disclose its scoring / selection process and will not entertain any questions with respect to the same.
- 8.1.17 SPN/ Production House will not be responsible for the Audition Videos that have been lost due to traffic, service breakdown at the end of the internet service provider, or the closure of the registration lines while the registration is in progress.
- 8.1.18 By submitting the Audition Videos, the Participant hereby grants to SPN, in perpetuity, an exclusive, irrevocable, royalty-free, sublicenseable and freely transferable right to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Audition Videos for any purpose whatsoever, throughout the universe, including, without limitation, in connection with (i) the Show, including, without limitation, advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights, and redistributing part or all of the Show (and derivative works thereof), and (ii) the business of Organizers network of Internet websites, wireless applications, interactive television, video on demand and any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which the Organizers may distribute content to end users, whether now existing or hereafter developed (together, the "**Platforms**"), in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit or other obligation to the Registrants.
- 8.1.19 Any attempt to deliberately damage or undermine the legitimate operation of this online registration portal may be a violation of criminal and civil laws and should such an attempt be made, SPN reserves the right to seek damages to the fullest extent of the law.
- 8.1.20 The Participant acknowledges and agrees that SPN, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: incomplete, lost, late, misdirected, or illegible submissions or for failure to receive submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with SPN or otherwise, that may limit a Participant's ability to participate in the online registration.

9. An email will be sent out to all the Participant(s) who have successfully registered and uploaded the Audition Video(s) on the Website and in the manner as specified and also to those Participant(s) whose Audition Videos are rejected due to any of the abovementioned reasons.
10. SPN/ Production House shall in their sole discretion, select the Participants for the ground auditions, after carrying out relevant check of the Entries by the Participant (s).
11. SPN/ Production House shall be under no obligation to select all or any of the Participant (s) from the Entry(s) and shall have the absolute and sole discretion to select such Participant (s) as it deems fit for the purpose of the Show. By agreeing to the present Terms and Conditions, Participant (s) waive their right to object to the selection process of SPN/ Production House or file a claim against SPN/ Production House.
12. The short listed Participant(s) shall be notified through an email by SPN of the dates and venue of further on-ground audition rounds. The email shall also contain a Jump-the-queue pass as gratification, which can be availed by the short listed Participant(s) for entering the on-ground audition through a separate queue.
13. SPN/Production House shall be entitled to verify the Entry(s) or seek for such proof from the Participant(s) as shall be necessary in respect of the entries at any time as the SPN/Production House shall deem necessary.
14. SPN shall not be liable for any transportation cost incurred by the shortlisted candidates (including NRI/OIC/POI candidates, if any) to reach the venue for on-ground auditions.
15. SPN/Production House has the right at any time to require proof of identity and/or eligibility. Any failure to provide such proof within a reasonable time could result in disqualification from the Auditions. All personal details and information requested by and supplied to SPN/ Production House by Participant(s) must be truthful, accurate and in no way misleading. SPN/Production House reserves the right to disqualify any Participant(s) from the Auditions in its sole discretion, should the Participant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.
16. SPN has the right to share the contact details of the shortlisted candidates to the sponsors and partners of the Show for the sole purpose of promotion of the Show.
17. Any queries with regard to the Program can be sent to www.setindia.com

GENERAL TERMS AND CONDITIONS:

1. Employees, agents and promoters of SPN and any of their divisions, affiliates and subsidiaries, and others associated with the Contest in any manner, are not eligible to participate in the Contest.
2. For the Show, each Participant(s) must submit their complete Entry during the Registration Period in order to qualify as an entrant in the Show.

3. Participant(s) should ensure the accuracy of the information provided by them at the time of entering the Auditions.
4. SPN shall make a maximum of 2 (two) attempts, each attempt being within 1 (one) hour of each other, to contact the Participant(s) *via* the email ID provided by the Participant(s) at the time of registration. SPN shall not be held liable despite SPN's best efforts, in the event the provided email id is unreachable due to the following reasons including but not limited to: 1) Email ID provided by the Participant(s) is incorrect. 2) Email ID belongs to a person other than the Participant(s) 3) Any other reason the Participant(s) cannot be contacted.
5. After the Participant is shortlisted for the on-ground auditions, he/she may be required to sign certain documents provided by SPN, as the case may be, which shall release SPN of all liability. Failure to complete and sign any documents requested by SPN may result in disqualification of the Participant. All decisions of SPN are final in this regard.
6. Mere participation/submitting Entries in the Auditions does not entitle the Participant(s) to get shortlisted.
7. SPN may refuse to shortlist a Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Auditions under these Terms and Conditions.
8. The jump-the-queue pass and selection of Participant(s) is not transferable, assignable or exchangeable for cash equivalent. Only the shortlisted Participant and no other person or agent, is eligible to enter the on-ground auditions.
9. In case the Participant is found to be in violation of any and all rules of the terms and conditions mentioned herein, SPN reserves the right to initiate legal proceedings against such person(s) including but not limited to having the concerned Participant disqualified.
10. SPN has the right to amend (add, delete or modify) the Terms and Condition governing the Show, prospectively or retrospectively, at its discretion and without prior notice. By participating in the Auditions, Participant(s) agrees to such amended terms.
11. SPN reserves the right to disqualify any Participant(s) if it has reasonable grounds to believe that the Participant(s) has breached any of these terms and conditions.
12. SPN is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in these terms and conditions is provided "as is" without warranty of any kind. SPN makes no representations and disclaims all express, implied, and statutory warranties of any kind to the Participant(s) and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability or fitness for any particular purpose.
13. Under no circumstance, unless due to wilful misconduct or gross negligence, shall SPN and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant(s) and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant(s) specifically agrees not to file in person/ and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against SPN their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Contest.
14. SPN does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the Participant(s) or furnish any reason or explanation for inclusion and, or, exclusion of any particular submission of the Entry of a Participant(s) at any stage of the Auditions.

15. Non-conformance to the terms and conditions by any Participant(s) will result in immediate disqualification of the Participant(s) from participation in the Show.
16. SPN reserves the right to withdraw or discontinue and/or terminate the Auditions at any stage without prior notice and without any liability whatsoever to the Participant(s).
17. Your participation in the Auditions will be deemed as an acceptance of the above stated terms and conditions and Terms of Use of the Website.
18. SPN shall not be responsible for 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.
19. The Contest shall be governed by and construed in accordance with the applicable laws in India. All matters with respect to the Contest are subject to the jurisdiction of the Courts at Mumbai only.