

BOOGIE WOOGIE AUDITIONS 2013

TERMS & CONDITIONS

“Boogie Woogie” is a dance Program produced (“**Program**”) by R&N TV Productions (“**Production House**”) for MSM Satellite Singapore Pte.Ltd. and/or its affiliates (“**MSM**”) acting as a. Production House and MSM, and both shall be jointly referred to as Organizers.

The purpose of the present audition is to select dancers who can perform dance acts in the Program for the purpose of telecast on Sony Entertainment Television (“**SET**”/“**Channel**”) or any other channels of MSM. The Program being a dance Program, MSM is looking for Participant(s) with the talent to perform dance choreographed themselves or based on given choreographed act (“**Act**”).

1. For the purpose of the Program, Production House/MSM shall conduct Auditions by way of on Ground Auditions (defined below) to be held at such locations as specified below.

2. ELIGIBILITY FOR ENTRIES AND AUDITIONS:

- 2.1 The Participant(s) must be citizens of India residing in India. The residents of other countries and non-citizens of India are not eligible to participate. The Registrant(s) must have a valid nationality proof like passport, PAN Card, Ration Card, Adhar Card etc. and the Participant(s) shall produce documents (listed below) at the request of the Production House.
- 2.2 The Participant(s) can be between the age group of 6 years and above and not more than 14 years as on 26th September, 2013 who can participate after being registered by the Registrant(s) (defined below) being their Parent or Guardian. (“**Participants**”).
- 2.3 The Participant(s) should not have any criminal record and/or be declared as an insolvent and/or of an unsound mind.
- 2.4 The Participant(s) should be of sound mind and health and must not be disqualified by law.
- 2.5 For clarity purpose :
 - (a) “**Parent**” shall mean the natural parent of the Participant(s) being his or her biological Father or Mother.
 - (b) “**Guardian**” shall mean such Guardian as appointed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890. Any other claim for Guardianship shall have to be established by way of proper

documentation and Company shall have the sole discretion to decide about allowing such Participant(s).

- 2.6 The Parent/Guardian of the Participant(s) shall register on behalf of the minor Participants to enable their participation in the Program in the manner prescribed hereinafter and shall enable the minor Participant(s) to do such acts as specified hereafter.
- 2.7 The Parent and/or Guardian of the minor Participant(s) shall hereinafter be collectively referred to as “**Registrant(s)**” who shall register via the following platforms/modes:
- Online;
 - By phone call on the dial in numbers ;
 - directly through Walk-in Ground Auditions by filling up of registration form on the spot in the on Ground Auditions venue; and
 - Or any other platform / medium that the Company shall include / advertise from time to time.
- 2.8 The Registrant(s) shall not be the employees, agents and promoters (including their immediate family members) of MSM and/or Production House, and of its divisions, affiliates and subsidiaries, and others associated with the Program in any manner; Registrant(s) falling under any of the aforesaid categories specified herein are not eligible to participate in the Program and in case they do participate or register to participate by misrepresentation, MSM/Production House shall in its sole discretion shall discontinue with such Registrant(s)’ participation.
- 2.9 MSM/Production House shall be entitled to verify the entries or seek for such proof from the Registrant(s) as shall be necessary in respect of the entries at any time as the Production House/MSM shall deem necessary.
- 2.10 MSM/Production House has the right at any time to require proof of identity and/or eligibility. Any failure to provide such proof within a reasonable time could result in disqualification from the Auditions/Program. All personal details and information requested by and supplied to the Production House by Registrant(s) must be truthful, accurate and in no way misleading. MSM/Production House reserves the right to disqualify any Registrant(s) from the Auditions in its sole discretion, should the Registrant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information.

3. **REGISTRATIONS**

- 3.1 The Program is open to the Participant(s) being children between the age 6 years and above and not more than 14 years of age as on September 26, 2013. The application and release form should be reviewed, approved and signed by the Registrant(s) being the Parent or Guardian of the Participant(s).
- 3.2 The promotions of the Program will be aired on the Channel from September 26, 2013 onwards inviting all viewers to register for on-ground Auditions of the Program or such other dates for promotion as decided by MSM in sole discretion.
- 3.3 **GROUND AUDITIONS/AUDITIONS:** Auditions shall take place at the following locations as per the timelines mentioned below :-

Location	Venue Address for each location	on–Ground Auditions Dates
Kolkata	Confederation Of Indian Industry, DC-36 Sector 1 Salt Lake Kolkata - 700064	16 th October, 2013 and 17 th October, 2013
Delhi	Rukmini Devi Public School, CD Block, Pitampura, Delhi - 110034	11 th October, 2013 and 12 th October, 2013
Ahmedabad	Bhagyashree Banquets near Kalasagar Mall, Sattadhar Cross Road, Narayanpura, Ahmedabad - 380061	18 th October, 2013 and 19 th October, 2013
Bhopal	Oriental College of Technology, Thakral Nagar, Raisen Road, Bhopal-462021	07 th October, 2013 and 08 th October, 2013
Ranchi	The Chanakya BNR hotel, Station Road, Ranchi, Jharkhand - 834001	07 th October, 2013 and 08 th October, 2013
Mumbai	H.K. College, Oshiwaar Jogeshwari West, Mumbai – 400102	11 th October, 2013 and 12 th October, 2013

- 3.4 The Registrations via Online and Telephone, as more specifically mentioned below, shall start on September 26th, 2013 at 08:00 P.M. (IST) (**Entry Start**) and end on October 12th, 2013 at 06:00 P.M. (IST) (**Entry Closure**).

A. ONLINE

- (i) Online Registration for Auditions shall have to be made by logging at the website www.setindia.com (“**Webiste**”) by filling in the following details:
- Name of Registrant(s)
 - Contact number
 - Email Address
 - Full name of Participant(s)
 - Relationship with Registrant(s)
 - Age of Participant(s) (as on September 26, 2013) (for e.g. if a person is 12 years and 11 months old, they will have to enter 12 years as their age)
 - Gender

- (h) Preferred Auditions location out of the above mentioned locations or any other location as designated by the Organizers,
- (ii) The Registrant(s) must then check the box that signifies his/her consent and acceptance of the Terms and Conditions governing the participation in the Program.
- (iii) On submission of the online registration form, unique identification number will be generated which will be displayed on the screen and also be mailed to the Registrant(s)' email address. Further the registration details will be saved in the database of the Organisers. The Registrant(s) shall then receive a confirmation email and physical copy of the same needs to be presented by him/her at the Auditions venue.

B. TELEPHONE

- (i) the Registrant(s) shall call on the below mentioned dial-in numbers provided for each Location (defined below in table) and provide the following details :-
 - (a) Name of Registrant(s)
 - (b) Contact Number
 - (c) Email Address
 - (d) Full name of Participant(s);
 - (e) Relationship with Registrant(s)
 - (f) Age of Participant(s) (as on September 26, 2013) (for e.g. if a person is 12 years and 11 months old, they will have to enter 12 years as their age)
 - (g) Gender
 - (h) Preferred audition location

Location/venue	Dial in Numbers for Registration
Kolkata	+919748267956
Delhi	+919650258612
Ahmedabad	+919662511559
Bhopal	+919752569017
Ranchi	+919771546598
Mumbai	+919892117819

The cellular/landline number from which the registration for Auditions is received will be used as unique identification number received to identify the Registrant(s).

- (ii) Rates and/or Roaming rates may apply and Registrant(s) should contact the telecom service provider for the applicable rates.
- (iii) Invalid entries will also be charged.

C. WALK- IN REGISTRATION

- (i) The Walk-in-Registrations at the aforementioned locations shall be conducted on the such date and time as stated in table 3.3 above.
- (ii) The Organizers shall at its sole discretion conduct Walk-in-Registrations at such other locations/cities, which shall be intimated through on-air promotions and/or on MSM's Website.

(iii) The Registrant(s) shall enroll and fill-in the registration form on the spot at the respective venues on the date of Walk in Auditions. The following details will be required :-

- a) Name of Registrant(s)
- b) Contact Number
- c) Email Address
- d) Full name of Participant(s);
- e) Relationship with Registrant(s)
- f) Age of Participant(s) (as on September 26th, 2013) (for e.g. if a person is 12 years and 11 months old, they will have to enter 12 years as their age)
- g) Gender
- h) Audition city

3.5 The entry at the Ground Auditions venue for registered Registrant(s) will be subject to verification and in support of the details entered for Registration, the Registrant(s) shall have to bring at the Auditions venue, the following:

(a) For valid name proof (any one of the following):

- PAN Card
- Passport
- Voter ID or
- Driver's License

(b) For Valid address proof (any one of the following):

- Landline Phone / Electricity Bill
- Passport
- Voter ID
- Driver's License or
- Ration card
- 1 (one) passport size photograph plus 1 full length and 1 frontal photograph

For Participant(s):

- Consent letter for participation from Parent(s) / Guardian(s)
- 1 passport size photograph plus 1 full length photograph
- For valid name proof (any one of the following):
 - Birth certificate
 - Bonafide certificate with the child's identity attested by the Principal of the school being attended/ School ID Card
 - Passport
 - Ration card
- For valid age proof (any one of the following):
 - School ID Card
 - Passport Programing the relation between the Parent/Guardian and the Minor
 - UID/Aadhar Card
 - Ration Card
 - Birth certificate

- 3.6 The Entries where complete information has not been shared as requested in the registration form will be disqualified.
- 3.7 Any Entries made after the Entry Closure shall not be accepted by MSM/Production House.
- 3.8 The Registrant(s) will need to carry the original document and 2 attested photocopies of each document. All the above mentioned documents must be in Hindi or English only.
- 3.9 Any entry made by the Registrant(s) is not transferrable in case of any other child/children of the Registrant(s) other than the Participant(s) whose details have been entered.
- 3.10 The Organizers have the right at any time to seek proof of identity and/or eligibility. And any failure to provide such proof within a reasonable time could result in disqualification from Participation in the Program.
- 3.11 Organizers may use the information provided by the Registrant(s) to verify age and identity and to carry out background checks with law enforcement and government agencies. Organizers may share the information provided by the Registrant(s) as part of the selection process and in connection with the production and promotion of the Program.
- 3.12 Any queries with regard to the Program can be sent to boogie-woogie@setindia.com
4. The Participant(s) must be accompanied by the Registrant(s) and will have to be present at the allotted Auditions venue on the date and time allotted to such respective Participant(s) along with the documents and photographs required (both in original and attested photocopy).
5. The on Ground Auditions shall be conducted at the above mentioned venues on the above mentioned dates in point 3.3. The following rules are binding on all Registrant(s) and Participant(s) present at all the venues along with the other rules mentioned below in this document.
6. The gates at the venue for the purpose of participation for the Ground Auditions shall open at 08:00 A.M. on the dates mentioned in point 3.3 and the gates shall close at 04:00 P.M. or earlier if the capacity of the said audition venue is full. No further requests for an Auditions shall be entertained by the Production House/MSM.
7. The entry shall be on first-come-first-serve basis at the above mentioned times only at the venues specified below.
8. The number of Registrant(s) shortlisted shall be at the sole discretion of the Production House/MSM.

9. The Parent/Guardian on behalf of the minor Participant(s) shall ensure that the performance by the Participants at the Ground Auditions shall not be obscene, vulgar, have racial or religious connotations.
10. The Registrant(s) and/or Participant(s) shall not be allowed to record the performances under any circumstance.
11. The Registrant(s) should inform the Production House/MSM about carrying any props for the dance Act of Participant(s) into the Ground Auditions venues and the Production House/MSM's decision on permission for usage of the same at the venue will be final.
12. Production House/MSM shall have the sole discretion to discontinue/cancel the Ground Auditions and/ the Program at any point of time and the Registrant(s) and/or Participant(s) shall not raise any claim due to such discontinuation or cancellation.
13. The Production House/MSM will not be in a position to permit changes to dates and venues of Ground Auditions if requested by Registrant(s). The Ground Auditions process may take one or more days, and the Participant(s) along with Registrant(s) may be required to be present for the entire period of the Ground Auditions.
14. Production House/MSM shall not be held liable in the event of injury or any physical or mental harm caused to the Registrant(s) and/or Participant(s) or even death during the course of the Ground Auditions.
15. All costs incurred by the Registrant(s) for their child/children and themselves including but not limited to traveling, accommodation or food and the arrangements for the same shall be the responsibility of the Registrant(s) /applicant and no claims for the same shall be made against the Production House/MSM.
16. Notwithstanding any other provisions in these rules and regulations, the Production House/MSM may, at its sole and absolute discretion, cancel or reschedule the Ground Auditions, or hold additional Ground Auditions on such other dates and at such places as it may determine and the Registrant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Production House/MSM and shall attend at any and all such additional Ground Auditions.
17. Registrant(s) and Participant(s) shall maintain the decorum of the Ground Auditions venue and shall abide by the rules and regulations thereof. Further, the instructions of the Production House/MSM shall be adhered to strictly. If the Participant(s) and/or Registrant(s) acts in contravention to the instructions of the Production House/MSM or creates nuisance either to the Production House/MSM or the other Registrant(s) or generally in and around the venue of the Ground Auditions shall immediately be disqualified from participating in

the Ground Auditions and shall be escorted outside the Ground Auditions venue.

18. The decision of the Production House/MSM in connection with the Ground Auditions including but not limited to short listing the Participant(s) will be final & binding and is non-contestable. The short listing process of the Participant(s) shall include but not be limited to the creative requirement for the Program. The Registrant(s) and Participant(s) shall not question such process. In case of any dispute or difference in respect of this Ground Auditions, the decision of the Production House/MSM shall be final and binding on all concerned.
19. For clarity purpose, even after final selection for the Program, the Production House/MSM shall have the absolute right to replace any of the Participant(s) as per their sole discretion and creative requirement.
20. The Production House/MSM will not be responsible for any loss / theft of belongings of the Registrant(s) and Participant(s), at the Ground Auditions venue or on the sets of the Program, before / during / after the shoot, or at the time of the Ground Auditions.
21. The Production House/MSM (or, where appropriate, the decision of the Judges) shall be treated as final.
22. The use of mobile phones will not be permitted during the auditions and shoots. It may lead to disqualification of the Participant(s).

GROUND AUDITION DETAILS

23. For the purpose of the Program and on Ground Auditions, Production House/MSM shall also:
 - (a) Allow entries from various prospective Registrant(s) for the following details by ("**Entries**"):
 - i. Full name
 - ii. Residential Address
 - iii. Age of Participants (should have completed 18 years as on September 26, 2013)
 - iv. Telephone Number
 - v. Other Contact Details
 - (c) Production House/MSM shall carry out an audition of the Registrant(s) selected out of the aforementioned Entries by the Registrant(s) at the sole discretion of the Production House/MSM.
 - (d) The Participant(s) who shall be selected from the aforementioned Auditions at the sole discretion of the Production House/MSM shall be asked to perform their Act for the Program.

24. The Registrant (s) agree that by presenting their child/children at the Ground Auditions venue or by calling on the dial in numbers provided for each Location/Auditions city or by sending an e-mail to the above mentioned e-mail address, or by providing the Entries at the Website the Registrant (s) agree to be bound by the Privacy Policy and the Terms of Use provided at the MSM's website www.setindia.com (“Website”).
25. Production House/MSM shall not be responsible for the quality of the call for the purpose of the Entries and shall not be liable for poor audibility or connectivity issues at the time of the call for the purpose of the Entries. Inability of the Registrant(s) to connect to the number provided above shall not entitle the Registrant(s) for any claim against the Production House/MSM and Production House/MSM shall in no manner be held liable for the Registrant(s) inability to connect using the above telephone number(s) or e-mail for the purpose of the Entries or Auditions.
26. Production House/MSM shall not be responsible for any connectivity problem to the internet, or server problems resulting in temporary blocking of the Website and thereby inability of the Registrant(s) to provide Entries at the Website. Inability of the Registrant(s) to provide Entries at the Website for any reason shall not entitle the Registrant(s) for any claim against the Production House/MSM and Production House/MSM shall in no manner be held liable for the Registrant(s)' such inability.
27. Production House in its sole discretion shall choose the Registrant(s) from amongst the Entries or otherwise.
28. The Auditions process may take more than one day, and the Participant(s) would be required to be present for the entire period of the Auditions as informed by the Organizers and all costs including but not limited to boarding, lodging etc., will be borne by the Registrant(s) for their child/children being the Participant(s) for the Program.
29. The Registrant(s) understands that getting shortlisted of their child/children as Participant(s) in the Auditions is only a preliminary step towards further participation of the Participant(s) in the Program and it shall be the absolute and sole discretion of the Organizers to allow participation based on creative requirements.

SELECTION PROCESS:

30. The Production House/MSM shall, in its sole discretion, select the Entry/(ies) for the Ground Auditions, after carrying out relevant check of the Entries by the Registrant(s).
31. Production House/MSM shall be under no obligation to select all or any of the Registrant(s) either from the Online Registrations, Telephone Registrations or Walk-in-Registrations and shall have the absolute and sole discretion to select

such Registrant(s) as it deems fit for the purpose of the Program. By agreeing to the present Terms and Conditions, Registrant(s) and/or Participant(s) waive their right to object to the selection process of the Organizers or file a claim against Production House/MSM.

32. Only short listed Participant(s) through their Parent/Guardian will be notified by telephone/email/fax/letter by the Production House, of the dates and venue of further audition rounds.
33. The Ground Auditions are not going to be televised. The shoot for the rounds of Auditions shall be recorded as required by the Organisers which shall be internally evaluated and selected by the judges of the Program and/or by Organizer's creative team. The Organizer is not liable to disclose its scoring / selection process and will not entertain any questions with respect to the same.
34. Decision of MSM/Production House in all matters pertaining to the Auditions and selection of Participant(s) by the judges of the Program shall be final and no correspondence in this regard shall be entertained. MSM/Production House shall not be obliged to notify unsuccessful Registrant(s) of its decision.
35. The Organizers may in its sole discretion exclude a Participant(s) from participating in the Auditions/studio part of the Program which may include without limitation (i) circumstances which, in the Organizers view, renders the Participant(s) unfit to participate therein; (ii) inability to produce documentation specified by the Organizers proving the identity of the Participant(s); (iii) any other reason that, at the discretion of Organizers, would adversely impact the Company, Channel or Program.
36. The Organizers will have no liability to Registrant(s) if his child being the Participant(s) is unable to attend or take part in the Program for whatever reason and the Organizers shall be entitled to disqualify the Participant(s), replace any such Participant(s) from the Program at any time, at the discretion of the Organizers.
37. In the event that there is a tie between two (or more) Participant(s), the Organizers shall be entitled to determine in its absolute discretion which Participant(s) is eliminated and/or which Participant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Participant(s) as it in its absolute discretion deems necessary.

THE FINALS

41. It is anticipated that recording of the finals of the Program will take place tentatively around March 30, 2014 or such other date depending upon the schedule decided by Company in its sole discretion. The selection of the Participant(s) for the round of Auditions and for the winner of Program will be made by scores of judges and their discretion at end of the Program.
42. The manner, process and mode of choosing one (1) winner at the grand finale of the Program shall be final and binding on the Registrant(s) and/or Participant(s) and the Participant(s) while entering into Auditions agrees to accept judges' decision as final without any further claim in this regard.
43. The Company shall not entertain any mail or query questioning or otherwise asking for the definitive process for choosing the winner and the Participant(s) and/or Registrant(s) by participating in the Auditions shall be bound by these T&Cs.

PRIZE

44. The prize to be won by winner Participant(s) of the Program shall be decided by MSM in its sole discretion.
45. Any and all taxes and/or levies applicable on the prize won by the winner, under the laws of India shall be borne by the winner in relation to the prize.
46. Any and all taxes and/or levies applicable on the prize money won by the winner Participant(s), under the laws of India shall be borne by the Registrant(s) for and on behalf of their child/children as winner Participant(s). the payment of prize money to the winner Participant(s) shall be made as per the guidelines being the Guidelines to Regulate the Child Participation in TV Serials, Reality Programs and Advertisements 2010-2011 issued by National Commission for Protection of Child Rights ("NCPCR Guidelines") after deduction of all applicable taxes and levies as per the Income Tax Act and subject to providing the relevant documents as intimated by the Organizers and will be paid within the time stipulated by the Organizers .
47. The Organizers may refuse to pay winnings or reclaim all sums paid to winner in the event of his/her fraud, dishonesty or non-entitlement to participate in the Program under these Terms and Conditions.

CONDITIONS UPON SELECTION FOR GROUND AUDITIONS AND PROGRAM

48. All expenses incurred by the Registrant(s) for their child/children in connection with the Auditions including but not limited to costume, make-up, travel & food expenses, shall be the sole responsibility of the Registrant(s). Registrant(s) shall not be given any additional space like dressing room or make up room for change of costumes or for make-up or for any such other purpose.

49. No participation fee shall be charged for Entries in the Auditions. Details of the date and venue of Auditions shall be intimated to the shortlisted Registrant(s) by the Production House.
50. All Auditions will be subject to such timing stipulations and requirements as may be determined by MSM/Production House and MSM/Production House makes no representations, warranties nor provides any undertaking to any of the Registrant(s) that any or all of the Registrant(s) will be able to perform or audition at the time and/or place in accordance with the terms and conditions set out herein. MSM/ Production House shall neither be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Registrant(s) in the event that MSM/ Production House is not able to permit the Registrant(s) to perform or give Auditions in accordance with any of the foregoing provisions.
51. The Registrant(s) who are under any contract which will prohibit him/her from entering into any management contract/performance recording contract merchandising and/or any other contract which prevents them from participating in the Auditions at the Ground Auditions are prohibited from participating in the Auditions.
52. By registering for the Program, the Registrant(s) represents that Participant(s) is medically fit and do not have present or past psychological ailments. If in the past, Participant(s) 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 Organizers by the Registrant(s) in writing along with a copy of the certificate from a qualified medical practitioner declaring Participant(s) to be fit for participation in the Program.
53. If the Auditions dates are during school term times, it is the responsibility of the Registrant(s) to obtain confirmation of authorized leave of absence during school term times for the Participant(s) from the school and/or local authority. The Organizers will not be liable where the Registrant(s) do not obtain such authorization for their Participants.
54. All the Intellectual Property Rights of the Registrant(s) in respect of the performance of the Participant(s) either in the Auditions or in the Program including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and Registrant(s) agree not to claim or enforce any of the aforementioned rights in any Court, Tribunal or any other forum whether in India or anywhere else. Registrant(s) also consent to MSM's right to reproduce his picture or the recording provided by the Registrant(s) or portray the Participant(s) in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes of the Program or any other Program of MSM or the Production House, except where prohibited by law. The Registrant(s) also consent to MSM's right to use Participant(s) name, voice or picture, or the content of his/her Auditions without

any further permission or compensation for such use in any and all media now known or in commercial use or developed based on media now known or in commercial use.

55. The Registrant(s) grants MSM irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Auditions, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Registrant(s) further knowledge or consent.
56. The Registrant(s) shall indemnify and hold MSM/Production House harmless from any claims, expenses, damages or any other payments of any kind arising in any way out of the use of Participant(s) name, image, voice and likeness, or the contents of their performance.
57. As part of Participant(s)' contribution to the Program, the Organizers may request Registrant(s) to allow Participant(s) to participate in any online/interactive activity relating to the Program including without limitation recordings of web-casts, interviews and participation in so-called 'chat-rooms' under the strict parental guidance and monitoring by the Registrant(s). It is a further condition of entry and participation in the Program that Participant(s) ensure and procure from any and all Registrant(s) and their child being the Participant(s) their agreement and execution of the release form as devised from time to time by the Organizers.
58. Each Registrant(s) himself or herself is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead, during the Studio Part of the Program and ensure the same for the Participant(s). Participant(s) are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Program.
59. It is the responsibility of the selected the Registrant(s) to make Participant(s) available for the Auditions and in the event such selected Registrant(s) do not show up for the Auditions, MSM may, at its discretion, afford another opportunity to appear or disqualify Participant(s).
60. The Production/MSM has the sole discretion to allow the audio visual footage of the performance at the time of audition to be used for any purpose of the Program irrespective of whether Participant(s) is selected for Auditions or the final program.
61. The Registrant(s) represent that neither he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Organizers in writing nor has the Participant(s) been involved in any case under Juvenile Justice Act, 2000. Registrant(s) represent that the Participant(s) is /are

not required being present before any authority including police or any court of law during the shooting dates informed by the Company. and has no other disability which would prevent his/her participation in the Auditions or the Program (if selected).

62. The Registrant(s) acknowledges that he/she has voluntarily chosen to allow the Participant(s) 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.
63. Participant(s) will not be confirmed as Participant(s) for the Program if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, etc.). It is the responsibility of the Registrant(s) to ensure that the Participant(s) are medically fit for participation. Nevertheless the final decision regarding their participation in the the Program rests entirely with the Organizers.
64. Should any Participant(s) be selected to participate in the Program , it is a condition of participation that with the benefit of independent legal advice, the Registrant(s) shall enter into prize agreement(s), including a recording agreement, a prize agreement provided by Organizers or any such other agreements with such other parties as may be applicable and/or designated by the Organizers as well as the release form for the final Participant(s) selected for the Program for the purpose of ensuring that the Participant(s) can be engaged for the purposes of recording and other performances. Should the Registrant(s) fail to enter into these Agreements (or any of them), the Organizers reserves the right to disqualify the Participant(s) from the Program. The Agreement(s) will become fully effective for the final winner Participant(s) only. The Registrant(s) acknowledges that while the commercial benefits under this Program rules may be available to the winner only, the restrictions contained in these Program rules shall apply to the Registrant(s) and Registrant(s) shall ensure that Participant(s) follow such rules and conditions laid down in the release form.
65. The Registrant(s) shall ensure that the Participant(s) do not at any stage of the Program discuss with or take advice from any or all of the Judges on any matters relating to their participation in the Program including, without limitation, their performance, appearance or choice of song.
66. There is no obligation on the part of the Organizers to record or broadcast any Auditions and/or Program in which a Participant(s) has appeared or any part of his / her contribution to a Program.
67. The Registrant(s) shall ensure that Participant(s) must at all times behave appropriately when taking part in the Program and observe the Program Rules and any other rules or regulations in force at the studios and / or locations. The Organizers reserves the right in its absolute discretion to remove from the Program, studio premises or location any Participant(s) and the Registrant(s) who breaks such rules and / or fails to behave appropriately and to disqualify such Participant(s).

68. None of the Registrant(s) shall, without the prior written approval of the Organizers, speak to the press or any other media nor give any interviews or comments relating to the Program and shall ensure the same for their children being the Participant(s). The Participant(s) shall not disclose any information whatsoever relating to the Organizers to any other party.
69. The Organizers, Company, the Judges, the advertising agencies and any person or entity connected with the production (including the format owners and the broadcasters of the Programs), administration or judging of the Auditions, the Program or the Program (the "**Relevant Parties**") shall be under no liability whatsoever to the Registrant(s), in respect of any loss, damage suffered by the Registrant(s) or Participant(s) 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 Participant(s) or at any stage of the Program and during production thereof whether or not caused by (1) the administration (including scheduling) of the Program including any failure of transportation or inability for any reason to appear before the judging panels; (2) the Participant(s) or any third party's participation in the auditioning process, or being selected or disqualified; (3) as a result of the decisions of the judges, Organizers or public voting; (4) as a result of any comment, remark, judgement, view, criticism, critique, opinion and/or observation made and/or passed by any of the Judges and/or Producers; and/or (5) any printing, typographical or technological errors in any materials associated with the Program. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Program. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant(s); or circumstances beyond the Relevant Parties including the Organizers reasonable control.
70. Registrant(s) agree to release MSM and its respective divisions, affiliates, subsidiaries, branches, directors, officers, employees and agents, as well as all others associated with the development and execution of the Auditions/Program, from and against any and all liability with respect to or in any way arising from this Auditions/Program, including liability for personal injury, except where prohibited or limited by law.
71. Notwithstanding any other provisions in this Agreement, MSM/Production House may, at its sole and absolute discretion, hold additional Auditions on such other dates and at such places as it may determine and the Registrant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by MSM/Production House and shall attend at any and all such additional Auditions. MSM/Production House also reserves the right to change the terms and conditions of Auditions as contained herein and to alter or terminate the Auditions at any time without prior notice.

72. Non-conformance of the terms & conditions stated herein shall result in disqualification of the Participant(s) from participation in the Auditions and/or the Program
73. MSM/Production House shall be entitled to take necessary action for and against the Registrant(s) or any interested/intended Registrant(s) on behalf of the Participant(s) for any act of omission or commission which is perceived by the Production House/MSM in its sole discretion as misbehavior, misdemeanor and/or any act which creates or is likely to create any unrest at the venue on the day of the Auditions or any such action which the Production House/MSM perceives as a genuine threat to the safety of its employee or agents or its property at the venue of the Auditions and/or Program. Any disturbance, illegal or unethical act in or outside the venue and/or related to the Program will lead to immediate disqualification.
74. By making the call for the Entries/filling the registration form online and/or by participating in the Auditions the Registrant(s) accepts the terms & conditions stated herein on behalf of Participant(s) and is deemed to be bound by all and any decisions made by MSM/Production House, including any interpretations of or additions/amendments to Terms & Conditions herein.
75. By making the call for the Entries and/or by participating in the Auditions, the Registrant(s) agree to execute any further agreement or document as deemed necessary by the Production House/MSM in its sole discretion and in such event, the Registrant(s) shall extend their full cooperation in execution of such documents.
76. It is a condition of entry and participation in the Auditions/Program that the Registrant(s) who wish to make Participant(s) available to participate in the Auditions/Program, agree and sign up the release form (if provided) and abide by terms and conditions of such release form and terms and conditions as devised from time to time by MSM/Production House. As part of Registrant(s)' contribution to the Program, MSM/ Production House may request the Registrant(s) to participate in any activity relating to the Auditions/Program including but not limited to recordings of web-casts, interviews and participation in so-called 'chat-rooms', radio and television shows and any other similar promotional shows.
77. MSM/Production House shall abide by all the laws with respect to the Auditions.
78. The present terms and conditions shall be governed by the laws of India and the Courts in Mumbai shall have sole primary jurisdiction to deal with all the disputes with regard to the terms and conditions herein.
79. For a copy of these terms and conditions, or in case of any clarity, the Registrant(s) may contact the aforesaid address specifying a request. However no queries will be entertained on the result of the Entries or the Auditions and/or the Program.

80. Under no circumstance, shall MSM and/or the Channel their directors, employees, officers, affiliates or subsidiaries, or the Production House be liable to the Registrant(s), Participant(s) and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever .
81. Registrant(s) agree that they shall indemnify, defend and hold harmless MSM, the Channel, its directors, employees, officers or representatives and the Production House in connection with their Entries for Auditions and/or any claims or alleged claims on the authenticity of their Acts.
82. Production House and/or MSM and/or its directors, employees, officers, affiliates or subsidiaries shall have no liability in tort, contract, or otherwise to the Registrant(s) and/or Participant(s).
83. Registrant(s) by entering their deals and submitting supporting documents to such entries and by accepting the present Terms and Conditions agree that MSM/Production House shall be entitled to use their details for promotional purposes and store, transfer, use and share the same with any third party without any further intimation to or consent from the Registrant(s) and Participant(s) shall not file any claim against MSM/Production House for any such use of their details by MSM/Production House.
84. The Registrant(s) agree to fully indemnify and to agree to keep Production House and/or MSM fully indemnified at all times against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever claimed against or incurred by the Production House and/or MSM in consequence of any of the Acts performed by the Registrant(s) which amounts to infringement of Intellectual Property Rights of any third party or such acts which are in violation of any law or are blasphemous or otherwise hurts the sentiments of any person or community.
85. MSM/Production House shall have the sole the right to cancel/ postpone/ stop/ terminate the Auditions of the Participant(s) and/or make any amendments to the existing rules for the Auditions contained herein, at any given time without incurring any liability whatsoever, without prior notice and in its sole discretion.