

TERMS AND CONDITIONS FOR SUBMISSION OF APPLICATION / REGISTRATION TO PARTICIPATE IN AUDITION FOR SELECTION OF PARTICIPANTS IN “CHHOTE MIYAN” (“Auditions”).

1. Program and Audition:

Viacom18 Media Private Limited (hereinafter referred to as "Organizer(s)" / "Viacom18") shall be producing and broadcasting in India and abroad, the television entertainment program tentatively titled as “Chhote Miyan” (“Program”/“Programme”/ “Show”). 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” (“Channel”).

2. The purpose of this Program is to conduct a stand up comedy competition for identifying the best stand up comedian / performer amongst the age group as stated hereinafter, in a unique manner based on the concept as developed by Viacom18. Viacom18 and/or the Producer is conducting the auditions for selection of participants for participation in the Program (“**Audition(s)**”). This Audition is open for all Indian citizens residing in India/ person of Indian origin (PIO), non resident Indian (NRI), who are minor individuals between the age group of 4 (four) years to 14 (fourteen) years (“**Minor Participant**”/ “**Participant**” or “**Applicant**”) and the participation shall be governed by the terms and conditions as detailed hereinafter. For the purpose of participation in this Audition, all the details as required to be filled in as displayed on the Website must be duly filled in by the Participant’s parent or legal guardian on the Participant’s behalf. The parent or legal guardian of the Minor Participant participating in this Audition (‘**Parent**’/ “**Legal Guardian**’) agrees that all the representations, warranties, undertakings as given and as applicable to the Minor Participant shall be deemed to be applicable on such Minor Participant’s Parent/Legal Guardian and accordingly the Parent / Legal Guardian shall be bound by all the terms and conditions as stated herein including without limitation any and all representations, warranties, undertakings, terms as laid down herein and/or communicated by Viacom18 in relation to the Audition and the Program.

3 Eligibility Criteria:

The minimum age required for participation in this Audition and the Program (if selected thereafter) shall be between 4 (four) years and 14 (fourteen) years (“Age criteria”), at the time of uploading the Audition Video on the Website and/or at the time of sending Audition Video through email as stated above. Any individual who is a citizen of India and residing in India / person of Indian origin (PIO), non resident Indian (NRI), fulfilling the Age criteria as stated above, is eligible to participate in the Audition.

4. Participation mechanism and other terms of participation:

For the purpose of participation, the Legal Guardian shall be required to visit the website www.colorstv.com/chhotemiyan ("Website") and upload the Audition Video (as defined below) OR by send an email including the Participant's name, Parent/ Legal Guardian's name and contact details alongwith the Audition Video to chhotemiyan.colors@gmail.com;

the Parent /Legal Guardian agrees to enter and provide all the necessary details including, inter alia, a) Name of the Participant, b) Name of the Parent / Legal Guardian c) Age of the Participant, d) Address, e) Nationality, f) email id of the Parent / Legal Guardian, g) Contact numbers (mobile /landline), etc. and upload the Audition Video and other details as required in the **online form as displayed** on the Website and shall upload the Audition Video (as defined hereinafter) on the Website.

Upon submitting the Audition Video and recent photograph of the Participant on the Website in accordance with the requirements and criteria as laid down for the Auditions herein, the Parent/Legal Guardian hereby agrees to have read and understood all the terms and conditions for participation of the Participants in the Auditions and agree to abide by the same.

the participation of the Participant in the Audition shall only be considered upon submission of all the details as required and displayed on the Website and upon submission of the Audition Video.

Further that, the Parent/Legal Guardian on behalf of the Participant hereby represents and undertakes that all personal details and/or information submitted on the Website or through email are true, accurate, complete and in no way misleading or incorrect. Additionally, the Parent/Legal Guardian on behalf of the Participant may be subsequently required to, also sign and submit all such necessary documents/ release letters / declaration letters/ no objection letters/certificates/ agreements, etc., as required by Viacom18 and/or the Producer and/or its authorized representatives from time to time, in relation to the Audition and/or for participating in the Program (if selected) and/or otherwise, either with Viacom18 directly or any other party, as Viacom18 may require at anytime.

If the Participant is selected for the subsequent round of audition/ venue audition, the Legal Guardian shall accompany the Participant for all such auditions and (if applicable and selected) for all the subsequent shoots, rehearsals, etc in relation to the subsequent rounds of audition and the Program at all times;

Viacom18 shall have the authority and right to disqualify the Participant, at any point of time, if it comes to Viacom 18's knowledge that the Participant has participated without the due consent, knowledge and awareness of the Legal Guardian and/or the Participant is in breach of any terms and conditions and/or undertakings herein;

The Legal Guardian of the Participant in this Audition hereby represents and confirms that such Legal Guardian completely understands the nature of the Program and that he /she has voluntarily chosen at his /her free-will to permit his / her minor child to participate in the Audition and further participate in the Program (if selected) and such Legal Guardian is willing to bear all risks, costs & consequences arising from participation of his / her Minor Participant in the Audition and/or the Program. All the representation and warranties, obligations, terms and conditions as laid down herein and applicable to the Minor Participant shall be deemed to be applicable on the Parent / Legal Guardian and the Parent / Legal Guardian hereby agrees to comply and abide by the same at all times without any demur or protest;

The Parent / Legal Guardian hereby agrees and acknowledges that it shall be such Parent's / Legal Guardian's complete responsibility to ensure that the Minor Participant's school/college/university/institute's attendance and education is not affected due to his / her Minor Participant's participation in the Audition/ subsequent auditions and/or the Program (if selected).

5. Audition Period:

The 'Audition Period' shall commence from 16th December, 2016 at 21:00 "Opening hours" and shall conclude on 7th January, 2016 at 23:59 hours "Closing hours". The Audition Period may be extended and/or modified at the sole discretion of Viacom18 and the same shall be updated on the Website. It shall be the responsibility of the Parent / Legal Guardian / Participants to visit the Website and keep themselves updated with respect to any change/modification in the terms made on the Website and any such modification shall apply to all the Participants and Parent / Legal Guardian of the Participants who shall be bound by the amended / modified terms and conditions.

6. Requirements of the Audition Video:

i) The Audition Video should contain an audio visual of the Participant performing stand up comedy act/ any skit /gag, etc based on any non objectionable theme .

ii) Duration of the Audition Video: the Parent / Legal Guardian shall ensure that the Participant's Audition Video shall be of a duration of maximum 5 min minutes and any Audition Video exceeding the aforesaid criteria shall be rejected.

iii) Size of the Audition Video:

The maximum permitted size of the Audition Video can be 10 MB.

iv) Technical Specifications:

The Audition Video file can be uploaded in the following formats: Mov, Mp4, avi_.

v) Number of times the Audition Video can be uploaded on the Website:

The Audition Video may be uploaded on the Website, multiple number of times before the Closing hours of the Audition Period.

vi) Viacom18 at its sole discretion may either select the Audition Video as submitted on the Website or sent through an email by the Parent / Legal Guardian of the Participant as an entry for the purpose of Audition and subsequent selection.

The Parent / Legal Guardian shall ensure that the Audition Video shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence and/or against the public policy of India and/or in violation of any of the applicable laws.

7. Documentation and Proofs:

The Parent / Legal Guardian shall submit, at Viacom18's request valid (i) government issued identity proof (viz. Driving license; Permanent Account Number ('PAN'); Aadhar Card; Voters identity card, valid Passport and VISA copies, etc. if applicable), including valid proofs of his /her minor child Participant's age, nationality / citizenship (i.e. birth certificate and/or valid passport/PAN Card / Aadhar Card, etc.); (ii) in case of non resident Indians additional documents such as work permit, Overseas Citizen of India card, Foreigner Regional Registrations Offices' permission and registration form, etc. any such other documents for participation in the Audition and the Programme, as per the applicable laws of India and (iii) residence proof, (iv) any other document as may be required for participation in the Audition and/or the Program, in consonance with the laws of India and/or any other documents as may be required by Viacom18/Producer from time to time. Further all the documents along

with other documents (as required) substantiating the relationship between the Minor Participant and his/her Parent/ Legal Guardian, who shall be signing the application form subsequently on behalf of the Minor Participant shall also be provided, to the satisfaction of the Producer / Viacom18. The Parent / Legal Guardian hereby represents and undertakes that all personal details and/or information given / provided in the online form /as submitted on the Website or through email are true, accurate, complete and in no way misleading or incorrect. Further that, Viacom18 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 and his /her Parent / Legal Guardian fail to comply with any of the terms and conditions stated herein. Additionally, the Participant and the Parent / Legal Guardian shall also sign and submit all such necessary documents/ release letters/ declaration letters/ no objection letters/certificates/ agreements etc., as required by Viacom18 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 Viacom18 directly or any other party, as Viacom18 may require at anytime and the aforesaid additional documents and these terms and conditions shall be read in consonance with each other.

By submitting the information on the Website or through email, through documents and /or otherwise, the Parent / Legal Guardian hereby waives all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations with respect to the use of the information furnished /submitted in any manner. Viacom18 / Producer may use the information for sending out commercial information and/or for other commercial, publicity or promotional purposes and the Parent / Legal Guardian shall not raise any objection against the same.

8. Term:

These terms and conditions, all 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 Viacom18 and hence, the Rules shall continue to apply to the Participants and the Parent / Legal Guardian of the Participants.

9. Content/Recording:

The Parent /Legal Guardian of his /her Minor Participant participating in the Audition and /or subsequent rounds of audition / Program hereby expressly acknowledges, confirms and agrees that:

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 Parent / Legal Guardian of the Participants on the Website and /or shared through email 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) the Parent /Legal Guardian expressly agrees to his /her Minor Participant's 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**"). The Parent /Legal Guardian hereby grants 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 Participant's /Parent /Legal Guardian's name, photographs, likeness, voice, audio –visual / videos, photographs, Audition Videos, Content, Recording, etc. provided/submitted to Viacom18 and/or recorded by Viacom18 / Producer during the Audition/ subsequent auditions /Program through any and 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. The Parent / Legal Guardian hereby agrees that on submission/creation of the Content /Recording, all intellectual property rights including copyrights in the Content/Recording shall vest with Viacom18 and shall be available to Viacom18 for unrestricted exploitation throughout the world in perpetuity. The Parent / Legal Guardian hereby agrees 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 and 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.

ii) The Parent / Legal Guardian does not and shall not have any right to receive or claim any remuneration / compensation, royalty, fees and/or any other amounts of any nature and at anytime whatsoever, towards the usage / exploitation of the Content /Recording by Viacom18 and /or any party authorized by Viacom18 and further the Parent / Legal Guardian hereby irrevocably grants and assigns 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.

10. 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 on the Website through email on the first come first basis till closure of the Audition Closing hours. The Parent / Legal Guardian acknowledges, agrees and undertakes 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 Viacom18 (the "**Rules**"), for and on behalf of his /her Participant's participation in Auditions / Program (if selected). The Parent / Legal Guardian agrees and acknowledges that the Rules, may be changed at any time by Viacom18 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 any and all such altered / changed /new Rules/new terms and conditions shall be applicable on the Participant and his /her Parent / Legal guardian. The Parent / Legal Guardian shall be

responsible to make himself / herself aware about the altered / modified Rules / term and conditions and shall continue to be bound by the same and Viacom18's decisions shall be final in matters concerning the same. Apart from this Audition, Viacom18/Producer may at its discretion provide a chance for entry to the Audition for unregistered people also including but not limited to a foreign nationals provided all the terms and conditions are duly complied with. The Parent / Legal Guardian will not raise any claim or dispute due to such change and nor shall Viacom18 be liable to bring the same to the Parent / Legal Guardian/any party 's notice or attention. The Parent / Legal Guardian agrees to maintain the decorum of the Audition venue, such Parent / Legal Guardian's Minor Participant is selected and called for venue Auditions and shall also fill the requisite audition form/application form as required by the Producer or Viacom18, for and on behalf of his /her Minor Participant, and the terms and conditions contained herein and such additional audition form / application form shall govern the Participant's participation in the subsequent rounds of audition and the Program (if selected).

Further the instructions of the Producer shall be adhered to strictly. Any Applicant/Participant and his /her Parent / Legal Guardian who acts in contravention to the instructions of Viacom18/Producer or is found creating nuisance either to Viacom18/Producer or the other Participants shall immediately be disqualified from participating in the subsequent audition / venue audition. Only the final shortlisted Participants will be contacted directly by Viacom18's representatives for every subsequent round of audition and selection in the Program and Viacom18/Producer shall not entertain any correspondence by any Participant, Participant's Parent / Legal Guardian, any person /party in this matter at anytime. The Parent / Legal Guardian shall comply with all the applicable laws of India and /or any other applicable laws, rules and regulations in relation to his /her Minor Participant's act/participation/performance in the Audition and/or the Program and shall solely be responsible for the same at all times.

11. Other Terms:

i) The Parent / Legal Guardian of the Minor Participant hereby confirms that his / her Minor Participant is medically and physically fit and that his /her Minor Participant does not have any medical/physical/emotional condition (including, inter alia, any heart ailment, blood pressure, and/or any other disease/ ailment, psychological, anxiety, hypertension, depression and/or any other medical problems of any kind whatsoever, etc.) which can jeopardize such Minor Participant's eligibility for participation in the Audition, subsequent rounds of audition and/or Program (if selected). If at any point in time, it comes to Viacom18's knowledge that the Minor Participant has become medically / mentally/ physical unfit to continue with his /her participation in the Audition/subsequent round of audition /Program, then Viacom18/Producer reserves all rights to disqualify / eliminate such Minor Participant from the next round of audition / Program (if selected) and/or at any point in time, without any liability. 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. Viacom18 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 the Parent / Legal Guardian 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 the Website and/or due to any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Audition, Viacom18 reserves the right, at its sole discretion, to disqualify any Participant, the Parent / Legal Guardian of such 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,

Viacom18 reserves the right to take legal action against such Participant/ Parent / Legal Guardian / 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 Viacom18 shall be entitled to such remedies in law as applicable.

iii) Viacom18 shall not be held responsible in case of a server shut-down or loss of Participant's Audition Video / data.

iv) The Parent / Legal Guardian agrees that he /she 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 Parent / Legal Guardian at his/her sole responsibility.

v) Viacom18 shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the Audition Video / other details of the Participant. Viacom18 shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Audition Video/content. Further, Viacom18 shall not be responsible and/or liable in any manner whatsoever in case the Parent / Legal Guardian of the Participants are unable to register their Participant's entry and participate in the Audition due to failure on part of the internet service provider, facility provider, etc. Shortlisted entries only, as selected by Viacom18 at its discretion, shall only be intimated as per the contact details provided on the Website / email. Viacom18 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) The Parent / Legal Guardian hereby represents on behalf of his /her Minor Participant that:

a) the Minor Participant is 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 Viacom18 (as may be required) as the case may be and/or to participate in the Audition or the Program (if selected);

b) Upon submission of the Audition Video in the manner as stated in clause 2, the Parent / Legal Guardian shall not cause his /her Minor Participant to participate in any other audition (conducted in any form) for the Term as stated herein.

vii) The Parent / Legal Guardian shall ensure that the Minor Participant's 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 and/or against the public policy of India and/or in violation of any of the applicable laws. The Parent / Legal Guardian shall ensure that the act to be performed in the Audition Video /subsequent rounds of audition/ Program (if selected) shall be done in a manner that suits the child artists belonging to the age group of 4 years to 14 years.

viii) Viacom18/ Producer reserves the right to disqualify such Participant immediately from the Program if it is identified that any untruthful, inaccurate or misleading details and/or information, of any nature, has been provided by the Participant or his /her Parent / Legal Guardian and further if the Participant and/or his /her Parent / Legal Guardian has failed to abide by the Rules / terms and conditions and/or are in breach of the terms hereof.

ix) The Parent / Legal Guardian agrees and shall ensure that his /her Minor Participant 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 Viacom18, if the Minor Participant is selected as a participant in the Program. In the event of breach of any undertakings herein, Viacom18 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 the Audition Video of the Participant is selected by Viacom18 and such Participant through his /her Parent / Legal Guardian is contacted to attend the subsequent round of audition(s), all costs towards the selected Participant and his /her Parent /Legal Guardian's 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 the Parent / Legal Guardian of such selected Participant for the Participant and Parent /Legal Guardian himself /herself and no monies will be reimbursed nor can any monies be claimed by the Parent / Legal Guardian from Viacom18 or the Producer at anytime.

xi) The Parent / Legal Guardian and his /her Minor Participant shall not, without Viacom18'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, participation/appearance of the Participant, the production team and/or any other participants in the Program or any other information which may come to the Parent / Legal Guardian' knowledge (including without limitation in relation to Viacom18, Producer or any of its employees, consultants or vendors), etc, and the Parent / Legal Guardian shall maintain strict confidentiality in this matter at all times and in event of failure to comply with the confidentiality obligations, Viacom18 may/shall, at its option take legal action against the Parent / Legal Guardian / Participant, as it may deem fit.

xii) The Parent / Legal Guardian hereby represents and warrants that his /her Minor Participant has 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 the Minor Participant of the Parent / Legal Guardian currently, of whatsoever nature, and that the Minor Participant has no other disability which would prevent the Minor Participant's participation in the Audition / subsequent rounds of audition or the Program (if selected).

xiii) The Parent / Legal Guardian agrees and acknowledges that 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 the Minor Participant or the Parent / Legal Guardian or, 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) The Parent / Legal Guardian hereby agrees and undertakes 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 Viacom18 to such selected Participant(s), as decided by Viacom18 as per its sole discretion), the Parent / Legal Guardian will sign the talent management agreement for and on behalf of his / her Minor Participant, along with the participant agreement with Viacom18 upon terms to be

detailed under the said agreement and in the event the Parent / Legal Guardian fails/refuses to sign the said agreements, then Viacom18 shall have the right to reject such Parent / Legal Guardian's Minor Participant from participation in the subsequent rounds of audition and/or from the Program (as the case may be). In event the Participant is selected as a participant / contestant in the Program, then the Parent / Legal Guardian represents and undertakes on behalf of the Participant that he /she shall ensure to make the Participant 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 Viacom18 without any additional compensation for the same.

xv) The Parent / Legal Guardian shall ensure that his /her Minor Participant's 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, the Minor Participant shall be disqualified from the Audition, subsequent rounds of audition and/or the Program immediately, without any prior notice of the same to the Participant / Parent / Legal Guardian. The Parent / Legal Guardian shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify Viacom18, its affiliates/group companies/employees, the Producer, agents, representatives, etc., from and against any and all losses, claims, disputes, disruption, demands, actions, liabilities, damages that may arise due to any acts / omission to act, any act including any unlawful acts, misconduct, performance, harm caused to any person / party during the Audition, subsequent rounds of audition and/or in the Program on part of the Participant and/or his /her Parent / Legal Guardian and/or arising due to misrepresentation, providing any misleading information, or concealment of material facts provided by the Participant/Parent / Legal Guardian and/or due to any failure to comply with the Rules and /or due to breach by the Participant and /or the Parent / Legal Guardian of any of the representations, warranties, undertakings, obligations and/or breach of applicable laws. In the event of any claim, the Parent / Legal Guardian will promptly adjust, settle, defend or otherwise dispose of such claim at his /her sole costs and consequences. If the Parent /Legal Guardian is not diligently and continuously pursuing this matter, Viacom18 may take such action on behalf of itself and/ or as attorney on behalf of such Parent / Legal Guardian, to adjust, settle, defend or otherwise dispose of such claim, in which case such Parent / Legal Guardian shall, reimburse Viacom18 for any costs and penalties incurred thereof or such other indemnity in the amount thereof. The Parent / Legal Guardian specifically agrees 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 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 the Parent / Legal Guardian are found to be causing any disturbance or disruption before, during or after the Audition/ subsequent rounds of audition then Viacom18/Producer shall have the right to immediately remove, disqualify or ask the Parent / Legal Guardian alongwith his /her Minor Participant to leave the location (in case of venue audition), failing which Viacom18 or Producer's representative shall forcefully remove such Parent / Legal Guardian from the location (in case of venue audition). Any claim/damage for the same will neither be entertained nor compensated by Viacom18/ Producer.

xvi) Viacom18 shall not be liable for any loss of earnings, loss of opportunity, employment and/or otherwise caused to the Parent / Legal Guardian / Participant or any other person, even if such loss arises as a result of the Participant's participation and Parent / Legal Guardian accompanying his /her Minor Participant in the Audition / subsequent rounds of audition or the Program (if selected); and/or otherwise.

xvii) The Parent / Legal Guardian hereby agrees and undertakes that he /she 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 selection or participation of his /her Minor Participant in the Audition/ subsequent rounds of audition and/or the Program. It is hereby reiterated that Viacom18 does not charge any money/participation fee for the Audition/ subsequent rounds of audition/ participation in the Program hence, the Parent / Legal Guardian is requested not to entertain any calls or agents in this regard.

xviii) Employees and/or their relatives of Viacom18/Producer/ consultants of Viacom18/Producer, and/or persons hired on contract by the Producer or Viacom18, 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 and his /her Parent / Legal Guardian to receive promotional messages about the shows and programs of Viacom18/Producer and messages relating to the Program from Viacom18/Producer or any third party so authorized by Viacom18/Producer.

xx) Apart from the prospective entitlement to be part of the talent hunt “Chhote Miyan” subject to selection and written intimation by Viacom18 to such selected Participant(s) (as decided by Viacom18 as per its sole discretion), the Participant /selected Participant and/or his Parent / Legal Guardian /his/her legal heirs will have no other rights or claims against 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 Viacom18/Producer.

The Parent / Legal Guardian understands and agrees that, getting shortlisted in the Audition is only a preliminary step towards participation of the Minor Participant in the Program and it shall be the absolute and sole discretion of Viacom18 to allow participation based on creative requirements and the Parent / Legal Guardian acknowledges this right of Viacom18 without any dispute or claim.

xxi) The Parent / Legal Guardian hereby understands and agrees that mere announcement/declaration/ communication of being called for subsequent round of audition, (in any form / manner / or through any medium) will not entitle the Minor Participant to be selected for the Program and shall in no way be deemed to be the Minor Participant’s final selection as a contestant of the Program or entitle him/her to any benefit/demand of any nature whatsoever. Further, Viacom18 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 Viacom18’s decision in this regard is final and absolute. The selection criteria indicated herein is indicative and Viacom18 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 by the Participant and his /her Parent / Legal Guardian, to the satisfaction of Viacom18, shall the participation of the Participant in the Audition and/or the Program be considered. Even after final selection in the Program, Viacom18 shall have the absolute right to replace any of the Participants as per Viacom18’s sole discretion and creative requirement. The Parent / Legal Guardian expressly agrees that the selection of the Participants 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 Viacom18 and no correspondence / communication by the Participant / Parent / Legal Guardian/ any third party shall be entertained by Viacom18 / Producer in any manner and at anytime whatsoever.

xxii) The Parent / Legal Guardian hereby agrees and confirms that even if the Minor Participant is selected for the Audition, subsequent rounds of audition and/or the Program, neither the Participant nor his /her Parent/Legal Guardian, etc., shall have any right to claim any benefit/demand/consideration/monies from Viacom18 or Producer, in addition and/or in exchange of the selection.

xxiii) Any and all decisions of 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. The Parent / Legal Guardian / Participant shall neither question the process /eligibility criteria nor dispute the same in any manner.

xxiv) The grant of rights, representations, warranties, indemnities given by the Participant and the Parent / Legal Guardian, the confidentiality obligations as 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.

xxv) In case of any dispute or difference in respect of above, decision of Viacom18 shall be final and binding on all parties/persons.

xxvi) 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 actual breach of any provision of these terms and conditions or regarding any question/matter (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 proceeding 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 may be) 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.

I, THE PARENT/LEGAL GUARDIAN OF MY MINOR CHILD PARTICIPANT HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION AS PROVIDED / SUBMITTED BY ME HEREIN IS TRUE AND CORRECT AND I FURTHER AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR THE APPLICATION/PARTICIPATION OF MINOR PARTICIPANT AND I HEREBY CONFIRM TO COMPLY WITH THE SAME. I AS THE PARENT / LEGAL GUARDIAN HAVE EXPRESSLY GIVEN PERMISSION TO MY MINOR CHILD PARTICIPANT TO PARTICIPATE IN THE AUDITION AND FURTHER IN THE PROGRAM IF SELECTED AND I HEREBY AGREE THAT I SHALL BE RESPONSIBLE FOR ALL THE ACTS OF MY MINOR CHILD PARTICIPANT'S ACTS IN THE AUDITION AND THE PROGRAM (IF SELECTED). ALL INFORMATION GIVEN BY ME, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY AND KEEP INDEMNIFIED VIACOM18, IT'S AFFILIATES, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY AND ALL LOSSES/LIABILITIES /DAMAGES/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE

INFORMATION PROVIDED BY ME AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS AS SET OUT HEREINABOVE.
