

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

1. Program and Audition:

Viacom18 Media Private Limited (hereinafter referred to as "Organizer(s)" / "Viacom18") has acquired the license to produce and broadcast in India and abroad, the television entertainment program tentatively titled as **“India Banega Manch” (“Program”/“Programme”/ “Show”)** which is based on the original format of “Win the Crowd” (‘Original Program’). Viacom18 has obtained the license to produce a new local version/s based on the format of the said Original Program, from its licensor ‘Dori Media International GmbH’ (which has the necessary rights in the Original Program). This Original Program is based on the concept that requires people to showcase their talent by performing on the streets and attract the general public and the person/group that is able to attract majority of people/audience, wins (‘Format’), as per the process /criteria determined by Viacom18. This Program ‘India Banega Manch’ 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”)**.

The purpose of this Program is to conduct a talent hunt competition where various people showcase their talents either individually or in groups in a unique and innovative manner basis the Format and as further may be developed by Viacom18. The Producer is conducting the auditions for selection of participants for participation in the Program (**“Audition(s)”**) and is open for all Indian citizens residing in India and who are 3 (three) years and above 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.

The Terms and Conditions of and in relation to the Auditions as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This is a legal and binding agreement between the Participant and Viacom18 that states the terms that govern the Participant’s participation in the Auditions through the Website and /or Colors App. By clicking on the ‘I agree’ icon, the Participant hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the Terms and Conditions herein.

You can participate in the Audition by visiting the website “ www.colorstsv.com/indiabanegamanch” (‘Website’) or by downloading the Colors TV Application (‘Colors App’) on Your mobile device (for applicable android and ios devices) ;

You shall be required to enter Your name, contact details and other details as required in the online form as displayed on the Website / Colors App and upload Your Video (as defined hereinafter) on the Website or through the Colors App.

Upon submitting the Video on the Website / Colors App in accordance with the requirements and criteria as laid down for the Auditions herein, You hereby agree to have read and understood all the terms and conditions for participation in the Auditions and agree to abide by the same.

2. Participation mechanism:

i) The Participant shall be required to log on to the Website or the Colors App and shall be required to enter all the details/fields that are marked as “mandatory fields” including, inter alia, a) Name, b) Age, c) Address, d) Nationality, e) email id, f) Contact number (mobile /landline), g) ‘About You’ section /‘Why would You want to be on TV’, etc and such other details as required by Viacom18. The Participant may upload the Video on the Website or the Colors App . In case of group participation, only one of 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) Your participation in the Audition shall only be considered upon Your submission of all the details as required and displayed on the Website / Colors App (and upon submission of the Video which is optional).

iii) **In case of Minor (as defined below) all the terms and conditions stated herein shall deem to apply on the Parent/Legal Guardian (as defined hereinafter) of the Minor** and the Parent /Legal Guardian shall be bound by all the terms and conditions on behalf of the Minor.

3 Eligibility Criteria:

The minimum age required for participation in this Audition and the Program (if selected thereafter) shall be 3 (three) years and above, at the time of filling the form and uploading the Video on the Website / Colors App at Your option.

a) If You are under 18 years of age (“**Minor**”) then the following additional requirements shall be applicable:

(i) all the details as required to be filled in as displayed on the Website /Colors App must be duly filled in by Your parent or legal guardian on Your behalf. The parent or legal guardian of the Minor participating in this Audition (**‘Parent’/ “Legal Guardian’**) shall be bound by all the terms and conditions as stated herein including without limitation any and all terms as may be laid down / communicated by Viacom18 in relation to the Audition and the Program. Further that, the Parent/Legal Guardian on behalf of the Minor hereby represents and undertakes that all personal details and/or information submitted on the Website /Colors App are true, accurate, complete and in no way misleading or incorrect. 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. Additionally, the Parent/Legal Guardian on behalf of the Minor 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.

(ii) If You are selected for the subsequent round of audition/ venue audition, You must be accompanied by Your Parent or Legal Guardian during such audition and (if applicable) subsequent shoots, rehearsals, etc in relation to the audition and the Program at all times;

(iii) Viacom18 shall have the authority and right to disqualify You, at any point of time, if it comes to Viacom 18's knowledge that You, being a Minor have participated without the due consent, knowledge and awareness of Your Parent or Legal Guardian and/or You are in breach of any terms and conditions and/or undertakings herein;

(iv) The Parent / Legal Guardian of the Minor Participant in this Audition hereby also represents and confirms that such Parent /Legal Guardian completely understands the nature of the Program, the Format/ concept of the Program, and the risks that might be involved while participating in the Audition, subsequent rounds of audition, Program and that the Parent /Legal Guardian has voluntarily chosen at his /her free-will to permit his / her minor child to participate in the Audition, subsequent rounds of Audition, and further participate in the Program (if selected) and Parent / 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;;

(v) 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's school/college/university/institute's attendance and education is not affected due to his / her Minor child's participation in the Audition/ subsequent auditions and/or the Program (if selected).

b) For Participants of 18 years of age and above: You hereby represent and confirm that you are above 18 (eighteen) years of age as on the date of submitting Your Video on the Website / Colors App and You completely understand the nature of the Program, Format / concept of the Program, and the risks that might be involved while participating in the Audition, subsequent rounds of audition, Program and that You have voluntarily chosen at your free-will to participate in the Audition and are willing to bear all risk, costs & consequences arising from such participation in the Audition, subsequent auditions and/or the Program.

c) in case of group participation all the terms and conditions as mentioned herein are required to be followed by each member of the group and in event there is any Minor in such group then his /her Parent / Legal Guardian shall comply and abide by all the terms and conditions as stated herein.

4. Audition Period:

The 'Audition Period' shall commence from 18th February, 2017 at 00:00 "Opening hours" and shall conclude on 30th April, 2017 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/Colors App. It shall be the responsibility of the Participants to visit the Website / Colors App and keep themselves updated with respect to any change/modification in the terms made on the Website/Colors App and any such modification shall apply to all the Participants and the Participants shall be bound by the amended / modified terms and conditions.

5. Requirements of the Video:

- i) The Video should contain his /her act/ performance and recorded by the Participant.
- ii) Duration of the Video: the Participant shall ensure that the maximum duration of the Video shall be 2-3 minutes and any Video exceeding the aforesaid criteria shall be rejected.
- iii) Size of the Video:
The maximum permitted size of the Video can be 10mb.
- iv) Technical Specifications:
The Video file can be uploaded by the Participant in the following formats: Avi, mpeg, mov or any other general video formats.
- v) The Participant may upload his/her Video on the Website and/or Colors App, multiple number of times before the Closing hours of the Audition Period.
- vi) Viacom18 at its sole discretion may either select the Video as submitted on the Website or the Video as submitted on Colors App by the same Participant as an entry for the purpose of Audition and subsequent selection.

6. Documentation and Proofs:

i) You confirm that You are a citizen of India and You shall submit, at Viacom18's request valid (i) government issued identity proof (viz. Driving license; Permanent Account Number ('PAN'); Aadhar Card; Voters identity card etc.), including valid proofs of age, nationality / citizenship (i.e. birth certificate and/or valid passport/PAN Card / Aadhar Card, etc.); (ii) residence proof; (iii) any other document as may be required for participation in 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 in case of Minor, all the documents along with valid identity, age documents and other documents (as required) substantiating the relationship between such Minor and his/her Parent/ Legal Guardian, who shall be signing the application form subsequently on behalf of the Minor shall also be provided, to the satisfaction of the Producer / Viacom18. You hereby represent and undertake that all personal details and/or information given by You in the online form /as submitted on the Website / Colors App 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 fails to comply with any of the terms and conditions stated herein. Additionally, You 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.

ii) By submitting the information on the Website / Colors App, through documents and /or otherwise, 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. Viacom18 / Producer may use the information for sending out commercial information and/or for other commercial, publicity or promotional purposes and You shall not raise any objection against the same. In case of Minor the Parent/Legal Guardian on behalf of the Minor hereby affirms or confirms the afore-mentioned clause.

iii) 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.

7. 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 You.

8. Content/Recording:

i) All the 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 the Website and /or Colors App 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 Parent /Legal Guardian's name, photographs, likeness, voice, audio –visual / videos, photographs, Videos, 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.

ii) You, Your Parent / Legal Guardian 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.

9. 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 application entry on the Website / Colors App 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 Viacom18 (the "**Rules**"). You agree and acknowledge 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 you will be bound by such altered / changed /new Rules/new terms and conditions. You shall be responsible to make yourself 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 Viacom18/Producer may at its discretion provide a chance for entry to the Audition for unregistered people also including but not limited to foreign national/s provided all the terms and conditions are duly complied with. You will not raise any claim or dispute due to such change and nor shall Viacom18 be liable to bring the same to your notice or attention. In case you are selected for the subsequent audition / venue audition, You agree to maintain the decorum of the Audition venue and fill the requisite audition form/application form as required by the Producer and/or Viacom18 and the terms and conditions contained herein and such additional audition form / application form shall govern your 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 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. You agree that 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/person /party in this matter at anytime. In case of group participation, even if one of the Participants fails to comply with any of these terms and conditions and/or Rules, then Viacom18 / Producer may, at its sole discretion disqualify such group at any point of time, from further participation in the Audition/subsequent rounds of audition / Program, without any liability to any member Participant within such group. The Participants within a group shall not have any right to raise any claim / objection against Viacom18/Producer's decision to disqualify / reject the entry of such group at anytime. You shall comply with all the applicable laws of India and /or any other applicable laws, rules and regulations in relation to Your act/participation/performance in the Audition and/or the Program and shall solely be responsible for the same at all times.

10. 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 Viacom18'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 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. 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 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 the Website and/or Colors App 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 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/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 Video / data.

iv) The Participant 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 Participant at his/her sole responsibility.

v) Viacom18 shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the 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 Video/content. Further, Viacom18 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 Viacom18 shall only be intimated as per the contact details provided on the Website / Colors App. 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) 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 Viacom18 (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 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) 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 Viacom18, if You are selected as a participant in the Program. You agree that 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 your application entry submitted by You, as per terms stated herein is selected by Viacom18 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 for Yourself and Your companion (if any), and no monies will be reimbursed to You nor can any monies be claimed by You from Viacom18 and/or the Producer at anytime.

xi) You 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, 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 Viacom18, 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, Viacom18 may/shall, at its option take legal action against You, as it may deem fit.

xii) You hereby represent and warrant that You 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 and/or the Program (if selected).

xiii) You hereby agree and acknowledge 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 You and/or Your Parent/Legal Guardian, during and/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 Viacom18 to such selected Participant(s), as decided by Viacom18 as per its sole discretion), You will sign the talent management agreement along with the participant agreement with Viacom18 upon terms to be detailed under the said agreement and in the event You fail/refuse to sign the said agreements, then

Viacom18 shall have the right to reject You from participation in the subsequent rounds of audition and/or from the Program (as the case may be).

xv) You shall ensure that Your acts /performance in the 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 Viacom18, its affiliates/group companies/employees, the Producer, agents, representatives, etc., for any loss, claim, dispute, disruption, demands, actions, liability, damage caused to Viacom18. 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 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 Viacom18/Producer shall have the right to immediately remove, disqualify or ask You to leave the location (in case of venue audition), failing which Viacom18 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 Viacom18/ Producer.

xvi) 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 You 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 Viacom18 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 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 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 "India Banega Manch" 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 or 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. 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 Viacom18 to allow participation based on creative requirements and You acknowledge this right of Viacom18

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, 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 to the satisfaction of Viacom18, shall Your participation in the Audition and/or the Program be considered. Even after final selection for the Program, Viacom18 shall have the absolute right to replace any of the Participants as per Viacom18'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, subsequent rounds of audition and the Program shall be solely as per the criteria and process as determined by Viacom18 and no correspondence / communication by You / any person /Parent /Legal Guardian/ any third party shall be entertained by Viacom18 / Producer in any manner and at anytime whatsoever.

xxi) You expressly agree to indemnify and agree to keep harmless 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 Viacom18 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, Viacom18 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 Viacom18 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, neither You nor Your 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. You further agree and confirm, that in case You are selected as a participant / contestant in the Program, then You /and in case of a Minor, the Parent /Legal Guardian, shall enter into a separate talent management agreement /any other written agreement with Viacom18 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 event, You refuse to enter into the aforesaid talent management agreement /any other written agreement with Viacom18, then Viacom18 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 represent and 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 Viacom18 without any additional compensation for the same.

xxiii) You hereby agree and confirm that 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. You 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 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.

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 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 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 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.

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 VIACOM18, IT'S AFFILIATES, ITS LICENSORS, 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 /OR ANY ACT AND/OR OMISSION ON MY / OUR PART AND I/WE AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.

Note: Participation in the Audition(s) by participants who are less than 18 years of age ("Minor") will be deemed as participation with the prior consent and knowledge of the respective participant's Parent/Legal Guardian. All undertakings of the Participant (who is a Minor) shall be deemed to be accepted by the Parent / Legal Guardian on behalf of such Minor and the terminology 'Applicant/ Participant' used for the purpose of undertakings (as mentioned herein) shall mean Parent/Legal Guardian of such Minor.

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 SUBSEQUENT ROUNDS OF AUDITION AND /OR 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 /OR ANY ACT AND/OR OMISSION ON MY PART AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS AS SET OUT HEREINABOVE.
