**TERMS AND CONDITIONS**

**FOR PARTICIPATION IN THE PROGRAM ‘MTV DROPOUT PVT LTD’**

Thank you for your interest to participate in “MTV Dropout Pvt Ltd” (the “**Program**”). In the event you apply and participate you have fully agreed to the terms and conditions hereinbelow and undertake to abide by the same.

Viacom 18 Media Private Limited (hereinafter referred to as **"Organizer"**) is organizing this auditions for selection of participants for the first season of the Program which is proposed to be produced by the Organizer and is open for all Indian nationals who meet the below mentioned Eligibility Criteria.

**‘Dropout Pvt Ltd.’** is a reality show to provide a platform for young entrepreneurs to showcase their ideas for starting new businesses or enable young entrepreneurs with the right attitude develop new ideas (“**Startup Ideas**”) where a select panel of visionary entrepreneurs, investors and other panel members will select the participants for the Program from the audition rounds and help them fine tune the Startup Ideas and guide them on how to develop such ideas into a possible workable business. This process may include various tasks including but not limited to presentations, live site trainings, workshops and challenges. The final objective of the Program would be to find 1 (one) best Startup Idea basis the format of the Program. Only those Applicants who are serious business entrepreneurs and committed to the Startup Idea and the format of the Program are advised to apply.

1. Each applicant who meet the below mentioned eligibility criteria would have to undergo various stages of applications, auditions and further screening for the Program and only those applicants who get selected as per the format of the Program and at the sole discretion of the Organizer, whose decision will be final, shall stand chance to participate in the Program along with other casted participants, if any (**“Applicant”**).
2. **Eligibility Criteria:**

Please be advised that in order to participate in the Program following basic eligibility requirements are required to be fulfilled (which may be changed at any time by Organizer in its sole discretion):

1. Above 18 years of age;
2. Residents and citizen of the India;
3. Only individuals/ persons in their individual capacity are eligible to apply and a company incorporated under the Companies Act 2013 (i.e. a one-person company/ private limited company and/ or public limited company) are not eligible to apply for this Program.
4. Individuals with new original Startup Ideas absolutely owned and controlled by such individuals should apply and existing start-ups are not eligible to apply.
5. Individuals with fresh/ new and original Startup Ideas are eligible to apply and such Startup Ideas should be original and absolutely owned by such Applicant.
6. Team of collaborators/ Startup Idea are not eligible for participation and only independent individuals are eligible.
7. **How to apply for audition for the Program:** For the chance to participate in the auditions for the Program, the Applicant should follow below directions:
8. Log on to the Program website at www.mtvindia.com/dropout (**“Website”**) for complete information and further instructions;
9. Complete the online application form available on the Website;
10. The Applicant might be required to fill in questionnaires forms, submit personal details, submit photographs and a short video of themselves providing background, gist of their Startup Idea and why they would like to be on the Program, and such other information as may be mentioned on the Website and informed by Organizer from time to time.
11. A copy of the application form may be made available through various other modes such as newspapers, magazines or a walk-in application forms decided at sole discretion of the Organizer and each Applicant applying from any mode of participation would be required to adhere to these terms and conditions or such other terms and conditions, rules, instructions as may be informed by the Organizer from time to time.
12. Only those applications shall be considered for selection of participants for the audition that are complete and submitted with all necessary requirements as specified therein by the deadline/cutoff date as may be informed/advertised by the Organizer through public media or its Website. In the event an Applicant submits more than one application, the first of such duly filled applications received by the Organizer would be considered towards the selection process for the audition and all subsequent applications shall be rejected.
13. The Organizer’s decision regarding the selection of the Applicant for the auditions shall be based on their application and shall be as per the discretion of the Organizer which shall be absolute and final. The selection process may vary as per the Organizer’s sole discretion. The Applicant and/or any third party shall have no right to question any stage of the process of selection or non-selection of any Applicant for the audition or the Program.
14. **Specific Rules of Participation:**

Each Applicant agrees to below terms of participation in the Program:

1. Applicant understands and acknowledges that Organizer is merely providing a platform to the Applicant to showcase their Startup Ideas to a select panel of visionary entrepreneurs, investors and other panel members (**“Panel”**) who will select the final participants for the Program from the audition rounds and various other screening rounds and help such selected participants in the Program to fine tune their Startup Ideas and guide them on how to develop such ideas into a possible workable business as per the format of the Program.
2. This Program being a platform been made available to the Applicant who, if selected as participants in the Program get one time opportunity to get featured in the Program and during the Program meet, interact, learn, groom and eventually develop their Startup Ideas into possible workable business and present a final pitch to the Panel of investors for possible funding in starting the completed developed startup idea, if so determined by the Panel, Organizer and such related stakeholders at that stage. If the Panel feels that the Startup Idea presented at the audition is fit for on-the-spot investment and need not be part of the Program as per format of the Program, an Applicant may stand chance to receive such possible funding in their potential company during audition phase itself, without being selected as participants on the Program.
3. In lieu of providing such platform to the Applicant, the Organizer reserve their right to charge an aggregator fees from such Applicant who may get funded at any stage of the Program including but not limited to either at the audition stage of the Program, during the Program or after the finale of the Program up to a period of 1 (one) year and such aggregator fees shall be [minimum 3 (three)] percentage of the pre-money valuation of participant start-up potential organization at which the funding/ investment is accepted and received by such Applicant.
4. The Applicant understands that the Organizer do not, at any stage of the Program, guarantee that any Panel which may be associated with the Program from time to time, would necessarily fund the Applicant. Similarly, the Organizer do not, at any stage of the Program, guarantee that the final participants who become part of the Program would necessarily be funded. All funding shall be at the sole discretion of the Panel. The Applicant acknowledges that he/she will not hold the Organizer, the Panel and/ or any of its affiliates or employees or agencies engaged by them with regard to this Program and/or the audition of the Program liable for any loss or opportunity, monetary loss, non-receipt of funding announced or offered by such Panel due to their participation in the Program.
5. The Applicant agrees and acknowledges that pursuant to their registration and submissions of applications for this Program, any announcement, solicitation and/or acceptance of any investment or any other equity interests thereto of any kind offered by or received from one or more of the Panel or any other person associated with the Program or a third party not associated with the Program by the Applicant at any stage of the Program including but not limited during the audition or any further screening for the Program, during journey stage of the Program or after the finale of the Program up to a period of 1 (one) year, shall always be subject to below:
   1. The Applicant immediately disclose/ informing the Organizer in writing, however not later than 24 (twenty-four) hours, from each such announcements, solicitation and/or acceptance of any investment or any other equity interest;
   2. Organizer receiving their aggregator fees from such Applicant who may get funded in the manner decided by the Organizer;
   3. The Applicant undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Organizer in its sole discretion in order to secure, protect, perfect or enforce above requirements agreed by the Applicant by virtue of its participation in relation to the Program pursuant to acceptance of this terms and conditions and registration for the Program. In the event the Applicant fails to do so within 10 (ten) days of receipt of a request from the Organizer to do or perform an act or execute a document, the Organizer shall be entitled to exercise the same in place of the Applicant as the lawful appointed attorney and the Applicant undertakes to affirm, ratify and be bound by such exercise of the right by the Organizer under the provisions of this clause.
   4. The Applicant shall prior to or simultaneous to receiving any fund or investment shall pay the aggregator fees to the Organizer in the manner decided by the Organizer.
6. Any investment is subject to further due diligence by both the Panel (either individually or collectively) and the Organizer (either individually or collectively with Panel members) and compliance of all applicable laws, rules, regulations and terms and conditions of the Program and format of the Program and subject to execution of final agreements as per format required by Viacom18.
7. Applicant agrees that each such funding, securities offering or any other equity interest of any kind, if any, in lieu of such funding, may be governed by central, state and other securities laws, and the Applicant agrees to comply with any and all applicable laws including securities laws in connection therewith, including but not limited to laws governing the offer and sale of securities.
8. Applicant also understand that it shall be his/ her sole responsibility to comply with such securities laws and all applicable laws and the Organizer, will not be providing and/or held responsible to provide the Applicant with any advice or assistance of counsel in that regard. In addition, the Applicant acknowledge and agree that the Organizer and/or the Panel and/or any agency associated with the Program will not be acting on the Applicant’s behalf, either directly or indirectly, as an agent, broker, investment advisors or finder, in connection with the offer or sale of any securities, if any or any other equity interest of any kind and that the Organizer and/or the Panel will not have any liability for the Applicant’s failure to comply with such applicable laws.
9. Breach of any Specific Rules of participation mentioned above or as may be informed by the Organizer from time to time, shall be material breach by the Applicant.
10. **General Rules of Participation:**
11. All registrations shall be subject to completion of the procedures by the Applicant as per instructions given by the Organizer or the authorized representatives of the Organizer. Organizer shall not be liable for any failure of receipt or incomplete registrations. On verification, if any of these documents are not found to be in order, the participation of the Applicant/ participant, irrespective of any stage of the Program he/ she might be then, may be terminated immediately by the Organizer.
12. The Applicant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Applicant.
13. Any applicable tax liability on any prize monies or gratification during the Program shall be the sole responsibility of the Applicant/ participant and the Organizer reserves the right to withhold or recover taxes from such Applicant/ participant wherever applicable.
14. The Applicant confirms that he/she is an adult, a resident of India, and is entitled to enter into a valid agreement. The Applicant acknowledges that he/she has voluntarily chosen at his/her free-will and at own wish to participate in the Program and is willing to bear all risk, costs & consequences arising from such participation in the Program.
15. Mere registration or submission of the application form and/or participation does not entitle any Applicant to become eligible for the audition of the Program.
16. Further mere selection and/or participation in auditions for the Program does not entitle any Applicant to become eligible for being part of the Program or other entitlements, prize, credit or recognition in any form.
17. Applicant understand that the audition is proposed to organised by the Organiser and the date, venue and timing for same shall be informed by the Organiser to the selected participants at its sole discretion. The Organizer reserves its right to change the time of the auditions as per its discretion at any point of time. The Applicant or any third party shall have no right or claim in event such audition is not organised or cancelled or postponed by the Organiser.
18. The Applicant shall not and waives any right to question the selection process, non-selection of the Applicant and/or the selection of any other applicant.
19. The total number of Applicants to be selected/ shortlisted for the audition and for further screenings of the Program shall always be at the sole discretion of the Organizer.
20. In the event of large number of registrations, the chance to be auditioned might be strictly on a first come first basis till closure of the audition time and/or as may be determined by the Organiser. No further requests for audition shall be entertained by the Organizer once the audition is closed.
21. Apart from the registrations, the Organizer may at its discretion provide a chance for entry for unregistered people also.
22. All costs incurred by the Applicant including but not limited to submissions, registrations, traveling, accommodation or food and the arrangements for the same shall be the responsibility of the Applicant and no claims for the same shall be made against the Organizer.
23. All Applicants shall maintain the decorum of the audition rounds of the Program and shall abide by the rules and regulations thereof. Further, the instructions given by the Organizer shall be adhered to strictly. Any Applicant who acts in contravention to the instructions of the Organizer or creating nuisance either to the Organizer or the other Participants shall immediately be disqualified from participating in the audition, or any stage of the Program at sole discretion of the Organiser.
24. The Organizer is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the promos and this terms and conditions are provided "As is" without warranty of any kind. The Organizer makes no representations and disclaims all express, implied and statutory warranties of any kind to the viewer, participant and/or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
25. Each Applicant represents and warrants that their submission of the application form to the Organiser is voluntary, not solicited by the Organiser, and not under any express or implied terms of confidence. There are no materials being submitted to the Organiser other than those mentioned in the online form on the Website and in case any further materials are submitted/disclosed by the Applicant, directly or indirectly, the same shall also come under the ambit of this Terms and Conditions unless agreed otherwise under any separate agreement entered into with the Organiser.
26. Any applicant who has appeared on any primetime television reality show or is involved in the current production of any such television show must disclose such information in his or her application and may, at Organiser's sole discretion, be deemed ineligible to participate in the Program. If any applicant is currently being considered as a contestant and/or participant in a primetime television reality/game show, he/she must withdraw his/her application from such competing show upon Organiser’s request.
27. Each Applicant acknowledge and agree that Organiser engages extensively in activities in creating, acquiring and developing literary, artistic, musical, dramatic and other work/material, including stories, ideas, themes, plots, titles, screenplays, and concepts for motion pictures, cinematograph films, shows etc. which are hereinafter referred to as “Materials”. The Applicant further agree that the submissions/ materials/ Startup Ideas may have resemblance or similarity to any elements Materials which Organiser may have already originated, authored or acquired by/from its own employees or other persons or which may be originated, authored or acquired by/from any employee or other persons in the future and such resemblance or similarity shall in no manner give me any rights to make any claims against Organiser or its affiliates. The Applicant appreciate Organiser’s concern that any examination of the submissions/ materials/ Startup Ideas, without a full release of liability, might expose Organiser to a claim of plagiarism, or some other claim or threat of litigation.
28. The Applicant represents that their submissions/ materials/ Startup Ideas to the Organiser is voluntary, not solicited by Organiser, and not under any express or implied terms of confidence. There are no materials being submitted to the Organiser other than those listed in the application form and in case any further materials are submitted/ disclosed by the Applicant or on the Applicant’s behalf, the same shall also come under the ambit of this Terms and Conditions unless agreed otherwise under an agreement entered into with the Organiser.
29. The Applicant represents and warrants that presently, there is no agreement between them and the Organiser, which is express or implied relating to Organiser’s use or failure to use the application form and any submission by the Applicant shall in no manner create any contractual obligations on the Organiser or any person associated with the Organiser and/or the Program for the Program unless contractually executed under a separate agreement.
30. The Applicant warrant that the submissions/ materials/ Startup Ideas does not infringe any existing work/ startups which is published or unpublished and/or has been disclosed to the Applicant in confidence and that the Applicant have full power and authority to submit the submissions/ materials and Startup Ideas to the Organiser.
31. The Applicant agrees that the Organise shall not be liable for any loss, theft or destruction of the submissions/ materials/ Startup Ideas while it is in the Organiser’s possession or in transit. The Applicant recognize that no examination of the submissions/ materials/ Startup Ideas has been carried out by the Organiser or on its behalf at the time of submission of this submissions/ materials/ Startup Ideas. Further, if the negotiations to produce any program based on this submissions/ materials/ Startup Ideas does not materialize, then the Applicant shall not hold the Organiser liable for any of its future events/ programs/ serials bearing any similarity with the submissions/ materials/ Startup Ideas or any elements thereof and to this extent shall keep the Organisers indemnified from any and all claims.
32. The Applicant acknowledge and agree that any commitment from the Organiser to produce any event/ program/ serials based on the submissions/ materials/ Startup Ideas or otherwise shall only be considered to be binding on the Organiser on approval by its management and execution of a written agreement signed by the authorized signatories.
33. The Applicant agrees that in consideration of Viacom18 considering the submissions/ materials/ Startup Ideas, the Applicant undertake and agree that the Applicant shall not discuss or present this submissions/ materials/ Startup Ideas with/to any other person for a period of 6 (six) months from the date of its registration under this Program and such 6 (six) months to commence from first broadcast of last episode of the Program and this term shall be binding on the Applicant and shall be enforceable against the Applicant.
34. No Applicant shall associate themselves with any advertisers, brands or be seen as promoting any product or brand and any Applicant indulging in this shall be liable to be disqualified at the option of the Orgnaiser and the Organiser shall also reserve its right to seek damages on account of the same. No Applicant shall show Organiser or MTV or any of the sponsors in bad light. Applications and Startup Ideas shall be original and shall not be in breach of any third party rights. In the event any applications and Startup Ideas are not original or are in breach of any third party rights, the Applicant shall be responsible for indemnifying the Organiser on account of any losses, damages, expenses, costs, loss of face and goodwill on account of the same. All Applicants shall comply with the laws of the India and shall not be in bad taste, in defamation of someone, obscene or in breach of any rights of a third party.
35. The Applicant shall at all times shall keep confidential the selection process and all details regarding the Program which he/ she might be informed of or which he/ she might learn or come to know of as an Applicant, participant in the audition or as a short listed potential candidate or participant in the Program. The Applicant shall at no time communicate to any third person or the media or give any interviews on his/her participation in the audition or potential participation in the Program without prior written consent of the Organizer. Violation of this clause shall immediately disqualify the participant’s prospects of further participation.
36. All incidental costs, if any, that may arise from participating in the Program will be borne by the Applicant.
37. The Organizer shall not be responsible for any loss of entry for any reason, whatsoever including, due to any problems caused by telephone lines, service providers, network breakdowns, computer service delays, interruptions, network failures or overloads, or for lost, misdirected or misplaced entries, or for entries received after the submission date or for any reasons beyond the control of the Organizer.
38. In the event there is a tie between two Applicants for whatever reasons, then the same shall be resolved through a random draw. The selection process may vary and shall be as per the Organizer’s sole discretion. The Applicant or any third party shall have no right to question the process of selection.
39. Applicant might be required to sign release letters and such other documentations and agreements as may be required by the Organiser or any party engaged by the Organiser. The Organiser shall have right to disqualify and/or select another Applicant, if any Applicant refuses to sign such documentation or fails to comply with such rules, regulations and instructions of the Organiser from time to time.
40. All Applicants must authorize the Organiser to conduct a background check, which may include, without limitation, a credit check, a criminal arrest and/or conviction check, a civil litigation check, a family court litigation check, interviews with employers, neighbours, teachers, etc. Acceptance of this Terms and Conditions shall be deemed authorisation from such Applicant to release personal and confidential records and information.
41. In case the selected Applicant fails to comply with the applicable law/s, the Organizer will be entitled to select another participant at their own discretion.
42. Employees of the Organizer and/or their associate and affiliate companies/ concerns and/ or sponsors or any entity associated with the Program will not be qualified for applying for the Program or participating in the Program.
43. The Organizer reserve the right to change/ modify terms and conditions and/ or criteria of the audition, and the Program including but not limited the duration/ timing of the audition and/or the Program, at any time at their own discretion and without any prior notice and without assigning any reason.
44. The decision of the Organizer in connection with the participation, selection, audition and/or the Program will be final & binding and is non-contestable.
45. The selected Applicant shall be intimated by the Organizer directly. The Organizer shall not entertain any questions, correspondence, enquiries on the manner of conduct of the selection process, audition and/or Program from any party whatsoever.
46. Apart from the one-time opportunity to become eligible to participate in the audition of the Program, if organised by the Organiser, the selected Applicant or his/her legal heirs will have no other rights or claims against the Organizer.
47. The Applicant acknowledge that he/she will not hold the Organizer and/ or any of its affiliates or agencies engaged by them with regard to the audition of the Program liable for any loss or opportunity, monetary loss due to their participation in the audition of the Program or Program itself.
48. Under no circumstance, unless due to wilful misconduct, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Applicant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Applicant 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 the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Program.
49. All Applicants grant the Organizer irrevocable consent in perpetuity to use his/ her name, photographs, video tape or such other information provided to the Organiser in connection with the participation, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Applicant further knowledge or consent.
50. In case of any dispute or difference in respect of this participation, the decision of the Organizer shall be final and binding on all concerned.
51. Participation in this Program implies acceptance of all the terms and conditions of the Program.
52. It is the Applicant’s responsibility to ensure that their personal details (name, address, date of birth, email id, ID Proof and such other details provided in the application form on the Website or otherwise) are always updated and accurate in order to be able to be qualified for audition and/or the Program. It shall be the Applicant’s responsibility to ensure that such information is always updated and accurate in order to be able to receive any notification in time.
53. The Organizer may at any time, at its discretion, change these Terms & Conditions, the Website, the rules and/or the other terms mentioned herein, without prior notice, and the Applicant acknowledge that such change shall be binding upon them.
54. By participating in the audition and/or the Program, the Applicant waives all copyrights and any related rights and consents to the Organizer’s right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray him/her as the Applicant and/or publish any content submitted by him/her. The Applicant further grants irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same, in any and all applications including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and electronic media, at any time without the Applicant’s further knowledge or consent and without any compensation whatsoever.
55. The Organizer reserves the right to terminate, modify or extend the audition or selection process for the Program and its Terms and Conditions, at any time at its absolute discretion, without assigning any reason whatsoever. In case of any dispute or difference in respect of the audition and/or the Program, decisions of the Organizer shall be final, binding and irrevocable.
56. The Applicant understand that the Applicant are relying upon the foregoing representations and warranties, grants of rights and licenses, and releases in permitting the Applicant to submit the entries/ submissions. The Applicant acknowledge that they shall not terminate or rescind the grants of rights and licenses and/or the releases contained herein.
57. The invalidity or unenforceability for any reason of any part of these Terms & Conditions shall not prejudice or affect the validity or enforceability of the remaining parts and each part of these Terms & Conditions is distinct and at all times severable from the rest of the Terms & Conditions.
58. The Organizer shall not be obliged to entertain queries, claims or complaints in or in relation to the Program.
59. There will no liability on the Panel for the advice or guidance rendered. The Organizer holds no liability for the information published, discussed on the Program.
60. No waiver of any rights by the Organizer will be taken as a waiver of any other rights it may have. For instance, if the Organizer waives its right to object to a particular breach of these terms and conditions by the Applicant, it does not prevent the Organizer from objecting to any other breaches by that Applicant or any other Applicant.
61. These Terms and Conditions shall be subject to the exclusive jurisdiction of competent Courts at Mumbai alone and the law applicable shall be Indian Law.

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