



## India's Best Dancer (IBD) – Season 4: Terms and Conditions

1. PARTICIPANTS & ELIGIBILITY
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*India's Best Dancer* ("Show") is a televised dance competition series produced by Frames Production Company Private Limited ("Producer") for Culver Max Entertainment Private Limited and/or its affiliates ("CMEPL"). The Program being a dance program, CMEPL is looking for talented participant(s) between the ages of 14 and 30 ("Participant") (please see the Eligibility criteria below) to perform dance acts, choreographed either by themselves or based on a given choreographed act. The purpose of the present audition ("Audition") is to select dancers who can perform dance acts for the Program to be broadcast/telecast on Sony Entertainment Television ("SET"/ "Channel") and/or any other channel of CMEPL. By virtue of the application/registration form duly filled in and completed by You or the Parent/Guardian of the minor, You ('Participant(s)' / 'You' / 'Your') agree and confirm that You have voluntarily participated in the Program and Your unconditional acceptance to comply with and abide by the Terms and Conditions and You are eligible as per the Rules for participation as listed herein below. If You do not agree to be bound or cannot comply with any of the Terms and Conditions, please do not continue to participate in the Competition. Your failure to accept or comply with the provisions of these Terms & Conditions will disqualify Your participation in the Competition. The decision of CMEPL for all matters relating to Your Participant(s) or Parent/Guardian for the participation of their wards in the Show, accepts and agrees to the following rules and regulations in addition to the Terms & Conditions put on the website [www.SonyLIV.com](http://www.SonyLIV.com) and any decisions made by the Organizers (cumulatively inclusive of "Producer", "CMEPL" and "SET"), to enable the Participant(s) to participate in the Auditions.



## 1. PARTICIPANTS AND ELIGIBILITY

The individuals participating in the Program must be between 14-30 years of age. Therefore, any individual who has completed the age of fourteen (14) years as on **May 16 2024**, but not completed 30 years as on **May 16 2024**, shall be entitled to participate in the Auditions of the Show. In other words, you or your ward's Fourteenth (14<sup>th</sup>) birthday must have occurred before May 16 2024, but you or your ward's birthday must not have occurred before **May 16 1994**. Such persons coming for the audition shall hereinafter be referred to as "the Participant(s)" irrespective of whether such persons have been able to enter the venue gates and actually participate in the audition.

Employees of Culver Max Entertainment Private Limited and/or Producer, organizers, advertising agency, auditors, organizers' contractors who have been appointed from time to time, and employees of the sponsors; and their respective families; are ineligible to register for the Participants.

### PARENT/GUARDIAN:

'Parent' for the purposes of this Form and the Show shall mean the natural parent of the Participant being his or her biological Father or Mother. 'Guardian' shall mean such Guardian as appointed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890 or any other similar laws as may be applicable. Any claim for Guardianship shall have to be established by way of proper documentation and Producer and/or CMEPL shall have the sole discretion to decide about allowing such Participants. Other family members, relatives or friends and colleagues shall not be allowed entry into the venue.

## 2. PARTICIPATION IN THE ON-GROUND AUDITION

The Auditions will occur on-ground only, wherein Participants can register and perform in-person, in the following places:

- City: Kolkata
  - Audition Date: **16<sup>th</sup> May 2024**
  - Venue Address: CII - Will be announced later .
- City: Delhi
  - Audition Date: **18<sup>th</sup> May 2024 and 19<sup>th</sup> May 2024**
  - Venue Address: Will be announced later
- City: Mumbai
  - Audition Date: **01<sup>st</sup> June 2024 and 02<sup>nd</sup> June 2024**
  - Venue Address: Will be announced later

For enabling the Participant to participate in the Auditions, the Participant or Parent/Guardian of the Participant, shall bring photocopies and originals of the following documents of the Participant, as proof



of identity, age, and residence, at the Audition venue, wherein such photocopies and the originals should be clear and legible:

- i. Registration number as received from us during the process of registration;
- ii. Identity Proof – PAN Card/Passport/Aadhar Card/Driving License/Voter Identity Card;
- iii. Age Proof - Passport / Birth certificate / School certificate / Court Affidavit (Any one Age Proof);
- iv. Passport size photographs (1);
- v. Proof of residence – Passport/Ration Card/Driving License/Electricity Bill;

In the case of a minor participant, the Parents/Guardians shall also bring the following documents (if applicable) in support of the Participant's identity, age, and relation to the Parent/Guardian:

- i. Identity Proof-Birth Certificate of the Participant/ Passport
- ii. Age Proof- Birth Certificate of the Participant/ Passport/School leaving certificate.
- iii. Proof of relationship- Ration Card/Passport/Certificate from School.

If a Participant is accompanied by a Guardian, then a copy of the order passed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890 appointing such Guardian.

### 3. ADDITIONAL DETAILS

While filling out this Form, Participant or Parent/Guardian shall ensure the following:

1. All information provided in the form is correct and true to the best of knowledge of the Participant or Parent/Guardian. Any form which contains a statement or declaration which is false and which the Applicant either knows or believes to be false or does not believe to be true shall be liable to be rejected by the Producer and/or CMEPL and such decision shall not stand contested and/ or be called into question.
2. The Participant or Parent/Guardian has read and agrees to abide by the rules, regulations, terms, and conditions (the "Rules") of "India's Best Dancer" which expression shall include any interview, auditioning process, competition and event relating thereto ("Show") as devised from time to time by the Frames production private limited ("Producer") as well as Culver Max Entertainment Private Limited ("CMEPL") and shall accept the decision of CMEPL and the Producer as final; and hereby acknowledge that the interests of the Show shall override those of any Parent/Guardian and Participant.
3. The Participant or Parent/Guardian has read, understood, agreed and acknowledged the Terms and Conditions, Privacy Policy and Terms of Use as put up on the website [www.SonyLIV.com](http://www.SonyLIV.com) in addition to the conditions set out in this document.
4. The Form, once signed, signifies the Participant's agreement to the conditions set out below.
5. Participant shall produce self-attested copies in support of identity, age and residence of the Parent and identity, age and relationship with the Parent/Guardian of the Participant to the satisfaction of CMEPL and the Producer. In case of a Participant who is a citizen of a country other than India, CMEPL and/or the Producer may require the Participant and his/her Parent/Guardian to provide additional documents, at its sole discretion. Inability to provide proper documents, as required by CMEPL and/or Producer, may lead to disqualification and CMEPL's decision in this regard shall be final. The Participant or Parent/Guardian shall be responsible for obtaining



appropriate visas, flight tickets, accommodation etc. that may be required for the Participant's successful participation in the Show, without any recourse to CMEPL and/or the Producer.

6. For Participants below the age of 18, the Parent/Guardian shall abide by any condition and requirement that organizers require for the purpose of participation by the Participant including the conditions required as per Guidelines to Regulate the Child Participation in TV Serials, Reality Shows and Advertisements 2010-2011 issued by National Commission for Protection of Child Rights ("**NCPCR Guidelines**") and the Parent/Guardian agrees that Producer has briefed the Parent/Guardian of the nature of the Show. In cases where the Participant is a resident of any country other than India, such country may have laws/rules/regulations/policies relating to participation of minors in television programs, however, it is hereby clarified that CMEPL and/or the Producer shall not be required to comply with such laws/rules/regulations/policies, and by signing this Form, the Parent/Guardian of the Participant is hereby confirming and accepting the same.
7. For participant below the age of 18, a written approval is procured from the Principal or other head of the school giving permission to the Participant to take leave and shoot for the purpose of participation in the Show.
8. The Participant or Parent/Guardian by filling in the Form warrants that the Participant is medically fit and healthy to take part in the Show.
  - (a) Participants and their parents or guardians must adhere to all health and safety regulations in effect at the time of the audition.
  - (b) By registering for the Program, the applicant represents that you are medically fit and do not have present or past psychological ailments at the time of Audition, any subsequent rounds of interview and/or during the audition. If in the past the applicant has had any psychological ailments or have been under medication for any psychological anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Company in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Program. However, in the event such medical condition renders the applicant unfit for participation in the Program, then the Company shall have the right to disqualify such applicant from further participation. All applicants and selected/shortlisted participants will not be confirmed as Participants if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, COVID-19 etc.). It is the responsibility of the Participant(s) to be medically fit for participation. Nevertheless, the final decision regarding their participation in the Quiz rests entirely with the Company.
9. The Participant or Parent/Guardian, by filling in the Form, warrants that the Participant has not entered into any commercial or other sponsorship agreement (such as a management contract, recording contract and/or merchandising contract) or arrangement with any person, firm or company in respect of appearance of the Participant in the Show.
10. All entries at the Auditions at the respective Audition Centre(s) shall be on first come first serve basis till any time as decided by the CMEPL and/or Producer at its sole discretion. It is further clarified that the CMEPL and/or Producer reserves the right to close the registration process at any of the Audition Centre, in any manner it may deem fit at its sole discretion. The decision of



the CMEPL and/or Producer in such situations shall be considered final and binding and the Participant(s) shall not either through himself/herself or any person on his/her behalf challenge /dispute such decisions. Any Entry made after the period will not be considered for the Auditions and shall be deemed null and void and such decision shall be final and binding upon the Participant(s). The CMEPL and/or Producer shall not be responsible for any entries submitted but not received due to any reason whatsoever.

11. Participant or Parent/Guardian hereby agree, represent and undertake to sign/execute, accept additional documents i.e. release letters, company policies etc., and produce further documents, as may be required by CMEPL and/or Producer promptly, as and when called upon, in relation to your participation in this Audition. CMEPL and/or Producer reserves the right to disqualify participation in case of non-submission and/or delayed submission of such additional documents.
  12. Only 1 (one) Parent/Guardian will be allowed per Participant inside the Audition venue gate. Parent/Guardian shall ensure that all true copies of the above documents are provided by them to enable the Participant to participate in the Audition. Only the Parent/Guardian and Participant for whom the Parent/Guardian has done the registration and who has been provided with a valid unique identification number shall be allowed for participation in the Audition.
  13. CMEPL and/or the Producer, and any related Auditors or Process Advisors are in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental and/or emotional trauma caused to the Participant in any manner whatsoever, in relation to the Show and/or any matters arising out of the Terms and Conditions.
  14. That neither the Participant or Parent/Guardian has been convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the organizers in writing nor has the Participant or Parent/Guardian been involved in any case under the Juvenile Justice Act, 2000 or any other prevailing law.
  15. The Participant(s) or Parent/Guardian do hereby release in favour of and assign to CMEPL and/or Producer all rights including but not limited to the intellectual property rights in and to the Material, on any and all medium, mode and platforms, now or hereafter known, for world and in perpetuity
  16. The Participant(s) or Parent/Guardian shall abide by any requirement put forth by the Producer disallowing any apparel which the Producer deems in its absolute sole discretion to be obscene, vulgar, lewd, defamatory, libelous infringing or prominently bears any commercial, company logos, marks, brands or the name/likeness/image of a celebrity or entity. Participant(s) acknowledge that through their performance, they will not promote any message that is grossly offensive or menacing in nature, or that may hurt any religious/community/gender/race sentiments. In such a circumstance, producers maintain the right to take appropriate legal action.
  17. The Participant(s) or Parent/Guardian shall not bring any weapons, alcohol or non-prescription controlled substances for any part of the audition and agree to irrevocably allow CMEPL, Producers and any of their agents to conduct a discreet inspection of the Parent/Guardian belongings to ensure strict compliance of this condition.
  18. That this Form is completed truthfully and accurate. Participant or Parent/Guardian acknowledges that CMEPL and/or the Producer reserves the right exercisable at any time at its sole discretion to disqualify the Participant from the competition or auditioning process should the Participant at any stage perform or behave in an inappropriate or objectionable manner, supply untruthful,
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inaccurate or misleading personal details and information about themselves and their wards, break the rules or otherwise be in breach of the terms contained herein.

19. Without limiting the foregoing in anyway, Participant or Parent/Guardian agrees to the following:
- a) Producer/CMEPL shall be entitled to alter, adapt, or make additions to or deletions from the Show at its discretion;
  - b) Filling out this registration form or appearing for the auditions does not imply selection for the show in any manner;
  - c) Irrevocably assign to the Producer (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to contribution of the Participant to the Show such that the Producer shall be entitled to use and exploit and license others to use and exploit such contribution by all means and in all media and formats whether now known or hereafter invented throughout the universe for the full period of copyright including any extensions and renewals thereto and participant furthermore irrevocably grant all consents and waivers as required by statute to enable the Producer to make fullest use of the Show without restriction. Furthermore, Participant and Parent/Guardian hereby waive irrevocably in respect of Participant's contribution any and all "Moral Rights" which Participant may have now or in the future under the Copyright Act, 1957 or any similar laws of any jurisdiction and acknowledge the Producer's right to use Participant's name, likeness, voice, biographical details, photographs, and recordings in advertising and publicity material.
  - d) Make and exploit and to authorize the making and exploitation of any recording or fixation of Participant's appearance separately from or in conjunction with the programming throughout the universe in perpetuity in all media whether now known or here after invented;
  - e) Include the name, likeness, voice, biographical details, photographs of the Participants and recordings of interviews with the Parent/Guardian and the Participant separately from or in conjunction with the program in all media and formats throughout the universe including but not the way of limitation in advertising, publicity and exploitation material.
  - f) Not to publicise or discuss with any third party without prior written consent from the Producer any information relating to the Show, Participant's appearance, any of the production team or any participants in the Show nor any other information which may come to the attention of the Participant and Parent/Guardian relating to CMEPL or the Producer or otherwise connected to the Show, save for such information which is already public knowledge. It is not permitted to record audio or video at the location
  - g) To keep the competition rules and the contents of any documents in relation to the Show strictly confidential.
  - h) If contacted by a member of the press, Participant or Parent/Guardian agrees to refer them to the Producer.
  - i) If the participant is selected as a contestant on the Program, he/she will not audition for, appear in, or attend the production of any other talent show.
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20. Participant or Parent/Guardian hereby expressly acknowledge that no fees, royalties, residuals, or other consideration will be payable in respect of any broadcast, subsequent rebroadcast or retransmission or any other use by CMEPL and/or the Producer (or any assignees or licensees) of the Show or any part thereof in any manner or media now known or hereafter invented.
  21. While all attempts will be made to protect the data pertaining to the auditions from loss and/or corruption, Participants agree and acknowledge that all systems are prone to failure and hacking attempts. In the event of any data loss, producers shall make reasonable endeavors or conduct a fresh invitation to entries or continue with whatever data available in the manner it deems fit. Producers will not be responsible for any damage resulting from the loss of data or action taken on account of the same.
  22. The participant shall indemnify and hold CMEPL, its officers, directors and agents and its parent, subsidiaries and affiliates, harmless from and against any and all claims, damages, liabilities, reasonable costs and expenses, arising from his/hers breach of any provisions of this agreement, including, but not limited to, any breach of the above representations, warranties and covenants, which are and will remain true and correct.
  23. Participant or Parent/Guardian hereby expressly consent to CMEPL and/or Producer collecting any personal data and/or sensitive personal data (both terms as defined under relevant legislations) either relating to them or to the Participant. Such personal data shall be collected, stored, used, processed and protected in accordance to the policies of CMEPL and/or the Producer and the applicable laws of India. The Participant or Parent/Guardian hereby also agrees and acknowledges that the data collected from the Participant shall be subject to laws of India and CMEPL and/or the Producer shall not be required to comply with any laws/rules/regulations with respect to such data that may be prevalent in the country of which the Participant is a citizen of.
  24. Participant or Parent/Guardian agrees to be bound by these rules and the decisions of the Producer, the voting audience, and the panel of judges, which shall be final and binding.
  25. It is further clarified that the decision of the CMEPL and/or Producer with regard to the composition of the Panel shall be final and binding on the Participant(s). Neither the Participant or Parent/Guardian nor any person on their behalf shall be entitled to dispute and/or challenge the composition of the Panel at any time. Moreover, the Decision of the judge(s)/ jury/ panel are final and cannot be called into question and/or contested for any reason whatsoever
  26. Participant are aware that the dates and locations of the program are subject to change and agree that the Producer, CMEPL and/or the production personnel of the Show, or any person or entity connected with the production, administration or judging of the audition or the Show, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives are not responsible for and shall not be liable for:
    - i. Any failure or inability for any reason to appear at an audition site or audition or appear before the judging panels;
    - ii. Any costs, expenses, injuries, losses, or damages of any kind caused by travelling to or from the audition venues, being present at the audition venues, participating in the auditioning process or being selected toward or disqualified from continuing in the auditioning process and/or the show;
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- iii. Any printing, typographical or technological errors in any material associated with the Show.
  27. Participant and Parent/Guardian acknowledge that CMEPL and/or the Producers no way warrants, represents, guarantee or promise any rewards or prizes other than those specifically stated in the Show.
  28. It shall be the sole responsibility of the Participants or Parent/Guardian to familiarize themselves with the Terms & Conditions of the Audition, including amendments thereof from time to time. CMEPL and/or the Producer reserves the right at its sole discretion to (i) cancel and/or postpone the Audition without any prior intimation to the Participants or Parent/Guardian; (ii) make amendments to the existing Terms & Conditions and/or Audition Period and/or withdraw, change, alter, amend, the Terms & Conditions, to be made retrospectively or otherwise, without any notification(s) to the Participant or Parent/Guardian; (iii) extend or curtail the Audition Period and /or suspend or abandon the same at any time, without any notification(s) to the Participant or Parent/Guardian, and the Participant or Parent/Guardian shall have no objection to the same whatsoever, nor shall the Participant or Parent/Guardian make any claims /disputes in respect of the same. The Participant or Parent/Guardian further understand and acknowledge that the Participant or Parent/Guardian shall be solely responsible to visit the Website from time to time in order to be informed of any updates, revisions, curtailments, extensions, in the Terms and Conditions, and/or, any abandonment or termination or postponement of the Show, and abide by the same without any recourse to CMEPL, the Producer, its authorised representatives, and each of their employees, for any reason whatsoever.
  29. Participant or Parent/Guardian further represent that he/she is not an employee of, or are a parent, sibling, or child of an employee, of the following:  
"CMEPL, the Producer; Frames production private limited; the judges; the host(s); production team; any prize providers and any person or entity connected with the production, administration or judging of the auditions of the Show, and the parent companies, affiliates, subsidiaries, agents or representatives of any of the above".
  30. Participant agree that the Producer may assign all rights in Participant's contribution to and participation in the Show to any of CMEPL's holding, subsidiary, affiliated, related and/or associated corporations/companies/or successors in the title and to any other third party at any time.
  31. In the matter of interpretation of any rules and conditions of the Show, the decision of the Producer and/or CMEPL shall be final and binding on Participant.
  32. This Form, the Show and the participation of you or your child/ward in the Show shall be governed and construed in accordance with the laws of India. Any dispute shall be subjected to the exclusive jurisdiction of the courts in Mumbai, India.
  33. Participant agrees to the terms, conditions set out above and that all the information given by Participant in this form may be used in the program at the Producer's sole discretion.
  34. Participants specifically agree and acknowledge that any disputes or claims shall be resolved individually, and the participants agree to not file by resort to any form of class action and or through any family member and or through any third-party applications, criminal and/or civil
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proceedings in any courts or forums against the Producer and/or CMEPL and/or their directors, employees, affiliates or subsidiaries to claim any damages.

35. Participants must enter the Program and/or the Auditions voluntarily on their own behalf, without any compulsion and/or duress and Entry(ies) by proxy will not be accepted.
36. Producer and/or CMEPL reserves all rights to make amendments to the existing Terms and Conditions or withdraw, change, alter, amend the mechanism of selection, participation, process of elimination, Terms and Conditions, Period and/or Program without giving prior notice to the Participant(s). Such changes to the Terms and Conditions shall be binding on the participants and it shall be the sole responsibility of the Participant(s) to check the Terms and Conditions on the Website, from time to time
37. If the Participant(s) fails to attend any Level of the Auditions at the venue on the dates and times as informed by the CMEPL and/or producer for any reason whatsoever, the entry of the Participant(s) will be invalid, and he/she shall be disqualified.
38. CMEPL and/or producer reserves the right to cancel and/or postpone the Program/Auditions without assigning any reasons and/or without giving any prior intimation to the Participant(s).
39. You acknowledge that in case the audition obligation cannot be fulfilled due to war, industrial action, flood, pandemic or any act of God or unforeseen event beyond the reasonable control of the organizer then such non-performance or failure shall not be deemed as a breach of these terms and conditions and producer/organizer shall be at liberty upon their sole discretion to terminate the audition process and/or the participation of an Participant forthwith and such decision shall be final and binding.
40. You understand that in the event of a malfunction, interruption, discontinuation, disruption or dispute of any nature whatsoever affecting the audition or any other program activity, the Company's decision with respect to the handling of such event (including, but not limited to, whether to continue, restart, revise, reschedule, re-do, or cancel or the manner in which to do any of the foregoing with respect to the audition activity) shall be final. The Company shall have the option, but not the obligation to resume, or abandon any audition activity, in the Company's sole discretion.

#### **4. OTHER CONDITIONS:**

1. By virtue of entering the venue, Participant or Parent/Guardian agrees that such Participant or Parent shall be captured on camera and the Organizers shall have the complete authority to use the footage in any manner and form as recorded by the Organizers as they deem fit, for the Show.
  2. Only Participant or Parent/Guardian and Participant for whom the Parent/Guardian has done the registration and who has been provided with a valid unique identification number shall be allowed for participation in the Audition.
  3. The entry for the on-ground Audition venue will close at 4.00 pm sharp and any Participant who fails to report at the Audition or along with their Parents/Guardians if required, at the venue desk shall lose his/her chance to participate. CMEPL will reserve the right to change this time on the date of ground audition without prior notice.
  4. No refreshments or food apart from water shall be provided by the Organizers and the Parents/Guardians are requested to carry dry snacks like biscuits / cakes etc. for themselves or their child aspirant to participate in the Auditions.
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5. Organizers will not be responsible towards any expenses incurred by the Participant or Parent/Guardian of the Participant for the Auditions including but not limited to any travel and accommodation expenses incurred by them.
  6. Decision of the judge(s) are final and cannot be called into question and/or contested for any reason whatsoever.
  7. In light of security at the venue, the Participant and/or Parent/Guardian may be frisked, and belongings physically checked by the concerned security staff of the Organizer.
  8. Parent/Guardian along with the Participant will be allowed to audition only once, in any city, any re-entry in another city would be automatically disqualified.
  9. Parents/Guardians shall ensure the safety, security and well-being of the Participant and Organizers shall not be in any manner liable for any arrangements, whatsoever.
  10. Parent/Guardian shall ensure that once the Participant enters the venue gate, the Participant shall abide by the various terms and conditions and requirements and/or agreements as asked for by the Organizers, failing which the Organizers shall have the absolute discretion to disqualify the Participant and Participant along with the Parent/Guardian may be asked to leave the venue of Audition.
  11. At all times, Participant and Parent/Guardian agrees that the decisions of the Organizers shall be final and binding and they shall not have any claim against such decisions taken by the Organizers in respect of the Audition and the Show.
  12. All the content related to the Show has originally been written in English. In case of any conflict in the interpretation between any translated language, the interpretation of the English content shall prevail.
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