

TERMS AND CONDITIONS

FOR SUBMISSION OF APPLICATION/ REGISTRATION TO PARTICIPATE IN “MTV GET A JOB” (“PROGRAM”) AND FOR SELECTION OF PARTICIPANTS/FINALISTS IN PROGRAM.

1. This Program is conducted by **Viacom 18 Media Private Ltd.** (hereinafter referred to as “**Viacom18**” in association with LinkedIn Corporation (“**LinkedIn**”) for selection of participants for the campaign/program proposed to be undertaken by Viacom18, “MTV Get a Job” (“Program”) which is proposed to be produced by the Viacom18. Those applicants who are selected after various application stages and further screening shall have a chance to win a summer internship job with 12 (twelve) India’s top reputed companies (“**Job Partners**”) as per job profiles for each such Job Partners listed on the Website (defined below).

2. ELIGIBILITY

The Program is open to all participants who are:

- a. above age of 18 years;
- b. residents and citizens of India;
- c. viewers of the Channel “MTV”;
- d. have a LinkedIn account or would be required to create a LinkedIn account in order to apply;
- e. have a valid degree in higher school education or equivalent provided by relevant/recognised Indian authorities/universities;
- f. who are college students of recognised colleges in India (“**Participants**”).

3. APPLICATION AND SELECTION DURATION:

The application process shall commence from 4th November 2015 at 2:00 pm and shall conclude with final selection of the candidates for summer internship on 15th March 2016 at 2:00 pm or on such date and time as decided by Viacom18 (“**Period**”). Any entries received after the timelines for each Phases (defined below) for the Application and Selection shall not be entertained and shall be considered ineligible for the Program.

4. CALL FOR ENTRY PHASE OF THE CONTEST (“PHASE 1”):

4.1. Application for Phase 1:

- a. To participate in the Program, the Participant needs to log on to the MTV Get a Job website located at following link <http://mtv.in.com/getajob> (“**Website**”) and based on the various summer jobs of different companies listed on the Website the Participants may select a summer job they wish to apply for by clicking on “Apply Now” tab and follow the instructions mentioned therein (“**Call for Entries**”);
- b. The Participants shall be required to submit their basic profile/resume to apply in the Phase 1 of the Program i.e Call for Entries and for such application process the Participants shall be directed to sign-in with their LinkedIn account. In the event any Participant does not have a LinkedIn Account, the Participant may choose to create a LinkedIn Account by signing up using the tab provided therein.
- c. Every Participant understands and agrees that by clicking on the sign up to the LinkedIn Account tab Viacom18 shall have access to information provided on the LinkedIn Profile page of the Participant including but not limited to information such as experience, education, skills, recommendations, the primary email address used by such Participants for their LinkedIn account, address, phone number, and bound accounts etc and such profile page of the Participant shall automatically act as the resume of such Participant for Phase 1 application and selection process for the Program.
- d. The Phase 1 of Call for Entry for application and selection process shall commence from 4th November, 2015 (“**Start Date for the Phase 1**”) and shall end on 15th January 2016 or such other date as may be determined by the Organiser (“**End Date for Phase 1**”). The Participants shall be required to register themselves latest by End Date for Phase 1 to be eligible for next phase of selection.
- e. Participants may choose to register himself/herself for more than one summer job listed on the Website subject to if they deem themselves fit for the job requirements listed for each such summer jobs.

4.2. Selection of Phase 1:

- a. Out of all the application/registrations received by Viacom18, total 100 (one hundred) applications/Participants shall be shortlisted by Viacom18 and LinkedIn mutually and each such Participants shall be selected based on the job requirements provided by each Job Partner for whom the jobs are listed on the Website. Such profiles shall be shortlisted primarily by Viacom18 on behalf of each such Job Partner, however, the Job Partner shall be involved in the selection process all through.
- b. These shortlisted participants shall be informed by Viacom18 and/or LinkedIn through an email or such other mode as may be determined by Viacom18/LinkedIn at the time of selection for Phase 1 and such shortlisted participants shall then be eligible to participate in the Phase 2 of the Program.
- c. The date for announcement of the shortlisted Participants of Phase 1 shall be 15th January 2016 or such other date as may be determined by Viacom18.

5. **PHASE 2 OF THE PROGRAM (Call for video entries):**

5.1. Application for Phase 2:

- a. As a part of Phase 2 of the Program all the shortlisted Participants of Phase 1 will be required to send a short youtube video of maximum duration of 2 (two) minutes or such other duration as may be informed to them via email announcing their selection for Phase 2 telling us why they are best suited for the job for which they are shortlisted. Such youtube video can be submitted by submitting the link of their video on their youtube channel on the Website as per the instructions provided on the Website.
- b. At the time of submission of video entry as provided in 5.1 (a) above, the shortlisted Participants may be required to provide some basic details/scanned documents as per the instruction provided on the Site at the time of applying for Phase 2 of the Program.
- c. The Phase 2 of Call for Video Entries shall commence from 15th January 2016 ("**Start Date for the Phase 2**") and shall end on 15th February 2016 or such other date as may be determined by the Organiser ("**End Date for Phase 2**"). The Participants shall be required to submit their video entries latest by End Date for Phase 2 to be eligible for the final phase of selection.
- d. The video submitted by the shortlisted Participants as per 5.1 (a) shall be original unpublished work created by the shortlisted Participants and it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material and the shortlisted Participant shall indemnify and hold Viacom18, LinkedIn and all the recruiting companies listed on the Website, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the videos uploaded on the above sites by the shortlisted Participants.

5.2. Selection of Phase 2:

- a. Each recruiter companies shall select total 5 (five) videos out of the 100 (one Hundred) shortlisted participants who have submitted video entries for Phase 2.
- b. Viacom18 and each Job Partner shall mutually determine the best video entries submitted by the shortlisted Participants under the Phase 2 of the Program and such best video entries shall be selected for the next final phase of the Program.
- c. The date for announcement of the final shortlisted participants of Phase 2 shall be April 2016 or such other date as may be determined by Viacom18.
- d. These shortlisted participants may be informed by Viacom18 and/or respective recruiter companies through an email or such other mode as may be determined by Viacom18/recruiter companies at the time of selection for Phase 2. Such shortlisted participants may be required to give a telephonic interview to be determined mutually by Viacom18 and recruiter companies at their discretion.
- e. After such best video entries are shortlisted, the participants may be required to provide his/her scanned copies of attested mark-sheets and experience letters, copies of citizenship proof, identity proof, address proof and any other

document(s) as may be required by Viacom18 and recruiter companies. In the event any shortlisted participant's fail to submit such documentation as required within the given timeline as indicated by Viacom18, Viacom18 in mutual consultation with each Job Partner will be free to choose an alternate participant in place of such participants. No request shall be entertained by Viacom18 and/or Job Partner in this behalf.

- f. Each such shortlisted participants of Phase 2 shall then be eligible as final candidates for Phase 3 of the Program that involves group discussions and personal interview phase with respective Job Partner ("**Final Candidates**").

6. **PHASE 3 OF THE PROGRAM (THE GROUP DISCUSSIONS AND PERSONAL INTERVIEW):**

- a. Each such Final Candidates shortlisted and selected under Phase 2 shall become eligible for group discussions and personal interview by the hiring manager of the Job Partner.
- b. Based on the Job Partner for which the Final Candidates has been selected, the Final Candidates would be required to travel to the city of location of such Job Partner for group Discussions and/or personal interview. The dates and location(s) for the GDs/PIs shall be as decided by each such Job Partner and the same will be informed through various communication channels across media by Viacom18.
- c. Viacom18 shall be responsible to make arrangements for travel to and fro from the city of residence of the Final Candidates to the city where the Job Partner's office is located and stay, if required, of each such Final Candidates shortlisted and selected.
- d. Failure of the Final Candidates to report to such venue as may be informed by the Job Partner and/or Viacom18 at the date and time so mentioned for group discussions and personal interview and/or any delay in reporting shall automatically disqualify such Final Candidates from participating in the Phase 3 and Job Partner in consultation with Viacom18 may be free to select alternate candidate in place of such Final Candidate.

7. **FINALIST (SUMMER INTERNSHIP JOB):**

- a. The finalist eligible for summer internship offered on the Website shall be selected at sole discretion of the Job Partner based on the group discussions and personal interview of such Final Candidates with the hiring manager of each such Job Partner.
- b. Such finalist for each such job shall be announced on 15th March 2016 or such other date as may be determined by Viacom18.
- c. The said summer internship job shall commence from 1st April 2016 or such other date as may informed by the respective Job Partner to the finalists and each such finalist shall be eligible for a summer internship job with the selecting Job Partner for an approximate duration of 2 (two) to 4 (four) months as per the job description and further terms and conditions agreed between the finalists and the Job Partner during the group discussions and personal interview.
- d. At the end of the Program, there will be total 12 (twelve) finalist selected for each 12 recruiter companies for the summer internship job listed on the Website.
- e. Each such Finalists understands and agrees that the summer internship job is been offered by the recruiter companies directly and Viacom18 shall not be involved and/or responsible for terms and conditions, internal company policies with respect to such summer internship jobs including but not limited to hiring policies, retention, termination, duration of such internship, stipend/compensation for such internship, etc.

8. **OTHER TERMS:**

- a. Mere participation/registration for the Program Contest or being shortlisted to any phases as mentioned above does not entitle the Participants/Final Candidates/Finalists to become eligible for the summer internship job with the recruiter companies herein.
- b. Any Participants found manipulating or using any unfair means as considered at sole discretion of Viacom18 and each such recruiting companies shall be penalized and disqualified in the sole discretion of Viacom18 and recruiter companies without asserting any reasons whatsoever. No Participant shall associate themselves with any advertisers, brands or be

seen as promoting any product or brand and any Participant indulging in this shall be liable to be disqualified at the option of Viacom18 and Viacom18 shall also reserve its right to seek damages on account of the same. No Participant shall show MTV or Viacom18 or any of the recruiter companies and LinkedIn in bad light. Entries, posts and video entries shall be original and shall not be in breach of any third party rights. In the event any entries, posts and video entries are not original or are in breach of any third party rights, the Participant shall be responsible for indemnifying Viacom18 on account of any losses, damages, expenses, costs, loss of face and goodwill on account of the same. All posts, entries and video entries 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.

- c. All incidental costs, if any, that may arise from participating in the Program will be borne by the Participants alone except for what is expressly mentioned herein.
- d. Viacom18 and recruiter companies shall not be responsible in case of any network problem such as breakdown of machinery, poor network availability, disruption in the network, inconvenience/ hindrance caused, and/ or the cost of usage charged by the service provider or otherwise. Any dispute in connection to the same shall be settled between the Participant and the service provider without involving Viacom18 and/or recruiter companies.
- e. In the event there is a tie between two Participants as final candidate, then the same shall be resolved through a random draw or at discretion of such Job Partner. The selection process may vary and the Participants or any third party shall have no right to question the process of selection.
- f. Viacom18 reserves the right to cancel the prize/summer internship job and announce other participants in place of the originally announced participants/finalists, if:
 - i. the documents or details of the participants are not correct in the opinion of Viacom18 and/or Job Partner; or
 - ii. documents so required are incomplete, misleading or untrue; or
 - iii. the Finalist(s) do not sign the release form/agreement required by Job Partner and/or Viacom18; or
 - iv. if the Finalist(s) do not approach Viacom18 and/or Job Partner within such time frame of the Announcement as may be instructed; or
 - v. if the Finalist(s) do not comply with the requirements and instructions of Viacom18 and Job Partner; and
 - vi. for such other reasons as may be determined by Viacom18 and Job Partner at its sole discretion.
- g. It is in Viacom18's sole discretion to use/not use the entries and Finalists (s) shall not have the right to claim any damages or monies from Viacom18 and by participating in this Program the Participant(s) waive their right to make any such claims against Viacom18 and Job Partner whether or not credit is provided to the Participant and/or whether or not the entry content is used and whether or not the entry content is promoted by Viacom18.
- h. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, shall be payable by the Participants. In case the Participant(s) fail to comply with the applicable laws or pay the requisite taxes, costs, levies, charges, expenses, etc., if any, the Participant(s) shall indemnify Viacom18 of any losses, expenses, costs, actions, claims, etc. for the same.
- i. Participant(s) expressly agree that the opportunity to participate in this Program and opportunity to get a summer internship job is good, full, complete, total and valuable consideration for the rights assigned by the Participant(s) to Viacom18 herein, the receipt and sufficiency of which the Participant(s) hereby acknowledge.

9. REPRESENTATIONS AND WARRANTIES BY THE PARTICIPANTS:

The Participants **represent and warrant** the following:

- a. The participating content shall be suitable for presentation in a public forum, in sole determination of the Viacom18.
- b. The participating content shall not contain information known by the Participants to be false, inaccurate or misleading, of any nature.
- c. The participating content should not be obscene, vulgar, defaming, denigrating women, artist, celebrity or children, hurting religious sentiments, depicting violence or against the public policy of India or/and the internal policies of Viacom18 and recruiting companies.
- d. The participating content shall not contain any third party music.
- e. The participating content shall not contain content which violates any Indian or international law, statute, ordinance, regulation, rule, policy, guidelines, etc. (including, but not limited to, intellectual property rights, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising).

- f. The participating content shall not contain content that engages in, encourages, advocates, discusses with the intent to commit, or provides instructions for conduct that would constitute a criminal or civil offense or would otherwise violate any local or international law or rule.
- g. The participating content shall not promote or advertise any product(s), service(s) or brand(s).
- h. The participating content shall not contain material or content that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body.
- i. The participating content shall not contain material or content for which a Participant was compensated or granted any consideration by any other third party.
- j. The participating content shall not contain content that depicts alcohol, tobacco or narcotics.
- k. Participants understand that once the participating content has been submitted in terms of this Contest, all rights (including intellectual property rights) in and to the participating content shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of the Viacom18.

10. GENERAL RULES

- a. Participation in this Program implies acceptance and compliance of all the Terms & Conditions of the Program, policies of Viacom18 and recruiter companies.
- b. By entering the Program, the Participants represent, acknowledge and warrant that they are in compliance with all applicable laws in India.
- c. By participating in the Program the Participants agree to be bound by any rules, regulations, guidelines or policies ("Rules") associated with the Program and agree to be bound by any decisions made by the Viacom18 and recruiter companies, including any interpretations of such Rules by Viacom18. All Rules form an integral part of these Terms & Conditions.
- d. The Participants hereby agree and undertake that mere announcement/declaration of being announced as shortlisted participants, final candidates, finalists, shall not entitle them to the summer internship job. Only upon complying with all Rules mentioned herein, to the satisfaction of Viacom18 and Job Partner, shall the summer internship job be validated.
- e. The Participants acknowledge that they do not have any medical/physical/emotional condition which can jeopardize their eligibility for participation in the Program and summer internship job.
- f. The Participant understands the vulnerability of social networking sites, the risk of uploading the content on the Website and exploitation of the content for nefarious purposes by others.
- g. Viacom18 shall not in any manner be responsible and/or liable for sharing, editing, morphing, digital alteration, manipulation, identity theft and/or unethical exploitation of a Participant's content.
- h. Participants/Finalist(s) expressly acknowledge that the names, marks, logos, brands and trademarks of Viacom18 and Job Partner are the sole and exclusive property of Viacom18, are well-known by the general public, are associated in the public mind with Viacom18, and Viacom18 has acquired considerable and valuable goodwill in and to its trademarks. Participants shall not obtain any right, title or interest in the foregoing by virtue of Participants participation in this Program.
- i. For the purpose of this Program, a Participant is required to submit personally identifiable information which shall include without limitation name, complete address, date of birth, citizenship details, email id, telephone numbers, etc. of the Participants ("Personal Information"). If Participants do not truthfully provide all requested Personal Information, Viacom18 and recruiter companies may determine that such Participants are not eligible to for the Program.
- j. The Personal Information of the Participant(s) shall be provided by Viacom18 to others including LinkedIn and recruiter companies associated with Viacom18 in this regard, including its affiliates, associates, authorities, agents, sponsors, employees, developers, distributors, deliverers and service providers (as applicable).
- k. The summer internship job shall not be transferable/ redeemable for cash. No request shall be entertained by Viacom18 and recruiter companies in this behalf.
- l. Employees or relatives of Viacom18, LinkedIn and the recruiter companies and/or their associate and affiliate companies/concerns will not be entitled to participate in the Program.
- m. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Program. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom18 shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
- n. The decision of the recruiter companies in connection with selection of the Finalists for the summer internship job under the Program shall be final, binding and will be non-contestable.

- o. The Participant(s)/Finalist(s) shall be intimated directly in any manner, as deemed fit by Viacom18. Viacom18 shall not entertain any questions, correspondence, enquiries on the manner of conduct of the Program and grant of the summer internship by recruiter companies from any party whatsoever.
- p. The cost of travel (if any required) in terms of this Program including travel undertaken to sign the release form and such other documents as may be required by Viacom18 and recruiter companies, shall be borne solely by the Participants and no monies will be reimbursed nor can be claimed by the Participants from Viacom18 and recruiter companies, apart from what is expressly provided for herein.
- q. The Participant(s) acknowledge that Viacom18 shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to them, either before, during or after the Program; and the same shall not be attributed to Viacom18 and Viacom18 shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
- r. The Participants/Finalist(s) acknowledge that he/she will not hold Viacom18, LinkedIn, any recruiter companies and/ or any of its affiliates or agencies engaged by them with regard to this Program liable for any loss or opportunity and/ or monetary loss due to their participation in the Program.
- s. Viacom18 is not responsible for any errors or omissions in the terms and conditions contained herein. All information provided in the Program and terms and conditions herein is provided 'as is' without warranty of any kind. Viacom18 makes no representations and disclaims all express, implied and statutory warranties of any kind to the Participants and/ or any third party including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.
- t. In the event of unforeseen circumstances beyond the control of Viacom18, and the summer internship job not being made available to the Finalist(s), the Finalist(s) shall not have the right to claim any damages or monies from Viacom18 and by participating in this Program the Participant(s)/Finalist(s) waive their right to make any claims against Viacom18.
- u. If the Participants are found to be causing any disturbance, disruption or nuisance in relation to the Program then Viacom18 shall have the right to immediately disqualify such Participants. Any claim/damage for the same will neither be entertained nor compensated by Viacom18.
- v. Under no circumstance, shall Viacom18 and/ or its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives, be liable to the Participants and/ or Finalist(s) and/ or any third party, for any lost profits or lost opportunities, indirect, special, consequential, incidental, or punitive damages whatsoever, even if Viacom18 has been advised of the possibility of such damages. The Participants(s) specifically agree not to file in person and/ or through any family member and/ or through any third party any applications, criminal and/ or civil proceedings in any courts or forum within India or outside, against Viacom18, its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives, to claim any damages or relief in connection with the Program.
- w. Participant(s)/Finalist(s) undertake to indemnify and shall keep indemnified and hold harmless, Viacom18, its parent, affiliates, associates and group entities, and their respective directors, officers, employees and representatives from and against any and all claims, demands, damages, losses, liabilities, costs and expenses arising out of or caused by the breach or alleged breach (if alleged by any third party and/ or the Organizer) of any representation, warranty, covenant or undertaking made by Participant(s). Viacom18 shall not be responsible to indemnify Participant(s) for any reason or breach whatsoever.
- x. Viacom18 shall not be liable for claims, damages, losses or actions arising from the acts or omissions of Participants and Winner(s) selected for internship with respective Job Partners. Such Participants and Winner(s) hereby understands and acknowledges that under no circumstance, shall Viacom18 and/ or its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives, be liable to the Participants and/ or Finalist(s) and/ or any third party, for any lost profits or lost opportunities, indirect, special, consequential, incidental, or punitive damages whatsoever, even if Viacom18 has been advised of the possibility of such damages. The Participants(s) specifically agree not to file in person and/ or through any family member and/ or through any third party any applications, criminal and/ or civil proceedings in any courts or forum within India or outside, against Viacom18, its parent, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives, to claim any damages or relief in connection with the Program or withdrawal of the Program or inability to offer the summer internship jobs.
- y. The Participant grants Viacom18 irrevocable consent in perpetuity to the use his/ her name, photographs, audio-visuals in connection with the Program, 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 Participants further knowledge or consent.
- z. Participation in this Program implies acceptance of all the Terms & Conditions of the Program. Participation in this Program constitutes permission for Viacom18 and its affiliates to shoot videos, click photographs, etc. of the

Participant(s) and use the Participant's name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

- aa. All entries shall become the property of Viacom18.
- bb. In case of any dispute or difference in respect of this Program, the decision of Viacom18 shall be final and binding on all concerned.
- cc. It is the Participants' responsibility to ensure that their Personal Information is always updated and accurate in order to be able to receive the gratification/ notification in time.
- dd. Viacom18 may at anytime, at its discretion, change these Terms & Conditions and/or the Rules mentioned herein, without prior notice, and the Participant acknowledges that he/she shall be bound by such changes.
- ee. Viacom18 reserves the right to terminate, alter, change, modify, curtail or extend this Program, and its Terms & Conditions, at any time at its absolute discretion, without assigning any reason whatsoever and without any prior notice.
- ff. 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.
- gg. No waiver of any rights by the Organizer will be taken as a waiver of any other rights it may have. For instance, if Viacom18 waives its right to object to a particular breach of these Terms & Conditions by a Participant, it does not prevent Viacom18 from objecting to any other breaches by that Participant or any other Participant.
- hh. The Program shall be subject to the exclusive jurisdiction of competent Courts at Mumbai and the law applicable shall be Indian Law.