

TERMS AND CONDITIONS

VASOOL VETTAI

Please read the following Terms and Conditions before participating in the Auditions conducted by Asianet Star Communications Private Limited. By voluntarily participating, you agree to be bound by these Terms and Conditions.

The following terms and conditions (“**Terms and Conditions**”) govern the entire process for Auditions (**as defined below**) as detailed herein for participation in the reality program in Tamil language tentatively titled “**Vasool Vettai**”(“**Program**”) and shall be binding on each Participant (defined below and /or their legal guardian on their behalf (defined below), residing and a citizen of India (“**Territory**”) who voluntarily desire to participate in the Auditions hosted by *Asianet Star Communications Private Limited* (“**ASCPL/Company**”) for the purpose of selection and participation of Participants in the Program to be aired on, Star Vijay , or any other channel or platform owned and operated by the Company as deemed fit by ASCPL (hereinafter collectively referred to as “**Channel**”).

The Privacy Policy, Terms of Use and User Generated Content are incorporated herein by reference and are available at <https://www.startv.com/legal-terms-policies/#wpp> . the Terms and Conditions are available at (<https://www.vijay.startv.com>) (“**Website/ Platform**”). By proceeding further You and/or Your natural/legal guardian on Your behalf (in case of minors) are representing to the Company that Your participation in the Auditions is in compliance with all laws applicable to You and You are not in any manner prohibited from participating herein by any law.

These Terms and Conditions shall be irrevocably binding on each Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) voluntarily participating in the Auditions. The Privacy Policy shall govern all usage of any Personal Information (**defined below**) and/or any other information as detailed in the Privacy Policy and including but not limited to the mobile phone number and/or any information gathered by COMPANY under or pursuant to the Auditions and in relation to your Participation in the same. Your act of voluntarily participating in the Auditions in the manner as detailed below shall be deemed to be your absolute acceptance to the Terms and Conditions, Terms of Use, Privacy Policy and User Generated Content of COMPANY as prescribed from time to time (hereinafter collectively referred to as “**Terms and Conditions**”). If You do not agree to be bound by or cannot comply with any of the Terms and Conditions, please do not continue. The Auditions shall be governed by the Terms and Conditions stated herein below and all Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) are requested herein to unconditionally accept and agree to comply with and abide by the same.

DEFINITIONS

“**Digital Auditions**” means Level 1 of the selection process of the Auditions as detailed herein, to be conducted *inter alia* in the manner as set out hereunder during the Digital Auditions Period (defined below), which the Participant(s) is required to qualify to participate in further Levels and for participating in the Program.

“**Digital Auditions Period**” shall mean the period commencing from 30.09.2019 and concluding on 30.01.2020 (both dates inclusive) for participation in the Digital Auditions.

On Ground Audition(s)” means different levels comprising of Level 2 as detailed herein and any other level of the selection process of the Auditions as deemed fit by the Company at any point of time , to be conducted *inter alia* at the Audition Center(s) during the On-ground Auditions Period, which the Participant(s) is required to qualify to participate in further Levels and for qualifying for participation in the Program.

“**Audition(s)**” shall mean and comprise of both the Digital Auditions and the On Ground Auditions held at the Audition Centre collectively to be conducted *inter alia* in the mode and manner as detailed and set out hereunder during the Audition Period, which the Participant(s) is required to qualify to participate in further Levels and for participating in the Program.

On-Ground Audition Period” in respect of auditions at Level 2 or any level as introduced by the Company in any manner at it may deemed fit shall mean the period stipulated and /or updated by the Company at its discretion on the Website from time to time required to be checked by the

Participant(s) from time to time.

“Audition Centre” shall mean any tentative locations in Chennai or India as finalized by the Company and /or the Production House from time to time during the Audition Period at its sole discretion where the Participant(s) whose Video(s) (**defined below**) are shortlisted at Level 1 will be required to make themselves available for. The details of the exact location shall be available and /or updated by the Company at its discretion on the Website from time to time required to be checked by the Participant(s) from time to time.

“Audition Period” shall collectively mean the Digital Auditions Period and the On-Ground Audition Period.

“Company” means Asianet Star Communications a Private Limited, the owner and rightsholder of the Program and the entity hosting the Program.

“Contestant(s)/Participant(s)”: Means any natural person(s) who is (i) between the age of 6 (Six) years and 65 (Sixty Five) years, i.e. 6 (six) years or above and 65 (Sixty Five) years or below as of September 1, 2019 being a citizen and resident of **India** and enters the Auditions /Program individually or along with a partner or as part of a group in accordance with the terms detailed below. The Upper Age limit of Contestants/Participants can be extended in special cases and the Channel/Production House have the discretion of the same.

“Exploitation/Exploit” shall mean the exploitation of the Materials including along with its cognate forms and grammatical variations, means and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation, adaptation, publication, cutting, editing, and packaging of the Intellectual Property vested in the Materials, either in whole or in part, in any form/format or language, as may be decided by COMPANY in its sole discretion and shall include incorporation of the Materials including performances in the Program or any audio visual recording or sound recording or as may be decided by COMPANY in its sole discretion as well as the conversion of the Materials from one form/format to another and in relation to the Materials, making of a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any all languages/dialects in the world, converting the Materials for theatrical exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. The capitalized terms ‘Broadcast’, ‘Communication to the Public’, ‘Cinematograph Film’, ‘Performance /Perform in Public’, ‘Sound Recording’, ‘Visual Recording’ shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

“Intellectual Property” means and includes all performances, performers’ rights, publicity rights, brands, rights if any vested in the Participant relating to or in the footage owned by the Company, concepts, confidential information, copyrights, databases, designs, formulae, franchises, goodwill, know-how, licenses, ‘look and feel’, music (including songs, sheet music, lyrics and remixes), permits, proprietary information and knowledge, scripts (and their sound recordings), segments, set designs, service marks, technology, titles, trademarks, trade names, trade secrets, format rights, and all other allied, ancillary and subsidiary rights in any and all media whether now known or subsequently invented, as well as all other intellectual property as is commonly understood and recognized as such by applicable law, (past, current or future) industry usage, or otherwise.

“Level(s)” shall mean collectively levels 1, 2 and any other level of the Auditions as deemed fit by the Company. The term “Level” shall be construed accordingly to refer to any one (1) particular level of the Auditions as signified by the corresponding number.

“Materials” shall mean and include Video, Footage (defined below), Entries, and footage of the Promotional Material (defined below) including any form of artistic works, works of authorship, performances and services made by the Participant(s) or compilation, data which is developed,

created, discovered, invented or otherwise brought into existence by the Contestants and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) during the course of Auditions and/or Program and any other Intellectual Property created/ generated by the Participants during the course of participation in the Auditions and/or Program. For the sake of clarity, the Video(s) submitted by the Participants and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) shall not be a part of the Materials.

“Program” means the televised reality Show (defined below) which is tentatively titled **“Vasool Vettai”**.

“Production House” means D Studio. based in India.

“Show(s)” means each episode(s) of the Program including any Special Show(s).

“Show Player(s)” means the selected Participant(s) who are selected through the process of the Audition to participate in the Program.

“Special Show(s)” means any episode/s of the Program recorded with the Participant(s) who belong to a category other than that specified hereunder, which may include celebrities or children special, or any other category which may be decided upon by the Company in its sole discretion. Such episodes may have additional rules (as amendments/attachments) to which the Contestants will have to comply with along with all the other rules of the Competition.

“Studio” means any location deemed fit by the Company for filming of the Program.

PRINCIPAL RULES

1. The Digital Auditions are an integral part of the Program. The Digital Auditions will be conducted in the Digital Auditions Period on the Website/Platform, which may be accessed by the interested Contestant(s) through any device including but not limited to limited to laptops, desktops, mobile phones, handheld devices, communication devices and tablets.

2. Procedure to Register:

i. Sharing Personal Information

- a. To register and to participate in the Digital Auditions, the interested Participant (s) shall log on to the Website/Platform and submit the following personal details including but not limited to full name, gender, age, email ID, contact number(s), the name of their country/state/city where they reside, and/or any other information/documentation as sought by the Company, at its discretion during the Audition Period (**“Personal Information”**) in a manner and form, as requested and /or prescribed on the Website/Platform.
- b. If the Participant is below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of, then details and documents of their parents /natural/legal guardians such as full names, proof of relation, contact details, email ID, etc. will also need to be submitted/uploaded in the mode and manner as prescribed or requested on the Website/Platform from time to time during the Audition Period. For avoidance of doubt, for the purposes of participating in the Digital Auditions during the Digital Period set out hereinabove, registering through a valid email ID vide the medium of the Platform is mandatory for all interested Participants.
- c. Once the interested Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) has completed filing details of his Personal Information, he/she may click on **“Submit”**.
- d. Once submission is completed, the interested Participant and /or and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) shall upload the Videos on the the Website/Platform, in the manner prescribed below.

ii. Video Upload Functionality

- a. Once the Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) has shared the Personal Information (as required above), he/she shall be required to upload Videos on the Website.
- b. For the said purpose the interested Participant(s) and/or natural/legal guardian of the

Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) shall be required to **record** minimum 1 (one) video and maximum 2 (two) videos of him/her performing any act(s) [if 2 (two) videos are uploaded then both videos must display distinct choreography) on any Tollywood /Bollywood song/musical compositions, each video comprising of a minimum duration of 60 seconds and maximum duration of 120 seconds [hereinafter referred to as **“Video(s)”**].

- c. Each Video shall be audible, having a good audio/sound as also video quality.
- d. Once the recording of the Video(s) is completed, the Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) may either upload the Video(s) on the Platform/ Website by following the instructions and as per the terms specified therein.
- e. The interested Participant may also upload a URL (Video Link) of their video in the Website in the prescribed format.
- f. All Video(s) shall be uploaded on YouTube or Vimeo shall be in the format and manner including but not limited to MOV, MPEG4, AVI, WMV, MPEGPS, FLV, 3GPP, WebM or any other format as prescribed /requested by the Website from time to time during the Audition Period.
- iii. If at any point of time the Company finds that the email ID shared by the Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) on the Website/Platform is false and/or unauthenticated, then COMPANY shall have the right to forthwith disqualify such Participant from further participation and his/her Entry (defined below) shall immediately be considered to be null and void.
- iv. For the purposes of Digital Auditions, by uploading and/or submitting his/her Videos on the respective YouTube and/or Vimeo platform(s), the Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) agrees and undertakes to be unconditionally bound by the Terms And Conditions,. It is further clarified that such platforms reserve the sole and exclusive right to make any amendments to its terms and conditions from time to time, at its discretion, and the Participant shall be responsible for checking the same without any recourse to the Company. Any Video(s) uploaded on the Platforms in any other format other than that prescribed by the Platform or Video(s) having an unclear audio or video quality will be deemed invalid and will be disqualified from qualification in the Digital Auditions without any prior intimation by the Company. Such decision of the Company shall be final and binding on the Participant(s).
- v. The Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) will be solely responsible for complying with the terms stipulated by Platform and shall not at any time hold the Company responsible for any inability on the part of the Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) to submit/ upload the Video(s) on account of any restrictive terms imposed by such Platform and/or on account of the Participant’s failure to comply with the terms imposed by the Platform).
- vi. The Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) agrees and undertakes that all Personal Information, provided by them at the time of registration is true, correct, and accurate.
- vii. The Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) by uploading the Videos as per the terms stated herein represents, covenants and declares that (i) the Video(s) is/are original and performed/enacted by the Participant(s) (ii) the Video(s) do not and will not constitute any infringement of copyright or any right of privacy, or rights in any other form of intellectual property, or any other personal or property right whatsoever of any person or entity, or constitute a libel or slander, or hurt the religious sentiments of people worldwide or be defamatory of any person deceased or alive or blasphemous in its content and that he/she fully owns and controls all rights and interests including all intellectual property rights in the Video(s), such material and all rights therein and that no other person or party has right or interest in the Video(s) as a co-owner, partner, mortgagee, charge holder or otherwise howsoever (iii) the Video(s) shall not expose the Company to civil and/or criminal proceedings and /or claims of any nature whatsoever (iv) the Video(s) is/are not subject to any lien, charge, or any other encumbrance whatsoever (v) the Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) has not/have not granted any rights in the Video(s) to the prejudice of any rights granted to the Company hereunder (vi) the Video(s) is/are not in contravention of

any applicable laws (vii) all necessary licenses and permissions required for the utilization of the Video(s) for the purpose of the Auditions have been secured by the Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) in accordance with the existing Terms and Conditions and applicable laws without any recourse to Company . In the event the publishing of the Video(s) is assessed to be prohibited in any manner and/or considered to be inappropriate due to moral, political or religious reasons or any reason whatsoever, Company may, at their discretion edit/ remove/cut the contentious portion and re-publish such Video(s) or reject the Video(s) altogether and the Participant agrees not to object to the same.. The Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) must ensure that no false and/or misleading statements are made by him/her and that he/she does not refer to any commercial product and/or service in any of the Video(s). The Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) further agrees and confirms that the Company is entitled to reject the Entry (defined below) of the Participant in the event that the details submitted by the Participant at the time of registration are deficient, incorrect, untrue, or found wanting in any respect.

- viii. The Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) agrees and undertakes that the Entry/Video(s) submitted by him /her are in good taste, not obscene, vulgar, libelous, defamatory, insulting, annoying, etc.
- ix. The Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) further agree and undertake that he /she shall not host, display, upload, modify, publish, transmit, update or share any information and /or upload or submit Video(s) that —
 - a. belong to another person and to which the Participant(s) do not have any right to;
 - b. is grossly harmful, harassing, blasphemous, pornographic, pedophilic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. harm minors in any way;
 - d. infringes any patent, trademark, copyright or other proprietary rights;
 - e. violates any law for the time being in force;
 - f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g. impersonates another person;
 - h. contains software viruses, Trojans, spyware, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, including harming recipient's computers/system/servers etc.;
 - i. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation. For avoidance of doubt, Participant agrees that COMPANY has the right to remove any such Material/Entry/ Video(s) which breaches any of the terms of these Terms and Conditions and the Participant shall not be entitled to object to the same.
- x. For purposes of the Auditions, logging onto the Website/Platform, furnishing the Personal Information in the mode and manner as prescribed, mandatorily uploading minimum 1 (one) Video on the Website/Platform, through a particular email ID, shall be considered as a complete and valid entry (“Entry” or “Entries”). **It may be clarified that once the Video is uploaded on the Website/Platform by a Participant and /or and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) through a particular email ID, he/she shall not be entitled to re-submit any information, including but not limited to any Video(s) through such email ID and Entry submitted by him/her for the first time shall be considered final and valid Entry for the purpose of the Audition.** For the avoidance of doubt, if the Participant(s) fails to provide and upload minimum 1 (one) specific Video or provides incorrect Personal Information or fails to furnish Personal Information in the manner prescribed or if the Video(s) submitted is less than the minimum duration prescribed or more than the maximum duration stated herein, then his/her Entry shall be considered incomplete and the Participant(s) shall be disqualified from participating further in the Auditions. The Channel /Company shall be free at any point of time to contact and/or communicate with the Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) for availing any additional information and/or to

verify any details as provided in relation to Auditions and/or the Entry and the Participant(s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) shall unconditionally facilitate the same. Any incomplete Entry and/or Entries with incorrect format, broken/bad web link, inadequate Personal Information, invalid email ID, or which consist of content, which contains any of the elements specified in sub-clause (ix) above, will be considered invalid, shall be considered null and void and will be disqualified from participating in the Auditions.

- xii. Entries received after the Digital Audition Period will not be considered for the Digital Auditions and shall be deemed null and void. The Company shall not be responsible for any Entries submitted, whether correctly or not, but not received due to any reason whatsoever. It shall be the Participant's sole responsibility and/or sole responsibility of the natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) to ensure that the Entry is submitted correctly after following the due procedure specified by the Company hereunder and in accordance with the Terms and Conditions prescribed herein.

3. The selection and shortlisting process for the Auditions shall be conducted as detailed below for each Level of the Auditions. For the sake of clarity, a Participant cannot enter the Auditions without undergoing the process at each Level:

A. LEVEL 1

- i. Subject to the Participant(s) having made a valid Entry, all the Video(s) fulfilling the criteria set out herein shall be viewed and evaluated by the Company or its representatives and /or renowned experts/choreographers appointed by the Company and/or by the Production House, at their own discretion for each of the Levels of Auditions (“Panel”). The decision of the Company with regard to the composition of the Panel shall be final and binding on the Participant(s). Neither the Participant(s) nor the natural/legal guardian (in case of minor Participants below the age of below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) shall be entitled to dispute and/or challenge the composition or the decision of the Panel at any time in connection with the selection procedure, to the maximum extent permitted by law.
- ii. The Contestant(s) shall be evaluated and shortlisted by the Panel on the overall basis of his/her performance, grace, personality, technique, selection of act, ideas, entertainment factor, uniqueness, etc. or any such other criteria determined by the Company at its sole discretion.
- iii. The Panel shall have the sole authority to judge and rate the Videos and performance of all the Participants and their decision shall be final and binding on all Participants and their natural/legal guardian. Based on the evaluations of the Videos by the Panel, the top rated performances shall be shortlisted and the Participants shall be selected and eligible for participation in Level 2 of the Auditions to be conducted in the Audition Centre(s) in India.
- iv. All Participant(s) selected and shortlisted for Level 2 shall be intimated about their selection and/or Company may intimate the natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) vide an email and/or telephone or any other mode of communication, as the Company may deem fit at its sole discretion, and the Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) shall be solely responsible for checking the email/calls received from the Company. Such communication by the Company shall also give brief details of the next level of audition – LEVEL 2, address of the respective Audition Centre, date and time of the Auditions, etc. The Contestants(s) the natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) shall be required to give a confirmation of their presence at the Audition Centre(s) for Level 2 Auditions upon receiving an email or tele-call, as the case may be.
- v. For avoidance of doubt it is clarified that it shall not mandatory for the Company to publish Video(s) of all the Participants having submitted valid Entries. No correspondence and/or phone calls shall be entertained in this regard.

B. LEVEL 2

- i. Participant(s) and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) shortlisted at Level 1 shall be required to be present in the Audition Centre(s) in India, as may be informed by the Company, to participate and perform in Level 2 Auditions, on specific dates and time as decided and communicated by the Company. The Company reserves the right to introduce at its sole discretion other prospective Contestant(s) from any state in India or outside India in Level 2, who have been selected and shortlisted by the Company and /or the Production House

through similar selection / audition process as the Contestant(s) herein and /or as per any mechanisms / selection process as deemed fit by them . Such decision of the Company shall be final and binding upon all the Contestants.

- i. Such Contestant(s) shall be asked to perform a act of their choice to showcase their talent (“Act”) and be further interviewed by the Company and/ or Panel regarding his/her background, family history, dance experience, etc.
 - ii. The cost of arranging the requisite travel documents (including but not limited to valid passport, requisite visa, etc.) and the cost of travelling & lodging of such Participant(s) shall be solely borne by Participant and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of). If the Participant(s) fails to attend the Audition at the venue on the date and time as informed by the Company, the Entry of the Participant(s) will be deemed invalid and the Company shall be free to select any other deserving Participant at its own discretion.
 - iii. The Participant(s) and natural/legal guardian of the Participant(s) (below the age of majority as per the applicable laws in the Territory of which the Participant is a citizen and resident of) will be required to execute any and all legal documents as required by the Company including but not limited to submitting all the necessary documents (in addition to the documents already submitted at Level 1, if any) and also furnish the documents as sought and as required by the Company from time to time, to verify the Personal Information provided by the Participant(s) in Level 1. For avoidance of doubt it is clarified that each of the selected Participant(s) shall be required to furnish the necessary documentation (as stated in the General Rules below) in original to confirm the eligibility details, etc. In case the said Participant(s) is unable to furnish the original document(s) to verify the eligibility details and also fails to submit self-affirmed photocopy of the same, the said Participant(s) shall be disqualified from the Auditions, based on the sole discretion of the Company.
 - iv. Further, the shortlisted Participant(s) shall be required to perform an Act before the Panel as per their requirements. The performance of these shortlisted Participant(s) shall be evaluated by the Panel on the basis of their versatility, style, overall personality, stature of their performance, song selection, screen presence, ideas, entertainment factor, uniqueness, etc. and such other criteria as may be determined by the Company in its sole discretion. For avoidance of doubt it is clarified that the decision of the Company and/or the Panel shall be final in this regard and neither the Participants nor any one on their behalf (including his /her legal guardian) shall have any objection to the same.
 - v. The Company reserves the right to select any number of Contestant(s) from the Audition Center(s). The selected Contestants shall be eligible for the next level of selection; Level 3. The Contestants shall be informed about their selection for the next round, i.e. which shall be tentatively held in the city of Mumbai or such other city as may be decided/ communicated by the Company at its sole discretion.
 - vi. Such selected Contestant(s) shall be required to be present in or around Mumbai for the next level of selection on the day and time specified by the Company.
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- i. The Company shall select Show Player(s) from amongst the Contestant(s) selected for the Level 2 The selected Show Player(s) shall have to ensure that they will make themselves available for all shoot dates and travel to any place for the shoot of the Program, as may be informed by the Company from time to time.
 - ii. The selected Show Players will need to reside in any place in India decided by the Company at its sole discretion, during the shoot schedule of the Program.
 - iii. Upon successful completion of the contract and agreement with the Show Player(s) in relation to the arrangements for such Contestant(s) attendance at the Studio, the selected Show Player(s) must attend the Studio at the time and date communicated by the Company.
 - iv. In the event of the failure of any of the Show Player(s) from attending the Studio by the aforesaid time for any reason whatsoever the Company shall at its own discretion be entitled to exclude such Show Player(s) from the Show.
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4. Participant(s) who have participated in reality shows/programs and/or appeared/featured in any television programs (of any genre) or has entered into any contract or contractual arrangement including but not limited to having signed any document or letter in respect of any such participation/appearance with any third party/persons including but not limited to media companies, production houses, broadcasting companies, agencies in relation to participation in such reality shows or featuring and /or appearance, will need to mandatorily disclose the details of such prior participation. Company reserves the right to disqualify such Participant on such ground, based at its sole discretion. The Contestant(s) agree to fully co-operate with the Company for any additional information that may be required by the Company to evaluate the facts related to the matter.

5. The Company reserves the right to extend the timing or close the gates of the Audition Centre(s), without prior notice to the Contestant(s) and/or people who have turned up at the Audition Centre(s).
6. It is clarified that the Contestant(s) shall carry their own music CD's or tapes or any musical instrument that may be required for all the Levels of the Auditions and/or shall be solely responsible to make all arrangements for facilitating their Act and the Company shall not be responsible to provide the same.
7. For the avoidance of doubt, if a Contestant gets disqualified in the first level, then he/she can travel to any other Audition Centre(s) and Audition on the specified date.
8. For avoidance of doubt it is clarified that the final selection of the Show Players made by the Channel/Company /jury/Panel/Judges shall be final and binding on all the Contestant(s) and in no event shall the Contestant(s) dispute the decision made by the Channel/Company or its employees in connection to the Contest. For the sake of clarity, in the event of any fault, misunderstanding or dispute concerning any part of the Auditions and/or the selection process to qualify for the Contest/Program, the decision of the Company shall be final and binding.
9. The Company and /or the Production house and /or the jury and /or the Panel and /or the Judges (as the case may be) reserve the right to stop/interrupt the performance of the Contestant(s) at any given point during any of the Levels of the Auditions and the Contestant(s) shall have no objection to the same nor shall they raise any objections against the same. It is further clarified that the Company and /or the Production House and /or the jury and /or the Panel and /or the Judges (as the case may be) are not obligated to watch the performance of the Contestant(s) and /or the Act beyond a reasonable time period. For the purposes of this Contest, reasonable period shall mean 30 (thirty) seconds. The Participant shall abide by the decision of the panel and/or Judges/Company/Production House in this regard.

GENERAL RULES

1. The Auditions is strictly open to Participant(s) of the age limits specified above [see definitions of "**Contestant(s)/Participant(s)**"] as of September 1, 2019 being a citizen of and residing in the Territories of India, during the Audition Period.
2. Employees of the Company, of the Production House, the advertising agency or any other agency or third party vendor which has been appointed from time to time, and also employees of the main sponsors and members of their immediate family; individuals not conversant in spoken Tamil or English; are ineligible to participate in the Auditions. Further, failure to provide proof or affidavit of eligibility, including the correct date of birth, including any of the documentation required under these Terms and Conditions, within the timelines specified by the Company hereunder may result in disqualification. The Company also reserves the right to disqualify a Participant(s) in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Company and in the information(s) stated in the documents furnished by the Participant(s).
3. In the event the Participant and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) is found to be in violation of any applicable laws at any point of time during the Auditions and /or Digital Auditions, the Company reserves the right to disqualify the Participant immediately and his /her Entry shall be considered null and void. Such disqualified Participant shall not be eligible to proceed further in the Digital Auditions and /or Auditions. Further in case of Participants below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of, it is the onus of the natural guardian /legal guardian to ensure that the participation of such minor Participant is as per the applicable laws of the countries of which they are citizens and residents of. In case it is found to be otherwise by the Company then immediately such minor Participant shall be disqualified.
4. Participant and/or the natural/legal guardian of a Participant below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of, represent to the Company that the Participant is free and competent to enter the Auditions; the sole, absolute, unencumbered legal and beneficial owner of all rights granted to Company respect of the Materials, is not under any disability, restriction or prohibition, whether legal, contractual, physical, mental, medical or otherwise, which might prevent the Participant from performing or observing any of the obligations undertaken or from honouring any of the Terms and Conditions stated herein.

5. The Participant and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) shall not make any claims against COMPANY , Channel, their directors, employees arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to their participation or non-participation in the Auditions or any related activity including any unauthorized access of the Videos, etc. If the Participant is found to be ineligible, or if the /she has not complied with these Terms and Conditions, Terms of Use, Privacy Policy and/or User Generated Content the corresponding Entries will be disqualified.
6. COMPANY India shall not be responsible in the event any Entry or Entries are not received or submitted due to any technical error of any nature whatsoever. Company shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the internet session charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscribers/ Participant(s) and the telecom/mobile operator directly, without involving Company. For the purposes of these Terms and Conditions, “receipt” of Entry(ies) occurs when the Company’s server records the Entry information upon the entrant clicking “Submit/Post” button. For the avoidance of doubt, by submitting the Entry the Participant(s) is representing that the Entry(s) or contents thereof are not confidential or comprise any sensitive personal information.
7. The Company is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, emotional, mental trauma caused to the Participant (s) in any manner whatsoever or for any reason whatsoever in connection to the Program and/or any aspect related to Auditions/selection process. The Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) (s) shall hold harmless the Channel, Company, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant (s), in any manner whatsoever in connection with the Program and/or any aspect of the Auditions/ Digital Auditions and waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India to claim any damages or reliefs.
8. The Participant and/or the natural/legal guardian of a Participant below the age of majority as per applicable laws in the Territory, of which the Participant is a citizen and resident of, acknowledge that the Program is a reality based program, and as such a degree of fictionalization is inherent in it. Due to the aforesaid nature of the Program, there may be segments in the Auditions and /or Program which may depict the Participant in an unfavorable manner or may appear to be defamatory. Participant and/or the natural/legal guardian of a Participant below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of, fully understand this aspect of the Program and shall neither hold the Production House/COMPANY liable for any such depiction nor shall make any claims in respect of the same against the Production House/Company and/or the Channel or any of its representatives and/or the Jury.
9. The Company reserves all rights to make amendments to the Auditions Period or such other terms and conditions stated herein, without giving prior notice. It shall be the sole responsibility of the Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) to check the Terms and Conditions for the Auditions on the Website and /or the Platforms from time to time. COMPANY also reserves the right to cancel and/or postpone the Auditions/Program without any prior intimation to the Participant.
10. The Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) should not have been convicted under criminal laws and/or should not be disqualified under any applicable law from participating in the Auditions/ Auditions. The Participant must be in a physically, emotionally and mentally fit condition to participate in the Auditions/Auditions /Program. The Participant and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) further confirms that he /she is medically fit to travel anywhere and anytime and that he /she does not suffer from any kind of ill health, disease, ailment(s) and medical problems (viz.: heart problem, blood pressure problem, pregnancy, etc.).
11. The Participant(s) and natural/legal guardian of the Participant (s) (below the age of majority

as per applicable laws in the Territory of which the Participant is a citizen and resident of) is required to furnish necessary supporting documentation in original (i.e., birth certificate, school leaving certificate or passport) and/or any other documentary proof as may be required by the Company to confirm the eligibility of the Participant(s) at any stage of the Auditions. The Participant (s) and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) agree to do any and all acts and execute any and all documents in such manner and at such location as may be required by the Channel and/or COMPANY in its sole and absolute discretion. In case of a legal guardian, the said person will need to furnish all paperwork and also produce the relevant order /decree of the court whereby he /she has been appointed as “Legal Guardian” of the Participant below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of.

12. The Company also reserves the right to change the selection process of the Auditions(s) and /or format of the Program (in any manner whatsoever as deemed fit) stated herein and/or the requirements of any of the Levels of the Auditions, without any prior intimation to the Participant and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) and/or the public. The Company further reserves the right to, at its discretion any time during the telecast of the Program re-introduce the Digital Auditions for the purpose of introducing new Participants for participating /competing in the Program.
13. Participant must enter the Auditions voluntarily on their own behalf and Entry(ies) by proxy will not be accepted.
14. The Channel/COMPANY India reserves all rights to make amendments to the existing Terms and Conditions without prior notice-to the Participant. Further, Company reserves the right to terminate the Auditions at any time without any prior intimation or notice to the public/ Participants and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) and also COMPANY India/Channel is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Auditions and/or accommodate any person or persons who have been selected in the Auditions.
15. In case for whatever reason any Participant and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) is not agreeable to travel, stay, etc. entirely at his/her own expense, the Company will regretfully consider the Entry of such Participant(s) as invalid and the Participant(s) shall be disqualified.
16. In the event of any fault, misunderstanding or dispute concerning any part of the Auditions/ Program/Show and/or the selection process to qualify for the Program, the decision of the Company shall be final and binding and each Participant shall without limitation be bound by such decision of the Company.
17. The Participant(s) shall not during the Auditions/Program make any obscene gesture(s)/acts, or any defamatory statement regarding any event or any person alive or deceased, or do anything in the nature of an endorsement/advertisement that may expose the Company and/or the Production House and/or the Channel to civil and/or criminal proceedings.
18. The Participant(s) and /or legal /natural guardians on behalf of Participants below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of, shall not grant or publish any interviews, or share any information /details news articles, or issue any other kind of publicity and/or on personal blog(s)/blogs and /or any social networking sites including but not limited to their participation in the Program or the Auditions or the Program or the Participants, names and identity of the selected Show Players, Judges or the format of the Program or any aspect related to the Program or any information regarding the Company without Company’s prior written consent in each instance. The Participant shall not at any time make or issue any statements on behalf of the Company/ the Production House/ the Channel without the prior written consent of the Company.
19. The Participant(s) and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) shall not do any act either directly or indirectly which may bring the Company and/or the Program into public disrepute or denigrate any of the preceding, or offend any community or public morals and in all public appearances the Participant(s) shall use her/his/its judgment in general demeanor and choice of language to create an atmosphere which would be

conducive to the filming and/or promotion of the Auditions /Program/ Show.

20. Non-conformance by any Participant and/or by the natural/legal guardian of the Participant below the age of majority as per applicable law of the Territory of which the Participant is a citizen and resident of the Terms and Conditions, directions/instructions issued by the Company, Terms of Use, User Generated Content, or Privacy Policy then COMPANY will at its sole discretion be entitled to disqualify their Entry on an immediate basis.
21. If the operation of the Show/ Auditions/ Program (including without limitation the operation of the telephone system); the recording; broadcast of any/all of the Shows is prevented by an war, industrial action, flood or any Act of God, or applicable law or any Act of God or any act beyond the reasonable control of the Company ("Force Majeure") which continues for a period of fifteen (15) days, the Company may at its sole discretion cancel all or any part of the Show/ Programs/ Auditions and/or participation of a Participant(s)/Show Players forthwith and such decision shall be final and binding on the Participants.
22. Notwithstanding a Participant 's participation in the Show/ Auditions there is no obligation on the part of the Company to broadcast any Show/ Auditions in which he/she has taken part, or any or all of his / her contribution as recorded by the Company.
23. Participant (s) and/or natural/legal guardian of the Participant (in case the Participant(s) is below the age of majority as per applicable law in the Territory of which the Participant is a citizen and resident of) specifically agree, allows, grants and permits the Company or any party authorized by it to record (audio-video/audio or video), the participation process/performance at every level of the Audition, including any interaction of the Participant with the Company or fellow Participant or any representative of the Company, if any, of the Participant(s) rendered during the Auditions/Show or the Program or any related series of sound recordings and video recordings which have been shot during the Auditions/Show or the Program on film, tape or digital or other electronic media and includes recording of any personal questions or conversations relating to the personal lives of the Participant ("**Footage**") and agree that the Footage and Video may be used by the Company as it deems fit anywhere in the world at any time now or in the future, including but not limited for promotion of the Program. For the avoidance of doubt, all rights in the Footage vests exclusively with the Company worldwide in perpetuity and the Company is entitled to exploit the same in any manner it may deem fit.
24. In consideration of being afforded an opportunity to participate in the Program/Auditions, the Participants and the natural/legal guardian of the Participants in case they are minors on behalf of the Participant(s) agree, represent and warrant that all Intellectual Property in and to the Materials shall remain the exclusive property of Company from the moment they arise, for the entire period of their subsistence, in every part of the world. To the extent, that the Intellectual Property or any rights, title and interest in the Materials, do not vest with Company, by operation of law, the Participant and /or natural guardian/legal guardian of the Participant(s) on behalf of the Participant(s), on an outright basis hereby irrevocably, exclusively, perpetually and for the entire world assigns and transfers all Intellectual Property vested in the Materials including rights in any Exploitation thereof to Company. To the extent that the assignment of rights, title and interest in the Intellectual Property in and to the Materials in relation to future medium or mode of exploitation of the Materials is not held valid by operation of law, notwithstanding the assignment of such rights in favor of Company, the Participant and /or natural guardian of the Participant(s) on behalf of the Participant(s) hereby grant an irrevocable, exclusive, sub-licensable, perpetual license to Company for such future medium or mode of exploitation of the Intellectual Property in and to the Materials as may be developed in the future, for the entire world. Notwithstanding the above, the Participant or the natural guardian on the behalf of minor Participants hereby agree that neither the Participant(s) nor his/ natural guardian shall assign or in any other manner transfer rights including the Intellectual Property in and to the Materials for such means and modes of exploitation of the Materials which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to Company without offering for assignment such modes or means of exploitation of the rights including Intellectual Property in and to the Materials for the entire world and perpetuity to the Company ('**Offer**'). The Participant and /or natural/legal guardian of the Participant(s) on the Participant (s)' behalf agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of exploitation of the Intellectual property in and to the Materials to any third party in breach of the obligation herein, anywhere in the world shall be null and void. Further, Company may Exploit the rights including the Intellectual Property in and to the Materials at any time it chooses, and it is expressly agreed by the Parties that Section 19(4) of the Indian Copyright Act, 1957 will not apply to this Terms and Conditions.

25. The Participant(s) either through themselves or in case of minors through their natural/legal guardian waive off their “Moral Rights” with respect to the Materials/ participation in the Auditions/ Program. Further, the Participant(s) and in case of minors, the natural/legal guardian of the Participant(s) further agree and acknowledge on behalf of the Participant(s) that they shall not be entitled to any share in the revenues arising from exploitation of the Materials. The Participant or the natural/legal guardian on behalf of a minor Participant acknowledges that the Entry submitted and /or Videos submitted and/or contribution to the Materials does not qualify as a ‘performance’ within the meaning of the Indian Copyright Act, 1957.
26. The Participant agree and acknowledge that the Channel /COMPANY shall have the sole and exclusive right to edit, alter, modify and or use any Footage or Materials in respect of their Entry uploaded on the Platform in any manner whatsoever it may deem fit and necessary at its sole discretion (including but not limited to as a part of the Program/Auditions or any ancillary event related to the Program/Auditions).
27. The Participant shall make themselves available from time to time and co-operate with the Channel and/or COMPANY and participate in any activity and/or campaign and /or events (“**Promotional Activity**”) of any nature whatsoever with respect to the Program/Auditions without any money payable to the Participant. Further, the Participant shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever.
28. Participant(s) and in case of minors, the natural/legal guardian of the Participant(s) hereby allow the use of the face, image, biographical data, name, signature, voice, photographs of the Participant and the family/relatives/friends/colleagues of the Participant (‘Likeness’) to appear on and be used in connection with the promotion of the Program all media, all means of exploitations, distribution including, but not limited to, the press, internet, television. COMPANY reserves the right to use, in any manner whatsoever, in part or in whole the Likeness, Program and/or program elements including without limitation in connection with any merchandise, tie-in, product or service of any kind, whether or not such use is in connection with the Program or COMPANY or the Channel without notice to the Participant and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) and without any further compensation to the Participant and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of).
29. The Participant and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) agree that in consideration of being given opportunity to participate in the Auditions ,they shall hold harmless the main sponsor (if any), Channel, COMPANY its employees, officers, directors, affiliates, group companies or any other person from and against any injury/damage/harm/loss/death/ mental or emotional trauma suffered by the Participant, in any manner whatsoever in connection with the Auditions and /or Entry and /or any aspect related to their participation in the Auditions and to the extent permissible under law waives all rights to file in person/ through any family member and/or third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Production House and/or the Channel and/or COMPANY to claim any damages or reliefs or otherwise.
30. The Participant and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) agree to keep COMPANY India, the Channel, its employees, officers or any other person indemnified from and against any claims or demands, cause of action, judgments, liabilities, losses, costs and expenses that may arise out of a result of any violation of any third party rights/material in with respect to the Exploitation of the Entry including the Video(s), by COMPANY and /or any of its affiliate companies and/or channels.
31. The Participant and the natural /legal guardian in case of Participants below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of, agrees that COMPANY shall in no event, whatsoever, be responsible for any medical or other problems suffered by the Participant during or in relation to their participation in the Auditions including but not limited to travelling anywhere and anytime and undertake the performances required for the Show/Program. The Participant acknowledges and understands that the participation in the Auditions is at their own risk. COMPANY shall not be responsible for the Participant’s safety during the Auditions, nor shall they be required to obtain any insurance in relation to the same for the Participant. The Participant(s) and/or the parent/guardian of the Participant (below the age of majority as per

applicable laws in the Territory of which the Participant is a citizen and resident of) acknowledge and understand that the participation of the Participant in the Auditions/Program is at his/her own risk.

32. Certain information relating to the Production House, COMPANY , the Program, Channel, will be disclosed to the Participant(s) and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) by the Production House and/or COMPANY which is confidential and/or proprietary in nature, and includes data, the format of the Program, the manner of selection/elimination etc., whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information (altogether, "Confidential Information"). Confidential Information whether disclosed orally or in writing, is the property of Production House/COMPANY , as the case may be, and is valuable, special and unique to the business of Production House/Company India, as the case may be. Participant(s) and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) agree that the Participant shall not discuss and/or disclose any information about the Program, the performances of other participants in the Program with any third party; and also not disclose the names of the participants eliminated in respective rounds of eliminations in the Program/Auditions.
33. Participant(s) and natural/legal guardian on behalf of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) shall not engage in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws applicable to the parties hereto.
- 34. All obligations, representations, warranties, grant of rights in relation to a Participant who is below the age of age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of, shall be deemed to be provided by the natural/legal guardian of the Participant.**
35. The Participant and natural/legal guardian on behalf of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) acknowledges that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of the consideration, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.
36. Participant and natural/legal guardian on behalf of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) acknowledges that their representations, warranties, indemnities, grant of rights in the Entry including Materials, Promotional Activity, dispute mechanism and obligations shall survive the efflux of time and the termination of these Terms and Conditions.
37. The participation of the Participant the in the Auditions shall mean that the Participant and natural/legal guardian on behalf of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen and resident of) has jointly and severally read, understood, accepted and agrees to unconditionally abide with all the rules including the general rules of the Auditions, Terms and Conditions, the Privacy Policy, Terms of Use, User Generated Content as provided on the Website.
38. Notwithstanding the conflict of laws principle, these Terms and Conditions shall be construed in accordance with the laws of India and incase of any dispute or other matter arising in reference to the Auditions and /or Entry and/or the Program, shall be referred to a sole arbitrator appointed by COMPANY India and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Chennai, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participant and /or their legal guardians in case of such Participant being a minor ,who has raised the dispute.
39. Subject to the provision of 38 above, the Courts having exclusive jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall

exclusively be the courts at Chennai, India. The Participant agrees to exclusively submit to the jurisdiction of the Courts and dispute resolution mechanism as set out herein.