

TERMS AND CONDITIONS – MTV ROADIES BATTLEGROUND 8 (“Contest”)

1. This online Contest is organized by **Viacom 18 Media Private Ltd.** (hereinafter referred to as "**Organizer(s)**" and/or "**Viacom18**").
2. **MTV ROADIES BATTLEGROUND 8** ("Contest") is organized in India by Viacom18 for selection of participants for the **thirteenth season** of the reality show "MTV Roadies X4" ("**Program**") which is proposed to be produced by the Organizer and provides a platform to people with special talents to showcase the skills through the website <http://www.mtvindia.com/rbg> ("**Website**") and channel 'MTV' in India. This is a user generated Contest that will culminate in one (1) individual being selected on to the Program.
3. The Participants understand that the Program requires mentally and physically strong Participants to participate in various tasks as may be instructed by the Organizers from time to time during the Contest. Only those applicants who are ready for such challenges and have the psychological strength to withstand the risks and efforts involved in the tasks are advised to apply. Those applicants who are selected as per absolute discretion of the Organizers after registration levels and further screening shall have a chance to participate along with other casted participants, if any.
4. Shortlisted Participant shall compete with each other by means of an online Contest.
5. **ELIGIBILITY:** The Contest is open to all participants who are:
 - (i) above age of 18 years;
 - (ii) followers of facebook page of official MTV India;
 - (iii) have a valid facebook account and registered youtube channel;
 - (iv) Each Participant shall have in his/ her possession one of the valid legal document as mentioned below to prove his/her age:
 - a. Driving license;
 - b. Voters identity card;
 - c. School leaving certificate;
 - d. Birth certificate;
 - e. Ration card or
 - f. Passport
 - (v) Each male Participant shall have a valid 4 wheeler driving license in order to participate in Program and the expiry date of such driving license should not be less than 12 (twelve) months from the date of application/registration. Such selected Participant shall be required to carry a self-attested photocopy of his/her valid driving license along with the duly filled registration form and such other documentations as may be required by Viacom18 from time to time.
 - (vi) Participants shall be required to register in a group of maximum 2 (two) participants, out of which necessarily 1 (one) should be male and 1 (one) should be female participants. The Participants understands that for the phase 1 (registration and Call for Entries) solo entries with individual participant will be considered invalid entry and shall be disqualified. However once the first set of Participants are shortlisted, such shortlisted Participants may be required to participate either individually or as a team to be determined at the sole discretion of Viacom18.
6. **CONTEST DURATION:** The Contest shall commence from 30th November, 2015 at 6:00 pm and shall conclude on 30th January, 2016 at 6:00pm or on such date and time as decided by the Organizer ("**Contest Period**"). The Contest shall be divided in 2 (two) phases wherein each phase shall have their timelines and mechanism of participation for next levels and any entries received after the timelines for each phase for the Contest shall not be entertained and shall be considered ineligible for the Contest.
7. **Call For Entry:**
 - a. To participate in the Contest, an applicant needs to register themselves by log into the Website (<http://www.mtvindia.com/rbg>) by choosing any of the mechanisms mentioned below and each such applicant shall be subject to requirements and rules of each such mechanisms;
 - b. The Call For Entry Phase 1 shall commence from 30th November, 2015 or such other date as may be indicated by the Organizer at 6pm ("**Start Date for the Phase 1**") and shall end on 20th December, 2015 at 8pm or such other date as may be determined by the Organiser ("**End Date for Phase 1**").
 - c. For registration under Phase 1 of the Contest Call for entry, Participants shall be required to participate in team of two with complete personal details as may be required as per form available on the Website and submit a video introducing themselves alongwith a first task video announced by the organiser. Both the participants in a team shall be required to be part of said video entry and

such video shall be for maximum duration of 2 (two) to 5 (five) minutes. Participants shall be required to upload the said video on their valid youtube channel and shall after uploading this video on their youtube channel shall be required to share it with us by sharing their youtube link along with some basic details as per the instructions provided on the Website.

- d. The Participant(s) will not be charged for login to the Website to register and participate on the Website, however, there can be cost levied, at the applicable rate, by the network provider for using internet connection which should be checked by the Participant (s) at his/her sole responsibility.
- e. Entries submitted by a Participant as per any Mechanism provided above shall be original unpublished work created by the Participant and that it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party and subject to point 10 (Other Terms) and point 11 (Representation and Warranties) below.
- f. Entries submitted by a Participant which are adjudged the best content/entry by the Organizer, will be shortlisted for next phase and the Participant submitting the entry shall be adjudged the "**Shortlisted Participants**" for Phase 2 of the Contest.
- g. The Organizer shall select and shortlist **20 (twenty) Shortlisted Participants** who shall be eligible for participation in the Phase 2 of the Contest, subject to the Terms & Conditions imposed by the Organizer.
- h. The Organizer shall announce these Shortlisted Participants on **21st December 2015** or such other date as may be indicated by the Organizer after 12:00pm who shall be informed via any mode as may be deemed appropriate by Viacom18 at its discretion. Along with announcement of such Shortlisted Participants Organizer shall be announcing the challenge task video to participate in 1st Challenge Task of the Contest.
- i. The Organizers may determine the correctness, quality, validity, creativeness and appropriateness of the entries/content in their sole discretion based on the entries/content. The selection process may vary and shall be as per the Organizer's sole discretion. The Participants or any third party shall have no right to question the process of selection.

8. First Challenge Task for Shortlisted Participants:

- a. The Shortlisted Participants shall be eligible to participate in the 2nd phase of the Contest (First Challenge Task) by performing the challenge tasks as may be announced by the Organizers and tasks shall submitted in form of video entries as per instructions of Organizer from time to time and such 20 Shortlisted Participants may be required to participate individually or as a team as may be announced by the Organizer from time to time.
- b. First challenge task shall be announced on **21st December, 2015** or such other date as may be indicated by the Organizer and shall be required to be submitted latest by **28th December, 2015** or such other date as may be indicated by the Organizer. .
- c. In order to be selected for the next phase, the entries shall be selected based on 50% of public voting and 50% jury discretion as per the best content/entry to be determined at sole discretion of jury selected by Viacom18. Every task video entry submitted by each Shortlisted Participant shall available for public on the Website for voting by clicking on the vote tab next to such video entry and following all instructions provided therein.
- d. Out of the total 20 (twenty) Shortlisted Participants, **10 (ten) entries** will be selected for next phase as per the selection mechanism described above.
- e. Such 10 (ten) selected entries shall be announced on **28th December 2015** along with the next challenge task video of the Contest.

9. Second Challenge Task for Shortlisted Participants:

- a. Second challenge task shall be announced on **28th December, 2015** or such other date as may be indicated by the Organizer and shall be required to be submitted latest by **4th January, 2016** or such other date as may be indicated by the Organizer.
- b. In order to be selected for the next phase, the entries shall be selected based on 50% of public voting and 50% jury discretion as per the best content/entry to be determined at sole discretion of jury selected by Viacom18. Every task video entry submitted by each Shortlisted Participant shall available for public on the Website for voting by clicking on the vote tab next to such video entry and following all instructions provided therein.
- c. Out of the total 10 (ten) Shortlisted Participants, **5 (five) final entries** will be selected for last phase as per the selection mechanism described above.
- d. Such 5 (five) selected entries shall be announced on **11th January 2016..**

10. On-ground finale of the Contest:

- a. Finale challenge task shall be announced on **11th January, 2016** or such other date as may be indicated by the Organizer which shall be on-ground challenge.
- b. For the purpose of such finale challenge task which shall be an on-ground task each of such 5 (five) final selected participants, if not from Mumbai, may be required to travel to Mumbai. In the event such Participants are required to travel to Mumbai, Organizer shall arrange the flights (economy

- flight tickets or such other flight tickets as may be available, round trip to and from Mumbai) as may be determined by the Organizers at its sole discretion including the breakfast, lunch and dinner.
- c. Such on-ground challenge may take place either on **11th January, 2016 or 30th January 2016** or such other date as may be announced by the Organizer.
 - d. Out of the total 5 (five) Shortlisted final Participants, **1 (One) Participant** will be selected as winner of the Contest (“**Winner**”) and such Winner shall be announced on the day of final on-ground challenge day.
 - e. The cost of medical insurance, travelling and accommodation expenses incurred to board the flight or reach the location informed by Organizer, ground transportation at any destination(s), food and beverages, and any other costs and expenses not specifically covered and set out herein shall be solely borne by the finale Participants and no monies will be reimbursed by the Organizer. For the purpose of clarification and avoidance of doubt, any personal expenses of each such Participant shall not be included and the Participant shall be solely responsible for any additional expenses/incidental expenses required to be incurred to participate in the finale challenge task and/or incurred otherwise. Each such finale Participant expressly agree that in addition to these terms and conditions each such Participant shall comply with any terms and conditions that may be stipulated by the Organizer and/or its parent, subsidiary, and affiliate companies in relation to the visit for finale challenge task, any airline carrier regulations, and hotel policies.
- 11.** At every phase the audience too will be given a chance to compete with the wildcard entry slot. The Participant represents, warrants and agrees that no video/s / image/s of any kind uploaded on <http://mtvindia.com/rbg> will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material and the Participant shall indemnify and hold the Organizers, 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 picture/s / video/s uploaded on the Website by the Participant.
- 12. PRIZE:**
- a. The Winner announced at the date of announcement of the on-ground challenge task of the Contest will get 1 (one) time opportunity to participate in the Program subject to terms and conditions, rules decided and instructed by Organizers and Sponsors
 - b. Such Winner shall be required to approach the Organizer, in a manner, determined by the Organizer, within 24 hours of announcement and confirm the acceptance of the Prize along with providing requisite details, copy of citizenship proof, identity proof and address proof, copy of valid passport, driving license etc. as may be required by the Organizer.
 - c. Such Winner shall necessarily be required to be (i) above 18 (eighteen) years of age and meet any other requirements stipulated by the Organizer and as per requisite laws. Such Winner shall also be required to sign a release letter in the format required by the Organizer and any confidentiality and release agreement and/or any other documents and writings, as may be required by the Organizer and/or its parent, subsidiary, and affiliate companies in relation to the Prize. The Organizer may cancel the Prize and announce another Winner in place of the originally announced Winner, if:
 - i) the documents or details of the Winner are not correct in the opinion of the Organizer; or
 - ii) documents so required are incomplete, misleading or untrue; or
 - iii) the Winner do not sign the confidentiality, release letter or any other documents required, if any, by Organizer and/or Sponsor in relation to the Prize, as applicable; or
 - iv) if the Winner do not approach the Organizer within 24 hours of the announcement of the Prize.
 - d. Such Winner expressly agrees that in addition to these terms and conditions stipulated herein, such Winner shall comply with any terms and conditions that may be stipulated by the organizer and/or its parent, subsidiary, and affiliate companies and Sponsor in relation to the Prize.
 - e. In the event of unforeseen circumstances beyond the control of the Organizer, and the Prize not being made available to the Winner or the Program being cancelled, such Winner expressly agrees that he/she or any third person shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest such Winner waives his/her right to make any such claims against the Organizer.
 - f. The final participation in the Program shall be subject to the Participant being selected and the execution of a written agreement with the Organizer or such third party engaged by the Organizer of the Program.

- g. The gratification/prize for the eligible winner shall be at the discretion of the Organizer and the prize shall be participation in the Program.

13. OTHER TERMS:

- a. All registrations shall be subject to completion of the procedures by the Participant 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 Participant to the Contest or the Program may be terminated immediately by the Organizer.
- b. Apart from the registrations, the Organizer may at its discretion provide a chance for entry to the Contest/ Program for unregistered people also.
- c. All costs incurred by the Participant including but not limited to production, traveling, accommodation or food and the arrangements for the same shall be the responsibility of the Participant and no claims for the same shall be made against the Organizer.
- d. All Participants 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 Participant 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 Program.
- e. The decision of the Organizer in connection with the Contest and the Program including but not limited to short listing the Participants will be final and binding and is non-contestable. The short listing process of the Participants shall include but not be limited to their qualities like presence of mind, physical fitness, attitude etc. and such filtering and selection process shall be the sole and absolute discretion of the Organizer as per their creative requirement for the Program. The Participant shall not question such process. In case of any dispute or difference in respect of this Contest, the decision of the Organizer shall be final and binding on all concerned.
- f. The Organizer shall shortlist Participants after the Contest as required out of which only a limited number of Participants shall be selected for further selection processes and/or final participation in the Program. Even after final selection for the Program, the Organizer shall have the absolute right to replace any of the Participants as per their discretion and creative requirement.
- g. Each short listed Participant shall enter into a full form agreement with the Organizer and in case of failure to enter into such agreement; the Organizer shall replace the Participant.
- h. The short listed Participants shall be intimidated by the Organizer directly by any personal medium as per the details on record with the Organizer. The Organizer shall not entertain any questions, correspondence, and enquiries on the manner of conduct of the Contest from any person whatsoever.
- i. The Participants shall at all times shall keep confidential the selection process and all details regarding the Program which he might be informed of or which he might learn or come to know of as a Participant in the Contest or as a short listed potential candidate. The Participant shall at no time communicate to any third person or the media or give any interviews on his/her participation in the Contest 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.
- j. The Participant(s) hereby agrees and confirms that he/she is not under any exclusive or other contracts whereby their participation or selection, as per Viacom18's requirements, maybe jeopardized.
- k. The Participants shall ensure that the entries submitted by a Participant as per point 6(c) above shall be original unpublished work created by the Participant and that it shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party and subject to Representation and Warranties below.
- l. Mere participation in the Contest or being shortlisted to the next level does not entitle the Participants to win the Contest or be eligible to participate in the next level or win the Prize.
- m. Any Participating Teams or members thereof found manipulating scores/points using any means considered unfair by the Organizer shall be penalized or disqualified in the sole discretion of the Organizer. No Participating Team or participants shall associate themselves with any advertisers, brands or be seen as promoting any product or brand and any Participating Teams or 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 Participating Team or participant shall show MTV or Viacom18 or any of the Sponsors in bad light. Entries and Posts shall be original and shall not be in breach of any third party rights. In the event any Entries and Posts are not original or are in breach of any third party rights, the Participant and each member of the Participating Team as may be applicable, 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 and 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.
- n. All incidental costs, if any, that may arise from participating in the Contest will be borne by the Participant.
 - o. The Organizers 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 Organizers.
 - p. In the event there is a tie between two Participants as Shortlisted Participants or as the final Winner, 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 Participants or any third party shall have no right to question the process of selection.
 - q. It is in Organizer's sole discretion to use/not use the entries and the Participant(s) shall not have the right to claim any damages or monies from Organizer and by participating in this Contest the Participant(s) waive their right to make any such claims against the Organizer whether or not credit is provided to the Winner(s) and/or whether or not the entry content is used and whether or not the entry content is promoted by the Organizer.
 - r. Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, shall be payable individually by each member of the Winning Team. In case any member of the Winning Team fail to comply with the applicable laws or pay the requisite taxes, costs, levies, charges, expenses, etc., if any, such member shall indemnify the Organizer of any losses, expenses, costs, actions, claims, etc. for the same.
 - s. Winner expressly agree that the Prize is good, full, complete, total and valuable consideration for the rights assigned by the Winner to the Organizer herein, the receipt and sufficiency of which such Winner hereby acknowledge.
 - t. The Participant(s) understand that the Participant(s) are relying upon the foregoing representations and warranties, grants of rights and licenses, and releases in permitting the Participant(s) to submit the entries. The Participant(s) acknowledge that they shall not terminate or rescind the grants of rights and licenses and/or the releases contained herein.
 - u. Each Participant understand that the vote under any task for each phase will be deemed to have been casted and has received an acknowledgment of receipt of his/her vote shall be considered for counting only when such vote reaches the server of the concerned internet operator. Any unclear/incorrect/incomplete vote, including absence of valid user and e-mail id, incomplete vote, shall be considered invalid vote and deemed null and void.
 - v. Neither Viacom18 nor the Channel shall be responsible in case of any kind of network problem, technical failure whatsoever and/or the data charges/costs charged by the network operator(s) and/or any other problems which may occur due to the failure of the mechanism or misuse of the mechanism or any kind of problems in connection thereto. Any dispute in connection to the same should be settled directly between the viewer/subscriber and the operator(s) without involving Viacom18 and/or the Channel in any manner.
 - w. Neither Viacom18 nor the Channel shall be responsible for any unauthorized access to user data and/or for any compromise on private / confidential user related, or any other data, including but not limiting to user ids, email address, names, or any other user related details.
 - x. Upon the viewer's voting for the favorite Shortlisted Participant, the user and email id or phone number from which the viewer(s) has voted during the timelines would get registered with the respective network provider(s) who will collate the total number of votes received for each Shortlisted Participants and send the same to Viacom18.
 - y. Viacom18 shall have the sole discretion to bring any Participant in the Program/Contest as a wild card entry for participation in the further rounds of the Program/Contest, if any and thereafter such wild card entry shall be subject to all terms and conditions stated herein and as may be informed from time to time. In no event shall the Participant or the viewer(s) dispute the decision made by Viacom18 and/or the Channel in this regard.
 - z. The elimination of the Participant/Participating Team and/or the decisions made by Jury/judges of the Contest, Organiser and/or the Channel shall be final and binding and in no event shall the viewer(s)/Participating Team/Participants dispute the decision made by the Jury/judges of the Contest, Organiser and/or the Channel.
 - aa. Each Shortlisted Participants understands and hereby agrees that each task/activities performed by each such Shortlisted Participants during the Contest ("Content") shall be recorded and may be broadcasted by Viacom18 and/or the Channel as a part of the Program and in consideration of the Prize and opportunity given to each Shortlisted Participant to become part of the Program by the Organizer as mentioned above, each such Shortlisted Participant(s) assign to Organizer, its parent companies, affiliates, brands, subsidiaries, successors, licensees and agents and such third parties

- that they designate or license the content or entries/recorded performances during Phase 3 of the Program from time-to-time (all of the foregoing, the "Licensed Entities") an exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sub-licensable and transferable right and license to use, assign, issue copies, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, transmit, display, communicate to the public, perform, sell, license, sub-license, assign, and exploit (commercially or otherwise) such Content, in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from each such Shortlisted Participant(s). Without limitation of the foregoing, submission of Content constitutes the agreement from the Shortlisted Participant(s) that the Licensed Entities have absolute rights (but are not obligated) to broadcast the Content or any part thereof on any platform whatsoever, (whether now existing or launched in the future) and for any purposes whatsoever, and to reproduce, adapt and distribute the Content in all media whether now known or later developed. Nothing contained in Section 19(4) of the Copyright Act, 1957 shall apply to the assignment granted herein. Shortlisted Participant(s) expressly agree that the Prize is good, full, complete, total and valuable consideration for the rights assigned by the Shortlisted Participant (s) to the Organizer herein, the receipt and sufficiency of which the Shortlisted Participant(s) hereby acknowledge.
- bb. Without limitation of the foregoing, in no event will the Shortlisted Participant(s) be entitled to, and the Shortlisted Participant(s) shall waive any right to, enjoin, restrain or interfere with:
- i. use and exploitation of such Content as permitted hereunder; or
 - ii. the exploitation of any of the Licensed Entities' rights hereunder.

cc. The Shortlisted Participant(s) understand that the Organizers are relying upon the foregoing representations and warranties, grants of rights and licenses, and releases in permitting the Shortlisted Participant(s) to submit Content. The Shortlisted Participant(s) acknowledge that they shall not terminate or rescind the grants of rights and licenses and/or the releases contained herein.

14. REPRESENTATIONS AND WARRANTIES BY THE PARTICIPANTS: The Participants **represent and warrant** the following:

- a. The entries shall be suitable for presentation in a public forum, in sole determination of the Organizer.
- b. The entries shall not contain information known by the Participants to be false, inaccurate or misleading, of any nature.
- c. The entries 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 the Organizer.
- d. The entries shall not contain content that could be construed as defamatory, libelous, or slanderous.
- e. The entries shall not contain content which infringes any third party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, and/or any other applicable personal or proprietary rights.
- f. The entries shall not contain any third party music.
- g. The entries 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).
- h. The entries 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.
- i. The entries shall not promote or advertise any product(s), service(s) or brand(s).
- j. The entries 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.
- k. The entries shall not contain material or content for which a Participant was compensated or granted any consideration by any other third party.
- l. The entries shall not contain content that depicts alcohol, tobacco or narcotics.
- m. Participants understand that once the entries 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.

15. GENERAL RULES

- a. 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.
- b. 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 own wish to participate in the Show and is willing to bear all risk, costs & consequences arising from such participation in the Show.
- c. The Applicant represents that he/she is medically fit and do not have present or past psychological problems. If in the past he/she has had any psychological problems or physically challenges or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems the same has been disclosed to the Organizers in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Audition and/or the Show.
- d. The Applicant represents that 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. That the Applicant is not required to be present before any authority including police or any court of law for a term of twelve (12) months from the date of application and has no other disability which would prevent his/her participation in the Audition or the Show (if selected).
- e. Employees of the Organizer and/or their associate and affiliate companies/the respective contest sponsor on MTV, will not be qualified for the participation in the Audition and requested not to register.
- f. The registration does not guarantee the selection or participation of the Applicant in the Audition and such selection shall be as per the sole discretion of Organizer, availability of time and venue. The Application shall not and waives any right to question the selection process, non-selection of the application and/or the selection of any other applicant.
- g. The number of Applicants to be selected shall be the sole discretion of the Organizer.
- h. In the event of large number of registrations, the chance to be Auditioned shall be strictly on a first come first basis till closure of the Audition time. No further requests for Audition shall be entertained by the Organizer. The Organizer reserves its right to change the time of the Auditions as per its discretion at any point of time.
- i. The final participation in the Show shall be subject to the Applicant being selected in the live Audition and the execution of a written agreement with the producer of the Show.
- j. The Applicant shall not be eligible for any prize or cash for participation in the Audition or the Show.
- k. The participation at the Audition or the Show by the selected Applicants shall not be obscene, vulgar, have racial or religious connotations.
- l. Organizer shall have the sole discretion to discontinue/cancel the Audition and/ the Show at any point of time and the Applicant shall not raise any claim due to such discontinuation or cancellation.
- m. Taking part in the registration process shall be deemed to be consent by the Applicant to receive promotional messages about the shows and programs of the Organizer and messages relating to the Show from the Organizer or any third party so authorized by the Organizer.
- n. In the event of any violation to the aforementioned or in case it comes to the knowledge of the Organizers that the details submitted by the Applicant in the application are not correct, the Applicant shall immediately be disqualified from being considered to be a Participant for the Auditions and shall solely remain liable for any action (criminal/civil) arising there from.
- o. The Applicant hereby agrees to indemnify the Organizers against any claims that might arise from their actions or omissions or arising from any representations, misrepresentations or concealment of material facts.
- p. All Applicants/Participants shall maintain the decorum of the Audition venue and shall abide by the rules and regulations thereof. Further the instructions of the Organizers shall be adhered to strictly. Any Applicant/Participant who acts in contravention to the instructions of the Organizers or creating nuisance either to the Organizers or the other Applicants shall immediately be disqualified from participating in the Auditions and shall be escorted outside the Audition venue.
- q. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Audition, at any time at their own discretion and without any prior notice and without assigning any reason.
- r. The decision of the Organizers in connection with the Audition will be final and binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Organizers shall be final and binding on all concerned.

- s. The selected Applicants shall be intimidated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, and enquiries on the manner of conduct of the Audition from any person whatsoever.
- t. Apart from the entitlement to be part of the television reality show "MTV Roadies X4" subject to selection and written indication by the Organizers to such Applicant, the Applicant or his/her legal heirs will have no other rights or claims against the Organizers.
- u. The Organizer shall not be liable for any loss, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Applicant during his/her participation in the Audition or the Show.
- v. The Organizer will also not be liable for any loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the audition or the Show, if selected.
- w. The Applicant understands that getting shortlisted in the Audition is only a preliminary step towards participation in the Show and it shall be the absolute and sole discretion of the Organizers and Viacom18 to allow participation based on creative requirements and the Applicant acknowledges this right of Organizer without any dispute or claim.
- x. The Organizer shall shortlist Applicants/Participants after the auditions at all venues as required out of which only a limited number of participants shall be selected for further selection processes and/or final participation in the Show. Even after final selection for the Show, the Organizer shall have the absolute right to replace any of the Participants as per their discretion and creative requirement.
- y. The Audition and the participation in the Show shall be subject to jurisdiction of competent court/s at Mumbai alone.
- z. All Applicants shall have to carry a copy of a document identifying him/her as the citizen of India or any other national and valid proof of his/her permanent and current address and age.
- aa. All Applicants shall have to carry a copy of their driving license and passport in order to be eligible to participate in the Audition and participation in the Show.
- bb. All Applicants shall not be legally barred from traveling to any such places as may be required as a part of the participation in the Show nor should have any criminal records or such other issues hampering participation in the Show and undertakes to declare the same at the time of audition and participation in the Show, if selected, and hereby agrees that the Organizer shall have sole authority at its discretion to disqualify any applicant from the audition or participation in the Show at any point of the Show.
- cc. 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. The Organizer shall not be liable for any failure of receipt or incomplete registrations. The Applicant shall retain the registration code, if any, duly completed registration form and provide the same on demand at the Audition venue along with necessary identity documents and proof of age. The Organizer may disallow entry to the Audition in the event the Applicant is not able to provide/produce the registration code, if any, duly completed registration form or the documents as required. On verification, if any of these documents are not found to be in order, the participation of the Applicant/Participant to the Audition or the Show may be terminated immediately by the Organizer.
- dd. Apart from the registrations, the Organizer may at its discretion provide a chance for entry to the Audition for unregistered people also including but not limited to a foreign nationals provided all the terms and conditions are duly complied with. Any foreign national participating in the Show shall be required to procure all required permissions such as work permits, visas, statutory registration documents etc from relevant authorities as may be required to enable them to legally participate in the Show. The Organizer shall have right to disqualify such Participant at any time during the Show in the event the documents, details of the Participants are not correct or the documents so required are incomplete, misleading or untrue or such other reasons which the Organizer deems fit in its sole opinion.
- ee. Participation in this Audition implies acceptance, without protest, of all the rules set forth by the Organizer for the Audition and the Terms and Conditions herein contained. Acceptance of the Terms and Conditions by the Applicant irrespective of such participation leading to final selection or not, constitutes permission for Organizer, and its affiliates to click photographs, record videos of the Applicant and use the Applicant'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.
- ff. On request of the Organizer, the Participant shall also make arrangements for the Organizer to have access to his/her residence, work place, favorite hangouts, pets etc. and obtain necessary permissions from his/her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.

- gg. Any photographs, videos etc. submitted to the Organizers or recorded by the Organizer during the Audition or registration procedure shall on submission/creation become the property of the Organizers and shall be available to the Organizers for exploitation throughout the world in perpetuity. The Applicant shall ensure that the photos or videos submitted by him/her in any public domain or their performances are not obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person.
- hh. The Applicant expressly agrees that in addition to these terms and conditions the Applicant shall comply with any terms and conditions that may be stipulated by Viacom18 and/or its parent, subsidiary, and affiliate companies in relation to the Audition and Show and any other rules, regulations, policies, etc.
- ii. In the event of any violation to the aforementioned, the Applicant shall immediately be disqualified from taking part in the Auditions and shall solely remain liable for any action (criminal/civil) arising therefrom.
- jj. The Applicant hereby represents and warrants that he/she will comply with all the rules associated with the Audition and Show including but not limited to the Terms & Conditions mentioned herein and associated with the Audition and Show, and that the Applicant shall personally be liable for any breach thereto.
- kk. In the event of unforeseen circumstances beyond the control of the Organizer, and the Prize not being made available to the Winner, or the meeting being cancelled, the Winner shall not have the right to claim any damages or monies from the Organizer and by participating in this Contest the Winner waives his/her right to make any such claims against the Organizer.
- ll. Under no circumstance, unless due to willful misconduct or gross negligence, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Applicant/Participant 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/Participant 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 Audition/Show.
- mm. The Applicant/Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the Audition, 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/Participants further knowledge or consent.
- nn. The Applicant/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 Audition. Any knowledge of such an act shall lead to immediate disqualification of such Applicant/Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
- oo. The Applicant/Participant hereby agrees to fully indemnify the Organizers against any claims for expenses, damages, or any other payments of any kind, including but not limited to that arising from his/her actions or omissions while participating in the Audition or the Show or arising from any representations, misrepresentations or concealment of material facts.
- pp. This terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and courts of Mumbai, India shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this terms and conditions.

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