

**TERMS AND CONDITIONS FOR SUBMISSION OF APPLICATION/REGISTRATION TO PARTICIPATE IN AUDITION FOR SELECTION OF PARTICIPANTS IN "BIGG BOSS - 10" ("Auditions").**

Viacom18 Media Private Limited (hereinafter referred to as "**Organizer(s)**")/"Viacom18") has acquired the license to produce and broadcast in India and abroad the television series provisionally entitled "**Big Brother/ Bigg Boss-Season 10**" ("**Programme**" or "**Program**" / "**Show**") based on the format based show viz. "Big Brother" owned by Endemol Shine Group B.V. (the "Format").

The Program involves filming the daily interaction within a group of people i.e., the participants as chosen and finalised by Viacom18 for the Programme during the period as decided by Viacom18 (as per its sole discretion) living in a house situated in restricted surroundings in an area isolated and completely cut off from the outside world and specially constructed for the Programme ("**the House**"), which group of people shall be as self-sufficient as possible with no or minimal privacy from the outside world and being on camera 24 hours during the period of their stay in the House and the appearance/participation being broadcast, which includes live relay, by all means including television.

Viacom18 is conducting the Audition for selection of participants for participation in the Program and is open for all Indian citizens residing in India and who are 18 years and above ("**Applicant**" or "**Participant**").

By visiting this website "[www.colorstv.com/biggbosstry](http://www.colorstv.com/biggbosstry)" ("**Website**") and upon submitting your video (as mentioned hereinafter) and recent photograph on this Website in accordance with the requirements and criteria as laid down for the Auditions herein, the Participant agrees to have read and understood all the terms and conditions for participation in the Auditions and hereby agrees to abide by the same.

1. **Audition Period** shall commence from 23<sup>rd</sup> January 2016 at 21:00 hours "**Opening hours**" and shall conclude on 31<sup>st</sup> May 2016 at 23:59 hours "**Closing hours**". The Audition Period may be extended and/or modified at the sole discretion of the Organizers and the same shall be updated on the Website. The Participants should visit the Website and keep themselves updated with respect to any change in the terms made on the Website and any such modification shall apply to all the Participants.
2. **Eligibility to participate:** The Audition is open to all the Participants who are:
  - i. above age of 18 years as on 23<sup>rd</sup> January 2016;
  - ii. Should be an Indian national residing in India.
  - iii. Each Participant shall have in his/her possession any or all of the valid and subsisting legal documents as mentioned below to prove his/her age and shall also provide necessary documents (as listed below) as proof of Name/address/nationality/citizenship:
    - a. Driving license;

- b. Permanent Account Number ('PAN');
  - c. Aadhar Card;
  - d. Voters identity card;
  - e. School leaving certificate;
  - f. Birth certificate;
  - g. Ration card and/or
  - h. Passport
  - i. mobile bill
  - j. any other document as may be required by the/ Organizer from time to time.
- iv. The Participants agree that they will be required to submit all valid proofs of name/ age/ address/ nationality/citizenship and/or any other document as may be required by the Organizer from time to time.

3. **Participation Mechanism for Audition:** In order to participate in the Auditions, the Applicant can either follow the **online registration process** OR may send across the DVD of their video in the manner as prescribed hereinafter.

4.1 Online Registration Process shall include the following steps:

i) The Applicant shall be required to log on to the Website and complete the registration process by entering all the details/fields that are marked as "mandatory fields" including, inter alia, i) Name, ii) Age, iii) Address, iv) Nationality, v) email id, vi) online social media accounts, vii) Contact number (mobile /landline), etc.

ii) the Participant shall also have an option of login and registration by way of signing into his/her online social media account(s) such as Google / Facebook /Twitter /Yahoo that shall enable the Participant to upload his/her Audition video on the Website) OR simply visit the Website and submit the video for participating in the Auditions without logging in.

4.2 Registration through Physical delivery of DVD:

i) The Participant can also participate in the Auditions by sending in his /her DVD of the Audition video to **PO Box number 11943 Azad nagar 400053** during the Audition Period alongwith the Audition form stating all the details as required to be filled in by the Participant. The Participant shall ensure that the DVD of the Audition video reaches the Organizers within the Audition Period.

4.3 Requirements of the Audition video:

4.4 Duration of the Audition video: the Participant shall ensure that the maximum duration of the video shall be 3 minutes however shall not exceed 3 (three) minutes. Any video more than 3 (three) minutes will be rejected.

4.5 Size of the video:

The Audition video needs to be maximum 50 mb in size.

4.6 Number of time the Audition video can be uploaded / sent:

The Participant may **upload his/her Audition video on the Website and/or send** the DVD of his/her Audition video to the Organizer's office multiple number of times before the Closing hours of the Audition Period.

4.7 the Organizers reserve the right to include any additional round/level, theme/feature such as a wild card entry, viewer's choice, public demand, etc. in the Audition process and the Show at anytime during /between any round/phase of the Audition and the Show OR increase or decrease the number of rounds/levels of the Audition at anytime at the Organizers' sole discretion and the Participant shall not have any right to object against the same and any such changes shall be deemed to be binding on all the Participants.

**4. By virtue of registration, the Applicant hereby agrees to the following conditions and undertakes as follows:**

- i. 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.
- ii. The Applicant confirms that he/she is an adult 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.
- iii. The Applicant represents that he/she is medically fit and is not suffering from any ailment / disease (including heart ailment, blood pressure, final stages of pregnancy, etc.). It shall be the sole responsibility of the Participants to be medically fit for participation in the Audition and the Program. The Applicant represents that the Applicant does not have any present or past psychological problems. If in the past he/she has had any psychological problems or physical 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 Program.
- iv. 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. That the Applicant is not required to be present before any authority including policy 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).

- v. Employees of the Organizer and/or their associate and affiliate companies/the respective sponsor on Colors Channel, will not be qualified for the participation in the Audition and requested not to register for the same.
- vi. 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 at all times. The Application shall not and waives any right to question the selection/evaluation process, non selection of the application and/or the selection of any other applicant.
- vii. The number of Applicants to be selected shall be at the sole discretion of the Organizer.
- viii. In the event of large number of registrations, the chance to be auditioned may be strictly on submission of the application on the first come first basis till closure of the Audition Closing hours. No further requests for Audition shall be entertained by the Organizer. The Organizer reserves its right to reduce / extend the Audition Period as per its discretion at any point of time.
- ix. The final participation in the Program shall be subject to the Applicant being selected and the execution of a written agreement with Viacom18 upon the terms and conditions as mentioned therein.
- x. The participation at the Audition or the Program by the selected Applicants shall not be obscene, vulgar, have racial or religious connotations.
- xi. 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 at anytime whatsoever.
- xii. 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.
- xiii. 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 may 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.
- xiv. The Applicant hereby agrees to indemnify the Organizers, its affiliates, sponsors, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any representations, misrepresentations or concealment of material facts.

## 5. Other Terms

- i. If for any reason the Audition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, on the Website and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Audition, the Organizers reserve the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the entry / Audition process, and to cancel, modify or terminate the Audition or any part of the Audition. Further, the Organizers reserve the right to take legal action against such Participant who has committed a breach under the Cyber laws (Information Technology Act, 2000 and all its amendments thereof) and/or any other laws as may be applicable from time to time and the Organizers shall be entitled to such remedies in law as applicable.
- ii. The Organizers shall not be held responsible in the case of a server shut-down or loss of Participant's Audition video / data.
- iii. The Organizers shall not be responsible for any delay in receipt or non-receipt or incomplete receipt or corrupt receipt of Audition video / other details of the Participant. The Organizers shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Audition video/content. Further, The Organizers shall not be responsible and/or liable in any manner whatsoever in case the Participants are unable to register their entry and participate in the Audition due to failure on part of the internet service provider, facility provider, etc. Shortlisted entries shall be intimated as per the contact details given. The Organizers does not accept any responsibility for any incorrect and/or incomplete communication detail provided and/or delay in receipt of communication and/or non-receipt of communication.
- iv. The Applicants shall report to such venue as may be informed by the Organizer at the date and time so mentioned and any delay in reporting shall automatically disqualify the Applicant from participating in the Audition.
- v. The cost of travel and accommodation for attending the "Venue Auditions" at a place as informed by the Organizers shall be borne solely by the selected Applicants and the Organizers shall not be liable for the same.
- vi. All the selected Applicants shall be required to execute an agreement or sign a form containing terms and conditions as required by the Organizers before permitting the participation in the Show. The Organizer may announce another Applicant in place of the originally shortlisted entries, if:
  - a. the documents or details of the Applicant are not correct in the opinion of the Organizer; or
  - b. documents so required are incomplete, misleading or untrue;

- c. the documents, including the driving license, passport, etc required for the purpose of participation in the Show are invalid, expiring or not acceptable in the opinion of the Organizer or
  - d. the Applicant does not sign the confidentiality, release letter, no objection certificate or any other documents required, if any, by Organizer in relation to the Show.
- vii. The Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Organizer as the case may be.
- viii. 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.
- ix. The Applicants shall at all times make themselves aware of the selection process and all details regarding the Show which he/she might be informed of or which he/she might learn or come to know of as an Applicant/Participant in the Audition or as a short listed potential Applicant. The Applicant/Participant shall at no time communicate to any third person or the media or give any interviews on his/her participation in the Audition or potential participation in the Show without prior written consent of the Organizers.
- x. The Organizers reserve the right to change/ modify the terms and conditions and/ or criteria of the Audition, at any time at their sole discretion, without any prior notice and without assigning any reasons for the same. The Participants shall make themselves aware of any change in the terms and conditions of the Audition by visiting the Website from time to time. The Organizers shall not be responsible or liable towards any Participant and/or any third party for the same,
- xi. The decision of the Organizers in connection with the Audition shall 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.
- xii. The selected Applicants shall be intimated by the Organizers directly. The Organizers shall not entertain any questions, correspondence, and enquiries on the manner of conduct /evaluation and/or selection criteria of the Audition from any person /party whatsoever.
- xiii. Apart from the entitlement to be part of the television reality show "Bigg Boss - 10" subject to selection and written intimation by the Organizers to such

selected Applicant(s) (as decided by Viacom18 as per its sole discretion), the Applicant/selected Applicant or his/her legal heirs will have no other rights or claims against the Organizers/affiliates/sponsors, etc. Further, Viacom18 has the sole, unfettered and absolute discretion to select you for participation in the Program and that Viacom18's decision in this regard is final and absolute. The selection criteria indicated herein is indicative and Viacom18 retains absolute right and discretion to decide on the issue of final selection and entry into the Program.

- xiv. 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 Program.
- xv. The Organizer will also not be liable for any loss of earnings, employment, opportunity and/or otherwise caused to the Participant and arising as a result of his/her participation in the audition or the Show, if selected.
- xvi. 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.
- xvii. 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.
- xviii. 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, age, nationality, etc. and such documents as may be required in order to be eligible to participate in the Audition and participation in the Show.
- xix. 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.
- xx. 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 without any liability.

- xxi. 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.
- xxii. 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, audio-video, comments for advertising and promotional purposes in any mode, media, format, medium for worldwide territory for purposes of advertising and trade without any compensation whatsoever.
- xxiii. 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.
- xxvi. Any photographs, Audition videos, audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings including (audio and video) etc. provided/submitted by the Participants to the Organizers and/or recorded by the Organizer during the Audition including the Audition videos/content/materials uploaded by the Applicant on the Website and / or provided in the form of DVDs sent to the Organizers during the registration procedure including any content created / uploaded on the Website after the Audition Period in relation to the Auditions ('Content') shall on submission/creation become the property of the Organizers and accordingly all intellectual property rights including copyrights in the Content shall vest with the Organizer and shall be available to the Organizers for exploitation throughout the world in perpetuity. The Participants agree that the Organizers shall have complete exploitation rights in and to the Content and have all the rights to exploit, distribute, exhibit, sell, transfer, license, sublicense, monetize the Content and exploit the Content on various platforms and through various format, modes, media including but not limited to satellite,

internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Works via terrestrial, satellite television, MMDS, SMATV, DTH, IPTV, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet/broadband/IPTV/WAP/iMode/other Mobile Technologies, digital TV (including DBV-H, DBV-T etc) on demand (NVOD, SVOD, TVOD, AVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non -linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

b) The Organizers shall have all rights to edit/modify the Content and integrate other content /materials with the Content for the purpose of exploiting the Content and/or for creating promos for marketing and promotional purposes.

c) The Participant shall does not and shall not have any right to receive or claim any remuneration/compensation, fees at anytime whatsoever, towards the usage /exploitation of the Content by the Organizer and/or any party authorized by the Organizer and further the Participant hereby irrevocably grants and assigns to the Organizers, free and clear of any and all claims, all of the Participant's rights and interests in such Content exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised.

- xxiv. The Applicant shall ensure that the photos or videos including the statements, comments, remarks made by the Applicant in the video 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 and shall not violate any applicable laws.
- xxv. 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.
- xxvi. In the event of any violation to the aforementioned, the Applicant may immediately be disqualified from taking part in the Auditions and shall solely remain liable for any action (criminal/civil) arising therefrom.
- xxvii. 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.

- xxviii. Under no circumstance, 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.
- xxix. The Applicant/Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video, audio visual 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 mode, media, forms, including but not limited to radio, broadcast and television, newspapers and magazines, internet and mobile, and/or any mode and form of exploitation whether now existing or devised in future, at any time without the Applicant/Participants further knowledge or consent.
- xxx. 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.
- xxxv. The Applicant agrees to indemnify and hold harmless the Organizers, its affiliates, and the Organizers' partners, sponsors, contractors and each of their respective employees, officers and agents from and against any claim, loss, liability, damages, cost (including legal costs) of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach by the Participant of any representations, misrepresentations or concealment of material facts and/or the Participant's actions or omissions while participating in the Audition or the Show and/or breach of any terms of this agreement, warranty, performance and/or any of the terms and conditions as stated herein or in event if any of the Organizers' rights get affected in any manner whatsoever. In the event of any claim, the Applicant will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If the Applicant is not diligently and continuously pursuing this matter, the Organizers may take such action on behalf of itself and/ or as attorney for the Applicant, to adjust, settle, defend or otherwise dispose of such claim, in which case the Applicant shall,

reimburse the Organizers for any costs and penalties incurred thereof or such other indemnity in the amount thereof. In addition to the above indemnities by the Applicant, the Applicant waives any right of inspection or approval of or, in and to any Audition video /content and/or video shoot and/or recording and exploitation of the same by the Organizers in any manner whatsoever. The Applicant also agrees to fully indemnify the Organizers, its directors, representatives, employees, agents, parent, affiliates, subsidiaries, group companies, etc. if there is any claim/dispute/damage (of any nature whatsoever) raised in connection with the Applicant's contribution/participation in the Audition /audio/video shoot and the Applicant undertakes and warrants to resolve the same without involving the Organizers in any manner whatsoever.

xxxvi. This terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and the 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.

**I have read and understood the terms and conditions for my application /participation and I hereby confirm to comply with the same. ALL INFORMATION GIVEN BY ME, whether orally or in writing IS TRUE and that I shall be responsible and liable to the indemnify the Organizers against any loss/damage/claims, etc. arising due to any misrepresentation or incomplete information provided by me**

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(Name of the Applicant/Participant)