

TERMS AND CONDITIONS FOR SUBMISSION OF APPLICATION / REGISTRATION TO PARTICIPATE IN AUDITION FOR SELECTION OF PARTICIPANTS IN "DHOLKICHYA TALAVAR WITH A THEME " **Lavni Cha Maha Manch**" ("Auditions").

1. **Program and Audition:**

Viacom18 Media Private Limited (hereinafter referred to as "Organizer"/ "Viacom18") is producing a television Lavni Dance talent show titled as "**DHOLKICHYA TALAVAR** " ("**Program**"/"**Programme**"/"**Show**") for the purpose of broadcasting it on its channel/s viz. "Colors Marathi and/or website and application namely "**JIOCINEMA**", as required by Viacom18. Such Program shall be produced by a third-party production house ("**Producer**") for and on behalf of Viacom18.

The purpose of this Program is to conduct a Lavni Dance talent show for identifying versatile Lavni Dancer. The Producer /Viacom18 is conducting the auditions for selection of participants for participation in the further rounds of auditions for the Program ("**Audition(s)**") and is open for individuals who are 18 plus years of age as an individual who can dance on Marathi Lavni songs and has basic understanding of Marathi language, ("**Applicant**" or "**Participant**" or "**You**") and the participation shall be governed by the terms and conditions as detailed hereinafter ("**Terms and Conditions**").

The Terms and Conditions of and in relation to this Auditions as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This is a legal and binding agreement between the Applicant /Participant (as defined hereinafter) and Viacom18, that states the terms that govern the Participant's participation in the Auditions through the various Participation Mechanisms (as stated hereinbelow) and/or any other platform as communicated hereunder. By clicking on the 'Submit' icon, the Participant agrees to have read and understood the terms and conditions and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein. These terms and conditions contained herein shall subsist until the first telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by Viacom18 and hence, the rules shall continue to apply on the Participants.

2. **Participation Mechanism:**

The Participant can participate in the Auditions in the following manner:

Participation through COLORS MARATHI WEBSITE (colorsmarathi.com) and JIOCINEMA App and/or JIOCINEMA Website: By visiting the website www.JIOCINEMA.com ("JIOCINEMA Website") or by downloading the JIOCINEMA mobile application as owned by Viacom18 ("JIOCINEMA App") on Your mobile device and filling in the online form asking for relevant details of the Participants including, inter alia, a) Name of the Participant b) Age, c) Gender, d) Address (City & State mandatory) , e) Contact number (mobile/landline), f) Email id, g) Photograph, h)State, i)Nationality, j)Social Media Handles (Twitter/Facebook/Instagram if any), k) Singing style, l)Years of Practice, etc. and uploading the audition video for the Program ("**Audition Video**").

The Participation through Colors Marathi Website and Or JIOCINEMA App and/or JIOCINEMA Website Auditions shall collectively be referred to as 'Participation Mechanism'.

- i. The Participant's participation in the Auditions shall only be considered as valid only upon the Participant's submission of all the details as required and upon submission of the aforementioned details and the Audition Video through the Participation Mechanism as per the terms and criteria laid

down herein and/or as informed by Viacom18 /authorized representative of Viacom18 through phone calls, SMS, emails, meetings and/ or in any other manner whatsoever.

- ii. Upon submitting the required aforesaid information to Viacom18 in any of the manner as provided hereinabove (including but not limited to the submission of the Audition Video and recent photographs of the Applicants/Participants through the Participation Mechanism) in accordance with the requirements and criteria as laid down in the Terms and Conditions, the Participant hereby agree to have read and understood all the terms and conditions for participation in the Auditions and agree to abide by the same.

3. Eligibility Criteria:

I. The competition is open only to participants aged above 18yrs of age.

a) You hereby represent and confirm that you are above 18 (eighteen) years of age as on the date and time of participating in the Audition and You completely understand the nature of the Program and that You have voluntarily chosen at your free-will to participate in the Audition and are willing to bear all risk, costs & consequences arising from such participation in the Audition, Mega Audition, subsequent auditions and/or the Program.

b) Viacom18 shall have the authority and right to disqualify You, at any point of time, if it comes to Viacom18's knowledge that You, being a Minor have participated.

Call for Entry/Audition Period:

1. The 'Audition Period' shall commence from 17th May, 2023 at 12:00 am (IST) "Opening hours" and shall conclude on 21st May, 2022 at 11:59 pm (IST) "Closing hours". The Audition Period may be extended and/or modified at the sole discretion of Viacom18 and the same shall be updated on JIOCINEMA App or JIOCINEMA Website and/or shall be informed by Viacom18 in any other manner as it deems fit. It shall be the responsibility of the Participants to keep themselves updated with respect to any change/modification in the terms and conditions and/or as informed by Viacom18 and any such modification shall apply to all the Participants and the Participants shall be bound by the amended / modified terms and conditions. The Participants shall register and upload the Audition Videos within the aforesaid timelines, all Audition Videos or registrations after the aforesaid timelines shall be treated null and void. Viacom18 shall not be responsible in the event the Audition Videos are not received due to any technical error of any nature whatsoever. Any automated receipt confirmation does not constitute proof of actual receipt. The Participant(s) agree and confirm that Viacom18 shall at no time be held responsible and/or liable for any non-receipt of an any Audition Videos due to a technical error and/or defect in the functioning of the website server, and to the extent permissible in law, the Participant(s) waives his/ her right to initiate any claim, proceedings, actions, damages, suits, in relation to the same against Viacom18.

Requirements of the Audition Video:

- i. The Audition Video should contain the Participant's Dancing on \recorded by the Participant. Participant shall ensure that his/her face is clearly visible in Audition Video. The Participants shall be solely responsible for procuring the license of /assignment of the song/music as used and synchronized by the Participant in its Audition Video.
- ii. Duration of the Audition Video: Participant shall ensure that the maximum duration of the Audition Video shall be a maximum of 1 (one) minute and any Audition Video exceeding the aforesaid criteria shall be rejected.

- iii. Size of the Audition Video: The maximum permitted size of the Audition Video shall be no more than 30 MB.
- iv. Technical Specifications: The Audition Video file can be uploaded by the Participant in the following formats: avi, mov, mp4 or any other regular video format only. In the event the Audition Video is not uploaded in the aforesaid format then the such Audition Videos shall be treated as null and void.
- iv. Number of times the Audition Video can be uploaded on JIOCINEMA: Each Participant may upload and/or submit a maximum 3 (three) Audition Videos through the Participation Mechanism, before the Closing hours of the Audition Period.
- v. Viacom18 at its sole discretion may either select the Audition Video submitted on the Participation Mechanisms by the same Participant as an entry for the purpose of Audition and subsequent selection.
- vi. The Participants shall ensure that the Audition Video submitted by them does not contain any Prohibited User Content as defined in *Annexure A*. Viacom18 reserves the sole right and discretion to disqualify a Audition Video if it is of the opinion that the said Audition Video falls under the category of Prohibited User Content. Viacom18's decision in this regard shall be final and binding and no questions shall be entertained in this regard by any Participant or any third party.
- vii. Only entries with Laavni as a dance form shall be considered for evaluation.

Documentation and Proofs:

- i. You confirm that You are a citizen of India and You shall submit, at Viacom18's request valid (i) government issued identity proof (viz. Driving license; Permanent Account Number ('PAN'); Aadhar Card; Voters identity card, Passport number, etc.), including valid proofs of age, nationality / citizenship [i.e. birth certificate and/or /PAN Card / Aadhar Card, valid passport, VISA (as the case may be)etc.]; (ii) residence proof; (iii) any other document as may be required for participation in the Program, in consonance with the laws of India and/or any other documents as may be required by Viacom18/Producer from time to time and during any on ground auditions. You hereby represent and undertake that all personal details and/or information given by You in the online form /as submitted through any of the Participation Mechanisms and/or in any other manner as intimated to You by Viacom18/ representative of Viacom18/Producer are true, accurate, complete and in no way misleading or incorrect or incomplete. Further that, Viacom18 shall have the sole and unfettered right/authority (at its discretion) to disqualify any Participant from Auditions and/or participation in the Program (at any point) if the Participant fails to comply with any of the terms and conditions stated herein. Additionally, the Participant shall also sign and submit all such necessary documents/ release letters/ declaration letters/ no objection letters/certificates/ agreements etc., as required by Viacom18 and/or the Producer and/or its authorized representatives from time to time, in relation to the Auditions, Mega Audition, subsequent audition and/or for participating in the Program (if selected) and/or otherwise either with Viacom18 directly or any other party, as Viacom18 may require at anytime and the aforesaid additional documents and these terms and conditions shall be read in consonance with each other.
- ii. By submitting the information and the Audition Video through the Participation Mechanism and /or otherwise, You hereby waive all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations that You may have with respect to the use of the information furnished by You in any manner. Viacom18 / Producer may use the information or the Audition Video for sending out commercial information and/or for other commercial, publicity or promotional purposes and the Participant (as applicable) shall not raise any objection against the same.

Term:

These terms and conditions, all Rules (as defined hereinafter) contained herein shall subsist from 6th June, 2022 until the first telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by Viacom18 and hence, the Rules shall continue to apply to the Participant (as applicable).

Content/Recording:

- i. All the Audition Videos, audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings (audio and video), content, materials, audio / video clips, bytes, etc. provided/uploaded/ submitted and/or uploaded by the Participants through the Participation Mechanism ('Content') shall upon creation /submission become the property of Viacom18 and accordingly all intellectual property rights including copyrights as per the Copyright Act, 1957 and/or any other equivalent provision thereof under applicable laws in the Content shall vest with Viacom18 and Viacom18 shall have unfettered exploitation rights in and to the Content, through any and all modes, medium, formats, platforms of exploitation, throughout the world in perpetuity.
- ii. You expressly agree to your subsequent audition and participation at any stage including in the Program (if selected) being recorded and telecast as a part of the Program and/or for promotion of the Program and/or on a stand-alone basis, as required by Viacom18 ("**Recording**"). You hereby grant to the Channel and Viacom18/its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the world, the Content and /or Recording, and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use Your and Your Parent /Legal Guardian's name including sobriquet, photographs, images, likeness, voice, audio -visual / videos, Audition Videos Content, Recording, etc. provided/submitted by You to Viacom18 and/or recorded by Viacom18 / Producer during the Auditions/ subsequent auditions /Program through all media including without limitation television, radio, print, mobile, internet, websites, mobile applications and/or any other such media, technology in existence, whether now known and/or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as the Channel/Viacom18, may deem fit. Viacom18/Producer shall not be obliged to exploit the Content /Recording (if made), into the final version of the Program. You agree that on submission/creation of the Content, all intellectual property rights including copyrights in the Content/Recording shall vest with Viacom18 and shall be available to Viacom18 for exploitation throughout the world in perpetuity. You hereby agree that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content /Recording and have all the rights to exploit, edit, integrate other content with Content/Recording, distribute, exhibit, sell, transfer, license, sub-license, monetize and exploit the Content/Recording on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Content /Recording via terrestrial, satellite television, MMDS,SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (SVOD, TVOD, AVOD, NVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non-linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media, formats, platforms of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.
- ii) You and Your Parent / Legal Guardian (as applicable) do not and shall not have any right to receive

or claim any remuneration / compensation, fees at anytime whatsoever, towards the usage / exploitation of the Content /Recording by Viacom18 and /or any party authorized by Viacom18 and further You hereby irrevocably grant and assign to Viacom18, free and clear of any and all claims, all of the rights and interests in such Content/Recording exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised including in commercial use.

Rules:

In the event of large number of registrations, participation, the chance to be considered for Auditions, Mega Audition, subsequent auditions may be strictly on submission of the Audition Video through the Participation Mechanism on the first come first basis till closure of the Audition Closing hours. You acknowledge, agree and undertake to abide at all times by all the rules, regulations, terms and conditions for this Auditions as laid down herein and as determined from time to time by Viacom18 (the "**Rules**"). The Rules shall be treated as a part of the Terms and Conditions. You agree and acknowledge that the Rules and the Terms and Conditions, may be changed at any time by Viacom18 including but not limited to cancelling or postponing the Auditions and/or the Program and/or introducing new/subsequent rounds/levels and/or changing the format of the Auditions and/or the Program and/or introducing wild card rounds of Auditions / subsequent rounds of Auditions including Mega Audition Round and /or in the Program and / or otherwise and You will be bound by such altered / changed /new Rules/new terms and conditions. You shall be responsible to make themselves aware about the altered / modified Rules / term and conditions and shall continue to be bound by the same and Viacom18's decisions shall be final in matters concerning the same. Viacom18 may at its discretion provide a chance for entry to the Auditions for unregistered people also including but not limited to a foreign national provided all the terms and conditions are duly complied with. You will not raise any claim or dispute due to such change and nor shall Viacom18 be liable to bring the same to your notice or attention. In case the Participant is selected for the subsequent audition, venue audition , then the Participant (as applicable) agrees to maintain the decorum of the Audition venue and fill the requisite audition form/application form as required by the Producer or Viacom18 and the terms and conditions contained herein and such additional audition form / application form shall govern the Participant's participation in the subsequent rounds of audition and the Program (if selected). Further, the instructions of the Producer shall be adhered to strictly. Any Applicant/Participant (as the case may be) who acts in contravention to the instructions of Viacom18/Producer or is found creating nuisance either to Viacom18/Producer or the other Participants shall immediately be disqualified from participating in the subsequent audition / venue audition. You agree that only the shortlisted Participants will be contacted directly by Viacom18's representatives for every subsequent round of audition including Mega Audition and selection in the Program and Viacom18/Producer shall not entertain any correspondence by any Participant/person /party in this matter at anytime. The shortlisted Participants for the Mega Round shall be contacted between 9th June 2022, and 12th June, 2022 on the contact details provided in the Participation Mechanism, at Viacom18's and Producer's sole discretion and shall be called for the venue audition in Mumbai city to be held on 14th June, 2022 ("Mega Audition") at their own cost and expense. The shortlisted candidates from the Mega Auditions shall be shortlisted at Viacom18's or Producer's sole discretion on as contestants of the Program. The Participants shortlisted from the Mega Audition shall get the chance to be the part of the Program as contestants to contest for winning the Program. The Participant (as applicable) shall comply with all the applicable laws of India and /or any other applicable laws, rules and regulations in relation to the Participant's act/participation/performance in the Auditions and/or the Program and shall solely be responsible for the same at all times.

Other Terms:

- i. You hereby confirm that You are medically, physically and mentally fit and sound and that You do not have any kind of medical/physical/mental/emotional condition (including without limitation any heart ailment, blood pressure, final stages of pregnancy and/or psychological, anxiety, hypertension,

depression, disease / disorder and/or any other medical problems of any kind whatsoever, etc.) which can jeopardize Your eligibility for participation in the Audition and /or which may affect /cause any nuisance to fellow Participants in Auditions/Mega Audition/subsequent rounds of audition and/or Program (if selected). If at any point in time, it comes to Viacom18's knowledge that You are/ have become medically / mentally/ physical unfit to continue with Your participation in the Auditions/Mega Audition/subsequent rounds of audition /Program, then Viacom18/Producer reserves all rights to disqualify / eliminate You from any round of audition / Program (if you have been selected) and/or at any point in time, without any liability to You and/or Your Parent/Legal Guardian (as applicable). Viacom18/Producer reserves the right to include without limitation any additional round /level, theme / feature such as a wild card entry, viewer's choice, public demand, etc. in the Auditions, Mega Audition any subsequent audition process, and/or between any round/phase of the Audition, Mega Audition, subsequent audition including introducing any wild card entry in the Program that may include any person as a wild card entrant/participant in the Audition / Program at any time during any stage of the Program. Viacom18 reserves all rights to increase or decrease the number of rounds/levels of the Auditions/ Mega Audition /subsequent rounds of audition at anytime at its sole discretion and You shall not have any right to object against the same and any such changes shall be deemed to be binding on all the Applicants / Participants.

- ii. If for any reason the Auditions is not capable of being executed as planned, due to, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, on any of the Participation Mechanisms and/or due to any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Auditions, Viacom18 reserves the right, at its sole discretion, to disqualify any Participant who may be responsible or who tampers with the entry /Auditions process, Mega Auditions and to cancel, modify or terminate the Auditions or any part of the Audition/Program. Further, Viacom18 reserves the right to take legal action against such Participant/Parent/Legal Guardian/person /party who has committed a breach under the Cyber laws (Information Technology Act, 2000 and all its amendments thereof) and/or any other laws as may be applicable from time to time and Viacom18 shall be entitled to such remedies in law as applicable.
- iii. Viacom18 shall not be held responsible in case of a server shut-down or loss of Participant's Audition Video / data.
- iv. The Participant (as applicable) agrees that they shall be charged for internet usage / mobile data usage at such rates as levied by its internet service provider / mobile service provider and the same shall be checked and shall be borne by the Participant at their sole responsibility.
- v. Viacom18 shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the Audition Video / other details of the Participant. Viacom18 shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Audition Video/content. Further, Viacom18 shall not be responsible and/or liable in any manner whatsoever in case the Participants are unable to register their entry and participate in the Auditions due to failure on part of the internet service provider, facility provider, etc. Shortlisted entries, as selected by Viacom18 shall only be intimated as per the contact details provided in the Participation Mechanisms and/ or in any other manner as deemed fit by Viacom18/representative of Viacom18/Producer Viacom18 does not accept any responsibility for any incorrect and/or incomplete contact detail provided and/or delay in receipt of contact details and/or non-receipt of contact details.
- vi. You hereby represent that You are not under any exclusive contracts / agreements / engagements with any other third party/ agency or not under any kind of disqualification under any law to enter into an agreement with Viacom18 (as may be required) as the case may be and/or to participate in the Audition or the Program (if selected).
- vii. The Participant undertakes to ensure that the photos and/or Audition Videos including performances, statements, comments, remarks made by the Participants in the Audition Videos submitted by him/her

and/or their performances in subsequent rounds of Audition / Program of are not obscene, vulgar, defaming, derogatory or objectionable, denigrating women or children, hurting religious sentiments and/or sentiments of any community, depicting violence and/or against the public policy of India and/or in violation of any of the applicable laws and/or shall not infringe the rights of a third person and shall not infringe copyright, right of privacy or any other rights whatsoever of any person nor violate any applicable Indian or international laws, statutes. Further, the Participant shall be solely responsible to obtain all necessary permissions, licenses, approvals, etc. as may be required prior to submitting the Audition Video through any of the Participation Mechanisms and/or otherwise to Viacom18 and any third party claims/objections received if any shall be solely resolved by the Participant at Participant's sole costs and consequences without involving Viacom18 in any manner whatsoever

- viii. Viacom18/ Producer reserves the right to disqualify You immediately from the Program if you have supplied untruthful, inaccurate or misleading details and/or information, of any nature, have failed to abide by the Rules and/or are in breach of the terms hereof.
- ix. You and/or Your Parent/Legal Guardian agree and accept that You shall not appear or participate in any other shows, programs and/or serials and/or make any public performances during the telecast of the Auditions, Mega Audition, subsequent rounds of audition and/or the Program without the prior written permission of Viacom18, if You are selected as a participant in the Program. You agree that in the event of breach of any undertakings herein, Viacom18 shall be entitled to pursue such legal action as it may deem fit and necessary to mitigate any harm and loss which may be caused to it.
- x. In event your Audition Video is selected by Viacom18 and You are contacted to attend the subsequent round of audition, Mega Audition, the cost of travel to reach the location of such audition, Mega Audition, subsequent auditions, rehearsals venue, location of shoot of the Program, etc. including the hotel, accommodation, costumes, make-up, VISA cost (if applicable), other personal expenses and/or any other expenses of any nature, shall be borne solely by You and/or Your Parent/Legal Guardian for Yourself and Your companion/Parent/Legal Guardian), and no monies will be reimbursed to You and/or Your Parent/Legal Guardian nor can any monies be claimed by You and/or Your Parent/Legal Guardian from Viacom18 or the Producer at anytime.
- xi. You and/or Your Parent/Legal Guardian shall not, without Viacom18's prior written consent, disclose/ publicize in any manner including on social networks /social media platforms and/or any other platform nor discuss with any person/party, including without limitation the press, about any information relating to the Auditions, the Program, Your participation/appearance, the production team and/or any other participants in the Program and/or any other information which may come to Your knowledge (including without limitation in relation to Viacom18, Producer or any of its employees, consultants or vendors), etc., and You shall maintain strict confidentiality in this matter at all times and in event of Your and/or Your Parent/Legal Guardian's failure to comply with the confidentiality obligations, Viacom18 may/shall, at its option take legal action against You and/or Your Parent/Legal Guardian, as it may deem fit.
- xii. You hereby represent and warrant that You and/or Your Parent/Legal Guardian have not been accused or convicted or are otherwise involved in any offence and/or are not under inquiry or trial by the police or judiciary and that there are no criminal/civil actions pending (actual or threatened) against You and/or Your Parent/Legal Guardian currently, of whatsoever nature, and/or served against You and/or Your Parent/Legal Guardian and that You and/or Your Parent/Legal Guardian have no other disability which would prevent Your participation in the Audition / subsequent rounds of audition or the Program (if selected).
- xiii. You hereby agree and acknowledge that Viacom18/Producer shall neither be responsible or liable for any loss, injury, mental/psychological problem /issues like anxiety, depression, stress, mishap, injury, accident, physical harm of any nature, death, any other unfortunate incident, etc., caused to You or Your Parent/Legal Guardian and/or Your companion, during and/or after the Auditions, Mega Audition, subsequent rounds of audition and/or the Program, during shoot or recording / training session / rehearsals, etc. and/or while travelling to the location of the venue audition or return therefrom, during the participation in the venue audition, subsequent rounds of audition and /or

Program, and/or otherwise, and nor shall be liable to indemnify or make good any claim being raised against it, of whatsoever nature.

- xiv. You hereby agree and undertake that, if selected in the subsequent rounds of audition for participation in the Program, in lieu of the prospective entitlement to be part of the Program (subject to selection and written intimation by Viacom18 to such selected Participant(s), as decided by Viacom18 as per its sole discretion), You and/or Your Parent/Legal Guardian on Your behalf (as applicable) will sign the talent management agreement along with the participant agreement with Viacom18 upon terms to be detailed under the said agreement and in the event You fail/refuse to sign the said agreements, then Viacom18 shall have the right to reject the Participant from participation in the subsequent rounds of audition and/or from the Program (as the case may be).
- xv. You shall ensure that the acts /performance in the Audition Video / subsequent rounds of audition/ Program shall in no manner infringe any rights including the copyright of a third person/party. In the event of any violation to the aforementioned, You shall be disqualified from the Auditions, Mega Audition, subsequent rounds of audition and/or the Program immediately, without any prior notice of the same to You and You and/or Your Parent/Legal Guardian shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify Viacom18, its affiliates/group companies/employees, the Producer, agents, representatives, etc., against any and all losses, claims including third party claims, disputes, disruption, demands, actions, damages, liabilities, etc. You specifically agree not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against Viacom18/Producer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief of any nature in any manner in connection with the Auditions/ subsequent rounds of audition /Program. However, in the event You are found to be causing any disturbance or disruption before, during or after the Audition/ subsequent rounds of audition then Viacom18/Producer shall have the right to immediately remove, disqualify or ask You to leave the location (in case of venue audition), failing which Viacom18 or Producer's representative shall forcefully remove You from the location (in case of venue audition). Any claim/damage for the same will neither be entertained nor compensated by Viacom18/ Producer.
- xvi. Viacom18 shall not be liable for any loss of earnings, loss of opportunity, employment and/or otherwise caused to You or any other person, even if such loss arises as a result of You participating in the Audition / subsequent rounds of audition or the Program (if selected).
- xvii. You hereby agree and undertake that they shall not accept or undertake to accept / give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate your selection or participation in the Auditions/ subsequent rounds of audition and/or the Program. It is hereby reiterated that Viacom18 does not charge any money/participation fee for the Audition/ subsequent rounds of audition/ participation in the Program hence, You are requested not to entertain any calls or agents in this regard. Participation in the Auditions, Mega Audition, subsequent rounds of audition and /or Program (if selected) is by merit only. Viacom18/ Producer/Channel does not charge any cost/ audition fees for participation in the Auditions/Program. Participants are cautioned against entertaining touts/ agents who solicit money and scam people in the name of the Program/Channel/Producer/Viacom18 and/or otherwise.
- xviii. Employees and/or their relatives of Viacom18/Producer/ consultants of Viacom18/Producer, and/or persons hired on contract by the Producer or Viacom18, and/or their associate and affiliate companies, the respective sponsors of the Program on the Channel and their employees/relatives will not be qualified for the participation in the Audition and/or the Program (if selected).
- xix. Taking part in the Audition process shall be deemed to be consent by the Participant to receive promotional messages about the shows and programs of Viacom18/Producer and messages relating to the Program from Viacom18/Producer or any third party so authorized by Viacom18/Producer.
- xx. Apart from the prospective entitlement to be part of the Lavni Dance talent hunt "DHOLKICHYA TALAVAR" subject to selection and written intimation by Viacom18 to such selected Participant(s) (as decided by Viacom18 as per its sole discretion), the Participant /selected Participant or his/her legal heirs will have no other rights or claims against Viacom18/ Producer /affiliates/sponsors, etc.

nor have any right to receive or claim any remuneration/compensation, fees at anytime whatsoever, towards the usage /exploitation of the Recording/Content by Viacom18/Producer. You understand and agree that, getting shortlisted in the Auditions is only a preliminary step towards participation in the Program and it shall be the absolute and sole discretion of Viacom18 to allow participation based on creative requirements and You acknowledge this right of Viacom18 without any dispute or claim. You hereby understand and agree that mere announcement/declaration communication of being called for Mega Audition, subsequent round of audition, (in any form / manner / or through any medium) will not entitle You to be selected for the Program and shall in no way be deemed to be Your final selection as a contestant of the Program or entitle You to any benefit/demand of any nature. Further, Viacom18 has the sole, unfettered and absolute discretion to shortlist the Participants from the Auditions for selection in the subsequent rounds of audition / venue audition / participation in the Program and that Viacom18's decision in this regard is final and absolute. The selection criteria indicated herein is indicative and Viacom18 retains absolute right and discretion to decide on the issue of final selection and entry of the Participant into the Program. Only upon fulfilling all Rules, mentioned herein, terms and conditions to the satisfaction of Viacom18, shall Your participation in the Auditions and/or the Program be considered. Even after final selection for the Program, Viacom18 shall have the absolute right to replace any of the Participants as per Viacom18's sole discretion and creative requirement. You understand and expressly agree that Your selection in the Audition, Mega Audition, all subsequent rounds of auditions, selection of number of Participants qualifying for subsequent rounds of audition and for subsequent rounds in the Program, selection as a contestant in the Program, selection as a winner of the Program, etc. and any and all matters in connection with the Auditions and the Program shall be solely as per the criteria and process as determined by Viacom18 and **NO** correspondence / communication by You / any person /Parent /Legal Guardian/ any third party shall be entertained by Viacom18 / Producer in any manner and at anytime whatsoever.

xxi. You expressly agree to save and hold Viacom18 harmless and agree to indemnify and keep Viacom18, the Producer, their affiliates, employees, officers, directors, agents, contractors, representatives, or any other person, directly or indirectly connected to the Program, against any and all claims, demands, direct or indirect losses (physical, mental, emotional, medical), damages, actions, liability arising as a result of any untruthful, inaccurate or misleading information, or concealment of material facts provided by You and/or Your Parent/Legal Guardian, any failure on Your and/or Your Parent/Legal Guardian's part to abide by the Rules, any breach of Your representations, warranties terms and conditions hereof including terms and conditions of any agreement entered into with Viacom18 and/or any terms and conditions otherwise stated / prescribed, any act including any unlawful act, omissions, misconduct, performance, harm caused to any person / party during the Audition, Mega Audition, subsequent rounds of audition and/or in the Program, any violation of any applicable laws by You and/or Your Parent/Legal Guardian (as applicable), and/or any such claims, losses, damages and liabilities arising out of Your participation in the Audition, Mega Audition, subsequent rounds of audition and/or the Program and/or in relation thereto. In the event of any claim, You will promptly adjust, settle, defend or otherwise dispose of such claim at Your sole costs and consequences. If You are not diligently and continuously pursuing this matter, Viacom18 may take such action on behalf of itself and/ or as attorney on behalf of You and/or Your Parent/Legal Guardian (as applicable), to adjust, settle, defend or otherwise dispose of such claim, in which case You shall, reimburse Viacom18 for any costs and penalties incurred thereof or such other indemnity in the amount thereof.

xxii. You hereby agree and confirm that even if You are selected for the Auditions, Mega Audition, subsequent rounds of audition and/or the Program, neither You nor Your Parent/Legal Guardian, etc., shall have any right to claim any benefit/demand/consideration/monies from Viacom18 and/or Producer, in addition and/or in exchange of the selection. You further agree and confirm, that in case You are selected as a participant / contestant in the Program, then You /and in case of a Minor, the Parent /Legal Guardian, shall enter into a separate talent management agreement /any other written agreement with Viacom18 and You and/or Your Parent/Legal Guardian agree that You and/or Your Parent/Legal Guardian shall be bound by the terms & conditions of that agreement in addition to these Rules, terms and conditions as stated herein. In the event, You and/or Your Parent/Legal Guardian

refuse to enter into the aforesaid talent management agreement /any other written agreement with Viacom18, then Viacom18 shall at its sole discretion may reject such Participant's participation in the Program at any point of time, without any liability. In case You are selected as a participant / contestant in the Program, then You and/or Your Parent/Legal Guardian represent and undertake that You shall make Yourself exclusively available for the entire duration of the Program, shoot of the Program including any additional days required for promotion / marketing activity and/or any other period as required by Viacom18 without any additional compensation for the same.

- xxiii. You hereby agree and confirm that any and all decisions of Viacom18 and/or the Producer in connection with selection, disqualification, participation, for/in the Auditions, Mega Audition, subsequent rounds of audition, and/or the Program (if selected) is final and binding and is non-contestable. You shall neither question the process /eligibility criteria nor dispute the same in any manner.
- xxiv. The grant of rights, representations, warranties, indemnities given by the Participant and the Participant's confidentiality obligations contained herein and any such provision that is intended to survive and/or by its very nature should survive, shall survive the expiration of the Term as contained herein.
- xxv. All terms and conditions as laid down herein which are applicable on an adult Participant shall, with respect to a Minor Participant be applicable on his/her Parent/Legal Guardian. The Parent/Legal Guardian of a Minor Participant hereby agrees to abide by all terms and conditions as stated herein on behalf of his Minor child Participant.
- xxvi. In case of any dispute or difference in respect of above, decision of Viacom18 shall be final and binding on all parties/persons.
- xxvii. The Program and these Terms and Conditions shall be subject to the exclusive jurisdiction of competent Courts at Mumbai and the law applicable shall be Indian Law.

I HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION I/WE HAVE PROVIDED / SUBMITTED HEREIN IS TRUE AND CORRECT AND I/WE FURTHER AGREE THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR MY/OUR APPLICATION/PARTICIPATION AND I/WE HEREBY CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME/US, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I/WE SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY VIACOM18, IT'S AFFILIATES, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME/US AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.

Annexure A

PROHIBITED USER CONTENT

The following is a partial list of the kind of Audition Video that is illegal or prohibited. Viacom18 reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending Audition Video. Prohibited Contest Videos includes content that you should not host, display, upload, modify, publish, transmit, update or share including information that:

- Relates to personal or sensitive personal information about yourself or any third party;
- is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- contains nudity, violence, or offensive subject matter;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- exploits people in a sexual or violent manner;
- solicits personal information from anyone under 18;
- provides any telephone numbers, street addresses, last names, URLs or email addresses, including in your account profile;

- violates the copyright, trademark or other intellectual property rights of any other person;
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, solicitation of donations, barter, advertising, or pyramid schemes;
- belongs to another person and to which the user does not have any right to;
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, hurts religious sentiments, promotes hate/enmity against any particular caste/community disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- interfering with, disrupting, or creating an undue burden on the site or the networks or services connected to the Contest;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation
- does not denigrate or defame Viacom18, the Program or the host/participants/Contestants/any crew/ brands or sponsors of the Program.
- content related to sub-judice cases from public domain