

SUPER DANCER AUDITIONS 2017

TERMS & CONDITIONS

1. *Super Dancer* is a televised dance competition series ("**Program**") produced by Frames Productions Private Limited for Sony Pictures Networks India Private Limited (formerly known as Multi Screen Media Private Limited) and/or its affiliates ("**SPN/Organizer**"). The Program being a dance competition series, the Organizers are looking for talented participant(s) between the ages of 4 and 13 ("**Participant**") to perform dance acts, choreographed either by themselves or based on a given choreographed act.
2. For the purposes of the televised Program, Production House/SPN shall conduct Auditions by way of online Auditions to be held in such manner, as specified below ("**Audition/ Online Audition**"). The purpose of the said auditions is to select dancers for the Show to be broadcast/telecast on Sony Entertainment Television ("**SET**"/ "**Channel**") and/or any other channel of SPN. By virtue of the registration form duly filled in and completed by the Parent/Guardian of the minor Participant(s) for participation of their wards in the Show, the Parent/Guardian accepts and agrees to the following rules and regulations in addition to any other terms and conditions or decisions made by the Organizers to enable the Participant(s) to participate in the Auditions.

ELIGIBILITY FOR ENTRIES AND AUDITIONS:

3. The Participant(s) must be between the age of 4 to 13 years as on August 15, 2017 who can participate after being registered by the Registrant(s) (defined below) being their Parent or Guardian.
4. The Participant(s) should be of sound mind and health and must not be disqualified by law, should not have any criminal record or be of an unsound mind.
5. For the purposes of clarity:
 - (a) "*Parent*" shall mean the natural parent of the Participant(s) being his or her biological Father or Mother.
 - (b) "*Guardian*" shall mean such Guardian as appointed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890. Any other claim for Guardianship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participant(s).
6. The Parent/Guardian of the Participant(s) shall register on behalf of the minor Participants to enable their participation in the Program in the manner prescribed hereinafter and shall enable the minor Participant(s) to do such acts as specified hereafter.
7. The Parent and/or Guardian of the minor Participant(s) shall hereinafter be collectively referred to as "**Registrant(s)**" who shall register via the following platforms/modes:
 - online on the web portals specifically provided for by the Organizers; or

- any other platform / medium that the Organizer shall include / advertise from time to time.
8. Registrant(s) shall not be employees, agents and promoters (including their immediate family members) of SPN and/or the Production House, and of its divisions, affiliates and subsidiaries, and others associated with the Program in any manner; Registrant(s) falling under any of the aforesaid categories specified herein are not eligible to participate in the Program and in case they do participate or register to participate by misrepresentation, SPN/Production House shall in its sole discretion disqualify and discontinue such participation.
 9. SPN/Production House shall be entitled to verify the entries or seek for such proof from the Registrant(s) as shall be necessary in respect of the entries at any time as the Production House/SPN shall deem necessary.
 10. SPN/Production House has the right at any time to require proof of identity and/or eligibility. Any failure to provide such proof within a reasonable time could result in disqualification from the Auditions/Program. All personal details and information requested by and supplied to the Production House by Registrant(s) must be truthful, accurate and in no way misleading. SPN/Production House reserves the right to disqualify any Registrant(s) from the Auditions in its sole discretion, should the Registrant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.

REGISTRATIONS

11. The Program is open to the Participant(s) being children between the age 4 years and above and not more than 13 years of age as on August 15, 2017. The application should be reviewed and approved by the Registrant(s) being the Parent or Guardian of the Participant(s).
12. The promotions of the Program will be aired on the channel of the Organizer inviting all viewers to register for on-ground Auditions of the Program or such other dates for promotion as decided by SPN in sole discretion.

AUDITIONS:

13. Online Registrations, as more specifically mentioned below, shall start on **December 17, 2016** at 08:00 P.M. (IST) (**Entry Start**) and end on **August 15, 2017** at 06:00 P.M. (IST) (**Entry Closure**).

ONLINE (for the jurisdictions of India)

14. Online Registration for Auditions shall have to be made by logging in at the specified microsite on the URL superdancer.sonyliv.com ("**Website**") by filling in the following details:
 - (a) Name of Registrant(s)
 - (b) Contact number
 - (c) Email Address
 - (d) Full name of Participant(s)
 - (e) Relationship with Registrant(s)

- (f) Age of Participant(s) (as on August 15, 2017) (for e.g. if a person is 12 years and 11 months old, they will have to enter 12 years as their age)
 - (g) Gender
 - (h) Video featuring the a dance recital of the Participant(s)
15. The Registrant(s) must then check the box that signifies his/her consent and acceptance of the Terms and Conditions governing participation in the Program.
 16. On submission of the online registration form, unique identification number will be generated which will be displayed on the screen and also be mailed to the Registrant(s)' email address. Further the registration details will be saved in the database of the Organisers. The Registrant(s) shall then receive a confirmation email and physical copy of the same needs to be presented by him/her at the Auditions venue.
 17. Any entry made by the Registrant(s) is not transferrable in case of any other child/children of the Registrant(s) other than the Participant(s) whose details have been entered.
 18. The Organizers have the right at any time to seek proof of identity and/or eligibility. And any failure to provide such proof within a reasonable time could result in disqualification from Participation in the Program.
 19. Organizers may use the information provided by the Registrant(s) to verify age and identity and to carry out background checks with law enforcement and government agencies, at their sole discretion without any demur or protest from either the Participant(s) or the Registrant(s). Organizers may share the information provided by the Registrant(s) as part of the selection process and in connection with the production and promotion of the Program.
 20. Any queries with regard to the Program can be sent to superdancer.sonyliv.com.
 21. The decision of the Production House/SPN in connection with the Online Auditions including but not limited to short listing the Participant(s) will be final & binding and is non-contestable. The short listing process of the Participant(s) shall include but not be limited to the creative requirement for the Program. The Registrant(s) and Participant(s) shall not question such process. In case of any dispute or difference in respect of the Auditions, the decision of the Production House/SPN shall be final and binding on all concerned.
 22. For clarity purpose, even after final selection for the Program, the Production House/SPN shall have the absolute right to replace any of the Participant(s) as per their sole discretion and creative requirement.
 23. The Production House/SPN (or, where appropriate, the decision of the Judges) shall be treated as final.

SELECTION PROCESS:

24. The Production House/SPN shall, in its sole discretion, select the Entry/(ies) for the Auditions, after carrying out relevant checks of the Entries by the Registrant(s).
25. Production House/SPN shall be under no obligation to select all or any of the Registrant(s) from the Registrations and shall have the absolute and sole discretion to select such Registrant(s) as it deems fit for the purpose of the Program. By agreeing to the present Terms and Conditions, Registrant(s) and/or Participant(s) waive their right to object to the selection process of the Organizers or file a claim against either the Production House or SPN.
26. Only short listed Participant(s) through their Parent/Guardian will be notified by telephone/email/fax/letter by the Production House, of the dates and venue of further audition rounds.
27. Decision of SPN/Production House in all matters pertaining to the Auditions and selection of Participant(s) by the judges of the Program shall be final and no correspondence in this regard shall be entertained. SPN/Production House shall not be obliged to notify unsuccessful Registrant(s) of its decision.
28. The Organizers will have no liability to Registrant(s) if his child being the Participant(s) is unable to attend or take part in the Program for whatever reason and the Organizers shall be entitled to disqualify the Participant(s), replace any such Participant(s) from the Program at any time, at the discretion of the Organizers.
29. In the event that there is a tie between two (or more) Participant(s), the Organizers shall be entitled to determine in its absolute discretion which Participant(s) is eliminated and/or which Participant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Participant(s) as it, in its absolute discretion, deems necessary.

CONDITIONS UPON SELECTION FOR GROUND AUDITIONS AND PROGRAM

30. All expenses incurred by the Registrant(s) for their child/children in connection with the Auditions including but not limited to costume, make-up, travel & food expenses, shall be the sole responsibility of the Registrant(s). Registrant(s) shall not be given any additional space like dressing room or make up room for change of costumes or for make-up or for any such other purpose.
31. No participation fee shall be charged for Entries in the Auditions. Details of the date and venue of Auditions shall be intimated to the shortlisted Registrant(s) by the Production House.

32. All Auditions will be subject to such timing stipulations and requirements as may be determined by SPN/Production House and SPN/Production House makes no representations, warranties nor provides any undertaking to any of the Registrant(s) that any or all of the Registrant(s) will be able to perform or audition at the time and/or place in accordance with the terms and conditions set out herein. SPN/Production House shall neither be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Registrant(s) in the event that SPN/Production House is not able to permit the Registrant(s) to perform or give Auditions in accordance with any of the foregoing provisions.
33. Participant(s) and/or Registrant(s) who are under any contract which will prohibit the Participant(s) from entering into any management contracts / performance recording contracts / merchandising and/or any other contract which prevents them from participating in the Auditions for the Program are prohibited from participating in the Auditions.
34. By registering for the Program, the Registrant(s) represents that Participant(s) is medically fit and do not have present or past psychological ailments. If in the past, Participant(s) has had any psychological ailments or has been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Organizers by the Registrant(s) in writing along with a copy of the certificate from a qualified medical practitioner declaring Participant(s) to be fit for participation in the Program.
35. All the Intellectual Property Rights of the Registrant(s) in respect of the performance of the Participant(s) either in the Auditions or in the Program including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and Registrant(s) agree not to claim or enforce any of the aforementioned rights in any Court, Tribunal or any other forum whether in India or anywhere else. Registrant(s) also consent to SPN's right to reproduce his/her picture or the recording provided by the Registrant(s) or portray the Participant(s) in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes of the Program or any other Program of SPN or the Production House, except where prohibited by law. The Registrant(s) also consents to SPN's right to use Participant(s) name, voice or picture, or the content of his/her Auditions without any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use. The Registrant(s) grants SPN irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Auditions, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy 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 Registrant(s) further knowledge or consent.

36. The Registrant(s) shall indemnify and hold SPN/Production House harmless from any claims, expenses, damages or any other payments of any kind arising in any way out of the use of Participant(s) name, image, voice and likeness, or the contents of their performance.
37. As part of Participant(s)' contribution to the Program, the Organizers may request Registrant(s) to allow Participant(s) to participate in any online/interactive activity relating to the Program including without limitation recordings of web-casts, interviews and participation in so-called 'chat-rooms' under parental guidance and monitoring by the Registrant(s). It is a further condition of entry and participation in the Program that Participant(s) ensure and procure from any and all Registrant(s) and their child being the Participant(s) their agreement and execution of the release form as devised from time to time by the Organizers.
38. It is the responsibility of the selected Registrant(s) to make Participant(s) available for the Auditions and in the event such selected Registrant(s) does not show up for the Auditions, SPN may, at its discretion, afford another opportunity to appear or disqualify the Participant(s).
39. The Production/SPN has the sole discretion to allow audio visual footage of the performance at the time of audition to be used for any purpose of the Program irrespective of whether Participant(s) is selected for Auditions or the final program.
40. The Registrant(s) represent that neither he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Organizers in writing nor has the Participant(s) been involved in any case under the Juvenile Justice Act, 2000. Registrant(s) represent that the Participant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company and have no other disability which would prevent his/her participation in the Auditions or the Program (if selected).
41. The Registrant(s) acknowledges that he/she has voluntarily chosen to allow the Participant(s) to participate in the Program at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Program.
42. Participant(s) will not be confirmed as Participant(s) for the Program if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Registrant(s) to ensure that the Participant(s) are medically fit for participation. Nevertheless the final decision regarding their participation in the Program rests entirely with the Organizers.

43. Should any Participant(s) be selected to participate in the Program, it is a condition of participation that with the benefit of independent legal advice, the Registrant(s) shall enter into prize agreement(s), including a recording agreement, a prize agreement provided by Organizers or any such other agreements with such other parties as may be applicable and/or designated by the Organizers as well as the release form for the final Participant(s) selected for the Program for the purpose of ensuring that the Participant(s) can be engaged for the purposes of recording and other performances. Should the Registrant(s) fail to enter into these Agreements (or any of them), the Organizers reserves the right to disqualify the Participant(s) from the Program. The Agreement(s) will become fully effective for the final winner Participant(s) only. The Registrant(s) acknowledges that while the commercial benefits under this Program rules may be available to the winner only, the restrictions contained in these Program rules shall apply to the Registrant(s) and Registrant(s) shall ensure that Participant(s) follow such rules and conditions laid down in the release form.
44. The Registrant(s) shall ensure that the Participant(s) do not at any stage of the Program discuss with or take advice from any or all of the Judges on any matters relating to their participation in the Program including, without limitation, their performance, appearance or choice of song.
45. There is no obligation on the part of the Organizers to record or broadcast any Auditions and/or Program in which a Participant(s) has appeared or any part of his / her contribution to a Program.
46. The Registrant(s) shall ensure that Participant(s) must at all times behave appropriately when taking part in the Program and observe the Program Rules and any other rules or regulations in force at the studios and / or locations. The Organizers reserve the right in their absolute discretion to remove from the Program, studio premises or location any Participant(s) and the Registrant(s) who breaks such rules and / or fails to behave appropriately and to disqualify such Participant(s).
47. None of the Registrant(s) shall, without the prior written approval of the Organizers, speak to the press or any other media nor give any interviews or comments relating to the Program and shall ensure the same for their children being the Participant(s). The Participant(s) shall not disclose any information whatsoever relating to the Organizers to any other party.
48. The Organizers, Company, the Judges, the advertising agencies and any person or entity connected with the production (including the format owners and the broadcasters of the Programs), administration or judging of the Auditions, the Program or the Program (the "**Relevant Parties**") shall be under no liability whatsoever to the Registrant(s), in respect of any loss, damage suffered by the Registrant(s) or Participant(s) arising from or pursuant to the Program or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant(s) or at any stage of the Program and during production thereof whether or not caused by (1) the administration (including scheduling) of the Program including any failure of transportation or inability for any reason to appear before the judging panels; (2) the Participant(s) or any third party's participation in the

auditioning process, or being selected or disqualified; (3) the decisions of the judges, Organizers or public voting; (4) any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by any of the Judges and/or Producers; and/or (5) any printing, typographical or technological errors in any materials associated with the Program. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Program. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant(s); or circumstances beyond the Relevant Parties including the Organizers reasonable control.

49. Registrant(s) agree to release SPN and its respective divisions, affiliates, subsidiaries, branches, directors, officers, employees and agents, as well as all others associated with the development and execution of the Auditions/Program, from and against any and all liability with respect to or in any way arising from this Auditions/Program, including liability for personal injury, except where prohibited or limited by law.
50. Notwithstanding any other provisions in this Agreement, SPN/Production House may, at its sole and absolute discretion, hold additional Auditions on such other dates and at such places as it may determine and the Registrant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by SPN/Production House and shall attend at any and all such additional Auditions. SPN/Production House also reserves the right to change the terms and conditions of Auditions as contained herein and to alter or terminate the Auditions at any time without prior notice.
51. Non-conformance of the terms & conditions stated herein shall result in disqualification of the Participant(s) from participation in the Auditions and/or the Program
52. SPN/Production House shall be entitled to take necessary action for and against the Registrant(s) or any interested/intended Registrant(s) on behalf of the Participant(s) for any act of omission or commission which is perceived by the Production House/SPN in its sole discretion as misbehavior, misdemeanor and/or any act which creates or is likely to create any unrest at the venue on the day of the Auditions or any such action which the Production House/SPN perceives as a genuine threat to the safety of its employee or agents or its property at the venue of the Auditions and/or Program. Any disturbance, illegal or unethical act in or outside the venue and/or related to the Program will lead to immediate disqualification.
53. By making the call for the Entries/filing the registration form online, the Registrant(s) accepts the terms & conditions stated herein on behalf of Participant(s) and is deemed to be bound by all and any decisions made by SPN/Production House, including any interpretations of or additions/amendments to Terms & Conditions herein.

54. By making the call for the Entries and/or by participating in the Auditions, the Registrant(s) agree to execute any further agreement or document as deemed necessary by the Production House/SPN in its sole discretion and in such event, the Registrant(s) shall extend their full cooperation in execution of such documents.
55. SPN/Production House shall abide by all the laws with respect to the Auditions.
56. The present terms and conditions shall be governed by the laws of India and the Courts in Mumbai shall have sole primary jurisdiction to deal with all the disputes with regard to the terms and conditions herein.
57. For a copy of these terms and conditions, or in case of any clarity, the Registrant(s) may contact the aforesaid address specifying a request. However no queries will be entertained on the result of the Entries or the Auditions and/or the Program.
58. Under no circumstance, shall SPN and/or the Channel their directors, employees, officers, affiliates or subsidiaries, or the Production House be liable to the Registrant(s), Participant(s) and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever.
59. Registrant(s) agree that they shall indemnify, defend and hold harmless SPN, the Channel, its directors, employees, officers or representatives and the Production House in connection with their Entries for Auditions and/or any claims or alleged claims on the authenticity of their Acts.
60. Production House and/or SPN and/or its directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise to the Registrant(s) and/or Participant(s).
61. Registrant(s) by entering their details and submitting supporting documents to such entries and by accepting the present Terms and Conditions agree that SPN/Production House shall be entitled to use their details for promotional purposes and store, transfer, use and share the same with any third party without any further intimation to or consent from the Registrant(s) and Participant(s) shall not file any claim against SPN/Production House for any such use of their details by SPN/Production House.
62. The Registrant(s) agree to fully indemnify and to agree to keep Production House and/or SPN fully indemnified at all times against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever claimed against or incurred by the Production House and/or SPN in consequence of any of the Acts performed by the Registrant(s) which amounts to infringement of Intellectual Property Rights of any third party or such acts which are in violation of any law or are blasphemous or otherwise hurts the sentiments of any person or community.

63. SPN/Production House shall have the sole the right to cancel/ postpone/ stop/ terminate the Auditions of the Participant(s) and/or make any amendments to the existing rules for the Auditions contained herein, at any given time without incurring any liability whatsoever, without prior notice and in its sole discretion.