

## **RULES & REGULATIONS/ TERMS AND CONDITIONS GOVERNING PARTICIPATION IN THE X FACTOR INDIA AUDITIONS**

**THE X FACTOR INDIA** ("Program") is proposed to be telecast on the channel 'Sony Entertainment Television' ("Channel") which is owned by Multi Screen Media Private Limited and / or its affiliates ("Company").

### **Following are the Rules and Regulations for participation in the Program**

#### **a. Definitions**

1. "Auditions": means the ground Auditions held at various cities on certain dates as informed to the selected Participants(s)
2. "Program": The X Factor India
3. "Producer": means the producer of the Program which is Freemantle India Television Productions Private Limited
4. "Organizers": The Producers, and all the other personnel from the Company and Channel who are involved with the execution of the Program
5. "Registrant": All persons who send an SMS to the shortcode in the desired format, or call the given IVRS number(s).
6. "Participant": The Registrant(s) who is selected by the randomizer software to be a part of the auditions.
7. "Channel": 'Sony Entertainment Television'
8. "Company/MSM": Multi Screen Media Private Limited, .
9. "Rules and Regulations": These Rules and Regulations governing the said Program, stated herein in entirety, as updated from time to time.

#### **b. Eligibility**

- 1) This Program is open for all Indian nationals who meet the below mentioned preliminary conditions:
  1. All Indian citizens born on or before January 15, 1995 are eligible to register, however if the Registrant is not yet 18 years as on January 15, 2011, he / she has to be accompanied by his / her parent or legal guardian if selected for the audition round.
  2. Has in his / her possession one of the legal documents as mentioned below to prove his / her age and identity (Driving license, voters identity card, school leaving certificate, birth certificate, ration card, passport, PAN card). In the case of parent / legal guardian, the document proving such right to enter into an agreement on behalf of the minor also has to be carried along with 1 passport size photograph plus 1 full length and 1 frontal photograph of the Registrant.
  3. The Registrant should be of sound health and mind.
  4. The Registrant(s) acknowledges that he/she has voluntarily chosen to participate in the Program at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Program.
  5. Registrants must be of good moral character and not be under the influence or habit of any medication, drugs or other psychotropic substance which may impair their ability to participate in the Program. Use of any prohibited substances could lead to disqualification.
  6. The Registrant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Registrant.

- 2) Any person who misrepresents as the parent or legal guardian of a minor Registrant shall be liable for criminal prosecution.
- 3) The Registrant shall undertake, warrant and guarantee to the Company that the Registrant has the full legal capacity to participate in the Program in accordance with these Rules and Regulations.

#### c. Timelines

- 1) The Auditions for participation in the Program will follow the following timelines:

Location	Audition Date		Lines Open	
	Start date	End date	Date	Time
Ahmedabad	12-Feb	12-Feb	20-Jan	21:00:00
Kolkata	15-Feb	16-Feb	20-Jan	21:00:00
Delhi	*TBA	*TBA	20-Jan	21:00:00
Lucknow	23-Feb	23-Feb	20-Jan	21:00:00
Indore	27-Feb	27-Feb	20-Jan	21:00:00
Mumbai	4-Mar	5-Mar	20-Jan	21:00:00

**\*\*The Delhi Auditions for X Factor India scheduled for 19<sup>th</sup> February, 2011 and 20<sup>th</sup> February, 2011 have been postponed due to unforeseen circumstances. The revised dates for the Delhi Auditions will be announced soon on this website by the Organizers. All registered participants for the Delhi auditions will be informed of the revised dates and the venue by the Organizers. Participant(s) who are auditioning through the Jump the Queue Passes for Delhi Auditions can participate once the revised dates for Delhi are announced by the Organizers on this Website.**

- 2) **The lines for registration will open on 20<sup>th</sup> January, 2011 across India.**
- 3) Closure of registration period is at the discretion of the organizers.
- 4) Efforts will be made by the Organizers to follow the above timelines. However, in the event of circumstances beyond the control of the Organizers, these timelines may be altered
- 5) Organizers and its sub-contractors cannot and shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Program on account of any factors beyond its control.

#### d. Registration

- 1) In case the call and / or SMS ("Entry") are made after the lines have closed, or calls are in progress when the lines are closed, the said registration shall not be deemed as valid.
- 2) The number of operators providing the service on SMS and IVRS may change from time to time and the Organizers will make an effort to inform the audience about the same. Charges for each call and SMS shall be as per the respective operator and is higher than normal call and SMS rates.
- 3) Each Registrant shall be entitled to submit multiple entries. The Registrant will be permitted only one chance to audition at a location irrespective of the number of attempts made by him / her to register.
- 4) SMS or Calls originating from a particular number shall be deemed to be from the owner of the number unless intimated in writing to the Organizer. In the event the Registrant uses

a public phone or a phone not registered in his name for IVRS registration, The Company will not be held responsible identifying and contacting the said Registrant.

- 5) All registrations shall be subject to completion of the procedures by the Applicant as per instructions received by SMS or IVRS. Organizer shall not be liable for any failure of the SMS or the IVRS system or incomplete registrations.
- 6) Taking part in the registration process shall be deemed to be consent by the Applicant to receive promotional messages about the shows and programs of the Organizer and messages relating to the Program from or any third party so authorised by the Company.
- 7) There are 2 categories that a registrant can participate in:
  - a. Solo performance
  - b. Group performance

Solo performance is further segregated as:

- a. Between 16 and 24 completed years of age as on January 15, 2011.
- b. Equal to and above 25 years of age as on January 15, 2011.

Group performance is for a group of 2 or more people, all of which should be above the age of 16 years as on January 15, 2011.

- 8) The Registrant(s) understands that their choice will be based on a randomizer software. The Company will not entertain and permit the Registrant(s) or any of their representatives to check / audit / challenge the logic of the randomizer software.
- 9) The randomizer draw process will be performed using pre-defined reservation criteria, as follows:

	Solo		Group
	Between 16 and 24 years of age	Above 25 years of age	
Percentage	33.33 %	33.33 %	33.33 %

The grid will be used on a best effort basis, as the same depends on the nature of participation across the defined categories. In the event one or more cells of the grid are not populated by the Randomizer software, due to inadequate valid registrations, the balance will filled in at the discretion of Company management

- 10) The Company shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the registration process.
- 11) The Company shall not be responsible and/or liable in any manner whatsoever in case the Registrant(s) is unable to participate in the audition process due to failure in delivery of the confirmatory message/ call
- 12) The registration does not guarantee the selection or participation of the Registrant in the Audition and such selection shall be as per the sole discretion of Organizer. The Registrant shall not and waives any right to question the selection process, non selection of the Registrant and/or the selection of any other Registrant.
- 13) In the event that a registration is contested and it is not possible to determine with certainty the person who registered from that particular telephone number, the entry would be disqualified. Registrants are requested to use phone numbers which are unique to them and where they do not foresee such difficulties.
- 14) Persons must enter the Program on their own behalf and registration by proxy will not be accepted, even for their immediate family members. An entry is not transferrable.
- 15) Timelines are subject to change based on on-ground conditions, degree of participation, technical issues, force majeure reasons, etc. Channel and Company are not responsible if the out bound dialer call is not successful due to:

- a) Line being busy
  - b) Congestion
  - c) No answer received
  - d) Poor call conditions / unclear reception
  - e) Number engaged
  - f) Call drop
  - g) Other reasons that could render a call unsuccessful or terminate it.
- 16) MSM and its agents, affiliates and representatives will use their best efforts to contact the selected Registrants, but will not be responsible or liable in any way whatsoever if the Registrants cannot be reached by SMS or by Out bound dialer call within 2 attempts made by the Company.
- 17) The Company will attempt to inform the Participant about his selection at least 2 days prior to the audition venue for which he/ she has been shortlisted.
- 18) In the event the Registrant is not available on the defined audition dates, the Registrant will not be permitted to change his / her audition location.
- 19) Post submission of the entry via SMS or IVRS, the Registrant(s) will not be permitted to modify / alter / change any details submitted.
- 20) If entries are received for participation, it is assumed that the person sending in the entry has provided us with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry

#### **e. Auditions**

- 1) The Participant will be provided with an audition code in case he / she is selected by the randomizer software. The Participant shall retain the registration code and provide the same on demand at the Audition venue along with necessary identity documents and proof of age. The Organizer may disallow entry to the Audition in the event the Applicant is not able to provide/produce the registration code or the documents as required. On verification, if any of these documents are not found to be in order, the participation of the Participant to the Audition or the Program may be terminated immediately by the Organizer.
- 2) The number of Registrants and the performances to be selected / shortlisted shall be at the sole discretion of the Organizer.
- 3) The performance of the Participant at the Audition shall not be obscene, vulgar, have racial or religious connotations.
- 4) The Applicant should inform the Organizers in writing in case they will be carrying any props at the venue and will require prior permission for usage of the same at the venue.
- 5) Organizer shall have the sole discretion to discontinue/cancel the Audition and/ the Program at any point of time and the Applicant shall not raise any claim due to such discontinuation or cancellation.
- 6) The Company will not be in a position to permit changes to dates and venues of Audition if requested by Participant. The audition process may take one or more days, and the Participant may be required to be present for the entire period of the Audition.
- 7) Apart from the registrations, the Organizer may at its discretion provide a chance for entry to the Audition for unregistered people/ walk-in participants also.
- 8) Organizer shall not be held liable in the event of injury or any physical or mental harm caused to the Participant or even death during the course of the Auditions
- 9) All costs incurred by the Participant including but not limited to traveling, accommodation or food and the arrangements for the same shall be the responsibility of the Applicant and no claims for the same shall be made against the Organizer.
- 10) The Auditions at each venue shall start at 9.00 a.m .and shall end by 6.30 p.m. In the event of large number of registrations, the chance to be Auditioned shall be strictly on a first come first basis. No further requests for audition shall be entertained by the Organizers.

- 11) Notwithstanding any other provisions in these Rules and Regulations, the Company may, at its sole and absolute discretion, cancel or reschedule the Auditions, or hold additional Auditions on such other dates and at such places as it may determine and the Participant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Company and shall attend at any and all such additional Auditions.
- 12) All Participants shall maintain the decorum of the Audition venue and shall abide by the Rules and Regulations thereof. Further, the instructions of the Organizer shall be adhered to strictly. Any Participant who acts in contravention to the instructions of the Organizer or creating nuisance either to the Organizer or the other Participants or generally in and around the venue of the Audition shall immediately be disqualified from participating in the Auditions and shall be escorted outside the Audition venue.
- 13) The decision of the Organizer in connection with the Audition including but not limited to short listing the Participants will be final & binding and is non-contestable. The short listing process of the Participants shall include but not be limited to the creative requirement for the Program. The Participant shall not question such process. In case of any dispute or difference in respect of this Audition, the decision of the Organizer shall be final and binding on all concerned.
- 14) Even after final selection for the Program, the Organizer and / or the Company shall have the absolute right to replace any of the Participants as per their discretion and creative requirement.
- 15) The Company / Producer will not be responsible for any loss / theft of belongings of the Participant on the sets of the Program, before / during / after the shoot, or at the time of the Audition.
- 16) The Company's decision (or, where appropriate, the decision of the Judges) shall be treated as final.
- 17) Use of mobile phones will not be permitted during the auditions and shoots. It may lead to disqualification.
- 18) Minors that are not accompanied by their parent / legal guardian will not be permitted to proceed with the Audition of the Program.

**f. General Rules and Regulations**

- 19) By virtue of registration, the Registrant hereby agrees to the abovementioned conditions and undertakes as follows:
  1. The final participation in the Program shall be subject to the Applicant being selected in the live Audition round and the execution of a written agreement with the producer of the Program.
  2. At no point of time will the Company/Producer be obliged to notify unsuccessful Registrants of its decision.
  3. Each short listed Participant might be required to enter into a full form agreement with the Organizer or the Company and in case of failure to enter into such agreement; the Organizer or the Company shall have the option to replace the Participant.
  4. Apart from the entitlement to be part of the Program, the Participants or his/her legal heirs will have no other rights or claims against the Organizer and or the Company. For the sake of clarity it is stated that the Participants of the Audition or the final participants of the Program shall not be paid any consideration and the sole consideration for the participants shall be the chance to participate in the Program.
  5. These Program Rules and Regulations and the Program shall be governed by and construed in accordance with the laws of India and the Registrants submit irrevocably to the jurisdiction of the Courts in Mumbai.

6. Organizer will not be liable for any loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the Audition or the Program if selected.
7. Participation in this Audition implies acceptance of all the Rules and Regulations set forth by the Organizer for the Audition as herein contained. Participation in the Audition also implies the permission for Organizer, and its affiliates to click photographs, record videos of the Participant and use the Participant's name, photographs, likeness, voice and comments for advertising, promotional or any other purposes on any media worldwide and in any way as per discretion of the Organizer throughout the world in perpetuity without any compensation to the Participant whatsoever.
8. The Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with the Organizer or the Company as the case may be.
9. On request of the Organizer, the Participant shall also make arrangements for the Organizer to have access to his/her residence, work place, favorite hangouts, pets etc. and obtain necessary permissions from his/her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc.
10. Any photographs, videos etc. submitted to the Organizer or recorded by the Organizer during or subsequent to the Audition as aforementioned shall on submission/creation become the property of the Organizer and shall be available to the Organizer for exploitation throughout the world in perpetuity.
11. No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Program or the Audition.
12. The Participants shall at all times shall keep confidential the selection process and all details regarding the Program which he might be informed of or which he might learn or come to know of as a Participant in the Audition or as a short listed potential candidate. The Participant shall at no time communicate to any third person or the media or give any interviews on his/her participation in the Audition or potential participation in the Program without prior written consent of the Organizer and/or the Company. Violation of this clause shall immediately disqualify the participant's prospects of further participation.
13. None of the Participants shall, without the prior written approval of the Company, speak to the press or any other media nor give any interviews or comments relating to the Program. The Registrant shall not disclose any information whatsoever relating to the Company to any other party.
14. The Participant/Applicant hereby agrees to fully indemnify the Organizer against any claims for expenses, damages or any other payments of any kind, including but not limited to that arising from his/her actions or omissions or arising from any representations, misrepresentations or concealment of material facts.
15. The Company shall have the discretion to enter into a prize agreement with the winner(s) of the Program subject to the terms and conditions contained therein.
16. The Organizer reserves the right to change/ modify Rules and Regulations and/ or criteria of the Audition, at any time at their own discretion, prospectively or retrospectively, and without any prior notice and without assigning any reason.
17. By virtue of registration for this Audition, the Registrant agrees to the Rules and Regulations hereinabove, accepts and agrees to follow the Rules and Regulations of the Audition and to be bound by any decisions made by the Organizer, including any interpretations of these Rules and Regulations and undertakes to abide by the same or any changes thereto.
18. All attempts will be made to protect registration data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines of the Participant selection process, Company may have to continue with whatever data is available or in any other manner as it may deem reasonable.

19. It is a condition of entry and participation in the Program that the Registrant has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing and/or merchandising contracts) or other arrangement for example with a management company or an individual to act as the Registrants manager in respect of his/her musical or performing abilities or the products thereof or in respect of his/her name, likeness, image or biography which might be in breach of the Release Form or the Program Rules or otherwise prevent the Registrants from participating in the Program or the broadcast, promotion, exploitation or sponsorship thereof.
20. The Company, Producers, the Judges, the advertising agencies, the sub-contractors used by Company for the Program, and any person or entity connected with the production (including the format owners and the broadcasters of the Program), administration or judging of the Auditions, the Program (the "Relevant Parties") shall be under no liability whatsoever to the Registrants or the contributors, in respect of any loss, damage suffered by the Registrants or contributors arising from or pursuant to the Program or for any and all loss, damage, cost, expense or injury to life or property sustained by the Registrants.
21. In the event of any violation to the aforementioned or in case it comes to the knowledge of the Organizer that the details submitted by the Registrant in the application are not correct, the Registrant shall immediately be disqualified from being considered to be a participant for the Auditions or for the Program and shall solely remain liable for any action (criminal/civil) arising there from.
22. The Participants(s) of the Program agree that he/she shall hold harmless the Channel, Company, its employees, officers, sub-contractors or any other person in connection with the prize won by him/her and/or in relation to the Program including but not limited to the procedure in the Program and shall also not 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 sponsor and/or the Channel/Company to claim any damages or reliefs.
23. If Registrants are unclear as to the Rules and Regulations he/she will have to send an email to [xfactorresponse@setindia.com](mailto:xfactorresponse@setindia.com). The Company shall endeavor to the best of it's ability to respond thereto. The above shall not, however, be a ground for extension of time / deadlines as specified herein.
24. If at any time, including after disbursement of prize, any information submitted by the Registrant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Registrant(s) shall be liable to refund all amounts received by him/her from the Company.