Terms and Conditions for India's Got Talent – Season 9

"**India's Got Talent Season 9**" (hereinafter referred to as "**Show**") is organized and conducted by Sony Pictures Networks India Private Limited ("**The Company**", "**SPN"**). The Show will be telecasted on the Company's channel "Sony Entertainment Television" ("**SET**"/ "**Channel**") and hosted on the Sony LIV App ("App"). The Show will be governed by the terms and conditions stated hereunder ("**Rules**" or "**Terms and Conditions**"). The Company reserves the right to modify these Terms and Conditions without any prior notice. You are advised to access, view and keep yourself informed of these Terms and Conditions. If you do not agree with any of the Rules and any amendments thereto, you must not participate in any of the Auditions of the Show.

Show/ Contest	India's Got Talent (IGT) Season 9
Company	Sony Pictures Networks India Private Limited. The Company shall mean and include its affiliates, group companies, its employees, officers, and directors.
Show Management	Organizers of the Show including the Producer, Company or its respective assignees and affiliates
Website	www.sonyliv.com
Sony LIV Application / Sony LIV App / App	Application owned and controlled by the Company, which will host India's Got Talent (IGT) Season 9 Digital Auditions, open for public at large within the Territory and subject to these Terms and Conditions.
Channel	Sony Entertainment Television
Participant	Any individual who downloads the App and completes the registration process (as described herein below) as per Terms and Conditions herein. Any references to a Participant will include a reference to an individual participating in the Wild Card Entry Round, as may be applicable.
Participant Eligibility	Any person who (i) is above four (4) years of age as on September 27, 2021 (ii) either is a citizen of India, residing in India / is a person of Indian origin (PIO) / is an overseas citizen of India (OCI) / is a person who possesses a valid Indian visa to perform and work in India at the time of audition (but excluding any person who possessed a tourist or diplomatic visa) (iii) is of sound mind and health (iv) does not have any criminal conviction (v) does not have any disability by way of any existing arrangement or contractual obligation or physical or mental disability which prevents the person from participating in the Show or performing in any event such as singing , vocal group/band, dancing , contortionism, music composition, acrobatics, aerial performance, magic, voice impression, mimicry, juggling, comedy or any other event of similar nature organized by the Show Management, either in or outside India (vii) enters the Show in accordance with the Terms and Conditions as stated in this document. Employees of the Company, of the Producer, of the advertising agency, of the process advisors and process auditors, of the agents, of the process partners and any other person associated with the Show or the Company

	which has been appointed from time to time, employees of the sponsors and members of their immediate family, persons other than nationals, or Indian nationals living outside India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those persons who have participated and made it to any televised rounds of any previous seasons of the Show or any other show of similar nature are ineligible to enter the Contest. ***Note:*** ***a. For Participant(s) who are under 18 years of age (Minor), all the Terms and Conditions stated herein shall deem to apply on the Parent/Legal Guardian (as defined hereinafter) of the Minor and the Parent/ Legal Guardian of the Minor Participant shall be bound by all the Terms and Conditions on behalf of the Minor at all times.*** ***b. A person of Indian origin, shall mean a person deemed to be of Indian origin if he, or either of his parents or any of his grandparents, was born in undivided India as defined under the Income Tax Act, 1961 or a person of any country other than Bangladesh or Pakistan who had at any time held Indian passport / a person or his/her parents or his/her grandparents were citizens of India by virtue of the Constitution of India or the Citizenship Act, 1955 / a person who is the spouse of a PIO or a citizen of India as described by the Ministry of External Affairs (MEA).*** ***c. A person will be considered an overseas citizen of India (OCI) when he/ she is a foreign national who either had been eligible to be an Indian citizen on 26 January 1950 or was a citizen at any point after this date, or if he/she belonged to a territory that became part of India on 15 August 1947 as described by the Ministry of External Affairs (MEA).*** ***d. To participate in the Show, all participants (where applicable) must have the requisite visa status to work or perform in India prior to the Auditions and throughout their participation in the Show.*** ***e. The Company shall be free to make any changes to these eligibility requirements at any given time.***
Auditionee	Shortlisted Participant who participates in the Qualifier Rounds till Top 14 Contestants (subject to change as per Company discretion) are selected
Contestant	Top 14 Participants selected to appear on the Show (subject to change as per Company discretion). Any references to a Contestant will include a reference to a Wild Card Contestant, as may be applicable.
Qualifier Rounds	Shall mean and include Digital Auditions, City/Ground Auditions and Studio Auditions/Culling Round
Digital Auditions	Auditions conducted by the Show Management through the Sony LIV Application (App), subject to these Terms and Conditions

City Auditions/ Ground Auditions	On ground auditions conducted by the Show Management in Delhi, Kolkata and Mumbai (subject to change as per Company discretion) to shortlist participants for the Culling Round
Studio Audition/ Culling Round	On ground audition round conducted by the Show Management in the studios to select Top 14 for Gala Round
Gala Round	Individual performance of the Top 14 Contestant(s) from the Culling Round to mark the beginning of the Show
Producer	Fremantle India Television Productions Private Limited
Publicity Rights	Right to use Contestant's/Participant's name, likeness, voice, picture, video, or the content of his/her participation
Terms and Conditions	Rules governing the Show, stated herein in entirety, as may be amended from time to time by the Company, in its sole discretion
Territory	Shall mean India
Digital Audition Period	The Digital Audition period for the Digital Auditions which shall start from 00:00:00 hrs. on September 27, 2021 till 23:59:59 hrs. on November 30, 2021
Parent	For the purpose of participation in any Audition, it is hereby clarified that Parent shall mean the natural parent of the Participant being his or her biological Father or Mother and shall include persons who take the legal responsibilities of the Minor as parents on account of adoption or as foster parents. In either case, the relationship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participants
Legal Guardian	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 Participants
MOJ App	Application owned and controlled by Mohalla Tech Private Limited, which will host Wild Card Entry Round, open for public at large within the Territory and subject to these Terms and Conditions and those available on the MOJ App and on mojapp.in/short-video-app.
Wild Card Entry Round	Interested participants as well as eliminated Participants are provided an opportunity to audition and become a part of the Show by uploading their audition videos on the MOJ App during the Wild Card Entry Period.
Wild Card Contestant(s)	Participants selected through Wild Card Entry Round to become a part or to join the Top 14 Contestants of the Show as per the discretion of the Show Management. The Show Management shall have the right to revise the number of Participants that will be selected as the Wild Card Contestant(s).

Wild Card Entry Period	The period starting from February 06, 2022 (21:00:00 IST) and ending March 06, 2022 (23:59:59 IST) during which Participants can send in their entries of the MOJ App as per these Terms and Conditions and the terms and conditions available on the MOJ App and on mojapp.in/short-video-app.

Procedure to Participate in the Show

Registration Process

1. The Digital Auditions will be conducted through Sony Liv App only and interested Participant(s) are required to submit a complete registration form before uploading Digital Audition video during the Digital Audition Period.

   a) The App, available on iOS and Android platforms, can be downloaded by public at large on their mobile devices from the application store. Please note, the application download is free of cost, however data charges may apply. For further details, please contact your service provider.

   b) Any interested person, who qualifies all the requirements under the Participant Eligibility defined under these Terms and Conditions shall be eligible to participate in the Contest, however, Company's decision in this regard shall be final.

   c) The Participant shall be required to provide below mentioned basic personal information at the time of registration:

   - Full name
   - Age
   - Date of Birth
   - Name of the act (if applicable)
   - Mobile Number
   - Home Telephone Number
   - Address
   - City
   - Highest level of education completed
   - Occupation/ Job/ Business/ Self-Employed
   - Postal code
   - Nationality
   - Email ID
   - Additional contact
   - In case of minor participant, Parent/ Legal Guardian Details

   d) The mobile number will be OTP verified and will hence be the unique identifier for each Participant. Please note that we will be able to get in touch with you only if the mobile number you have shared is registered with the service provider in India.

e) Registered e-mail ID and mobile no. will be mandatory field during registration without which the Participant will not qualify for subsequent rounds.

f) Once the Participant has successfully registered, the Participant will be required to answer few questions pertaining to their eligibility and interests before he/she can upload the Digital Audition video as informed during the Digital Audition Period.

g) The Participant can upload up to 2 videos as their Digital Audition videos to showcase their talent ("**Digital Audition Video**"). The duration of each video should be approximately of 90 secs. Further the file size of the video should not be more than 900 MB.

h) While recording the Digital Audition Video, the Participant should ensure that he/she is in a well-lit place and his/her face is clearly visible in the video. Additionally, the phone camera and mic should be functioning properly, and the Participant should have a good internet connectivity. The Participant should also ensure that the camera is not shaking/ moving while recording.

i) A Participant can participate in the Digital Audition individually or as group, if the performance is to be done by a group. In case the Participant is registering on behalf of the group then only one person can apply on behalf of the entire group after mentioning the name of the group alongwith complete details of the members of the group.

j) In case of a Participant applies on behalf of a group or in the event a Parent/Legal Guardian applied on behalf of a group, then these Terms and Conditions shall be applicable to each member of such group. By choosing to make an application on behalf of the group, the Participant hereby agrees that the group shall be bound by these Terms and Conditions at all times. Further, the Participant hereby confirms that the Participant has taken the consent of each individual member of the group, prior to registering on their behalf. In case of minor Participants, the Participant or the Parent/Legal Guardian registering for the group, hereby confirms that the Participant or the Parent/Legal Guardian has taken the consent of the Parent/Legal Guardian of each such minor Participant, prior to registering on their behalf. The Show Management shall at no time be responsible for or entertain any complaints with respect to individuals applying to the Show on the behalf of the group. The Participant or the Parent/Legal Guardian registering on behalf of the group shall at all times be liable to the Show Management for any complaints or claims made by any group members and shall keep the Show Management indemnified in this regard. Further, in the event any member of the group is found to be in violation of these Terms and Conditions or refuses to participate in the due process of the Show, then the Company shall have the right to disqualify the whole group, at its sole discretion. The Company may choose to allow the rest of the group to continue in the Show, however, Company's decision in this regard shall be final.

2. The registrations using the App for the Digital Audition (referred to as "Entry") for participating in the Show should be completed on or before closing of the Digital Audition Period and should be complete in all sense, in order to be considered as a valid entry ("Valid Entry/ies").

3. The Parent or Legal Guardian of the Minor participating in the Digital Audition hereby represents and confirms that such Parent or Legal Guardian completely understands the nature of Show and that he/she has voluntarily chosen at his/her free will to permit his/her Minor child to participate in the Digital Auditions and further participate in the Show (if selected) and such Parent or Legal Guardian(in case of Minor Participant) is willing to bear all risks, costs and consequences arising from participation of his/her Minor child in the Digital Audition and/or the Show. All representations and warranties, obligations, terms and covenants as laid down herein and applicable to the Minor Participant shall be deemed to be applicable on the Parent/ Legal Guardian and the Parent/ Legal Guardian (in case of Minor Participant) hereby agrees to comply and abide by the same.
4. The Parent/ Legal Guardian (in case of Minor Participant) hereby agrees and acknowledges that it shall be such Parent's/ Legal Guardian's complete responsibility in case of Minor Participants to ensure that the Minor's school/ college / university/ institute's attendance and education is not affected due to his/ her Minor child's participation in the Digital Audition/ subsequent Digital Auditions and/or Show (if selected). The Parent/ Legal Guardian (in case of Minor Participant) hereby undertakes to be fully responsible towards Minor Participant's education and shall ensure that the Minor Child's education and welfare will not be affected in any manner while permitting him/her to participate in the Digital Auditions, subsequent round of Digital Auditions and/or Show.
5. The Participant and/or Parent/Legal Guardian (in case of Minor Participant) hereby agrees and confirms that even if the Participant is selected for the Digital Auditions and/ or the Show, neither the Participant not the Parent/ Legal Guardian (in case of Minor Participant) shall have any right to claim any benefit/demand/consideration/monies from the Company or the Show Management, in addition and/or in exchange of the selection.
6. The Participant will not be levied any charges to download the App, to participate in the Digital Auditions or to upload Digital Audition Video via any of the means provided herein, however, the network provider may levy data and other charges to the Participant, at the applicable rate for using internet connection. It should be verified by the Participant at his/her sole responsibility. In case of uploading videos while roaming in different circle/zone, additional roaming rates for browsing of the internet may be applicable. The Company and/or Channel shall not be responsible for any such charges incurred by the Participant. For further details, please contact your service provider.
7. Any incomplete, erroneous, or unclear information, shall be considered invalid and deemed null and void and the Entry of such Participant will not be considered.
8. By participating in the Digital Audition process, it is deemed that the Participant(s) and the Parent/Legal Guardian (in case of Minor Participant) have severally and jointly read, understood, accepted and agreed to abide with all the Terms and Conditions of Digital Audition and/or Show (if selected) as mentioned herein and is unconditionally bound by the terms of use and privacy rules of the Show as uploaded on the App, any decisions made by the Show Management in its sole discretion, including any interpretations of the Terms and Conditions.

9. In the event of any technical errors, the Company and/or Producer shall not be responsible for the same. Further, Entries received despite or owing to any technical errors shall be considered invalid and the Company shall have the sole discretion in such cases.
10. Participant(s) shortlisted during the Digital Auditions shall be required to be present in the audition venues across cities viz. Delhi, Kolkata, and Mumbai (subject to change as per Company discretion) on specific dates and time as decided and communicated by the Company. The Company reserves the right to revise, add or remove from the list of audition venues, at its sole discretion. The Company also reserves the right to introduce other shortlisted Participant(s), who have gone through the similar selection process as the Participants. The decision of the Company shall be final and binding upon all the Participants.
11. In order to confirm the eligibility of the Participant(s), the Participant(s) are mandatorily required to submit scanned copies of the following documents as and when asked for by the Company. The Company has the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Show. If the Participant(s) are found to be ineligible, or if they have not complied with these Terms and Conditions, will be disqualified:

    a) For valid Identity Proof (any one of the following)
        i. PAN Card
        ii. Aadhar Card
        iii. Driving License
        iv. Passport
        v. Voter Identity Card

    b) For valid Age Proof (any one of the following)
        i. Passport
        ii. Birth Certificate
        iii. School Certificate
        iv. PAN Card
        v. Driving License
        vi. Voter Identity Card
        vii. Court Affidavit
    c) For valid Address Proof (any one of the following)
        i. Passport
        ii. Ration Card
        iii. Driving License
        iv. Electricity Bill
        v. Voter Identity Card
        vi. Aadhar Card
    d) For valid Proof of relationship/guardianship (where applicable) (any one of the following)
        i. Ration Card
        ii. Passport

iii. School leaving certificate
iv. Court order declaring the Guardian as the legal guardian of the Minor Participant
v. Any other Govt. document establishing the relationship/guardianship

(Kindly note, Submission of the aforesaid documents does not imply that the Participation has been selected for further participation)

12. Documents provided should be clear, readable scanned copies and any failure to provide the same can lead to disqualification. The Company reserves the right to disqualify any Participant(s) from the Show or the Digital Audition or any other rounds of auditions, in its sole discretion, if the Company is not satisfied with the documents submitted by the Participant and/or the Parent or Legal Guardian (in case of Minor Participant) or the Participant(s) at any stage is unable to supply any of the documents required by the Show Management/ the Company or supplies unclear, inaccurate, incomplete or misleading personal details and/or information. Successful verification of the documents is mandatory for the Participants to progress further to the TV audition round. The Company reserves the right to ask the Participant to re-submit any of the above-mentioned document proof any stage of the Show.

13. During the Digital Auditions, the Participant(s) shall be evaluated and shortlisted by the panel on the basis of his/her performance, overall personality, screen presence, entertainment factor, etc. or any such other criteria determined by the Company, at its sole discretion. The Panel shall have the sole authority to judge and rate the performance of all the Participants and their decision shall be final and binding on all Participants and Parent/ Legal Guardian (in case of Minor participant). Based on the evaluations by the Panel, the top-rated performances shall be shortlisted, and the Participants shall be selected and eligible for participation in the City Auditions/ Ground Auditions or Studio Auditions.

14. Participant(s) shortlisted during the City Auditions / Ground Auditions shall be required to be present in Mumbai for the Studio Auditions on the day/days and time specified by the Company. The Company reserves the right to introduce other shortlisted Participant(s) in Studio Auditions, who have gone through a similar selection process as the Participants. Such decision of the Company shall be final and binding upon all the Participants. The Company reserves the right to change, alter or modify the dates, timing or location of the City Auditions / Ground Auditions and Studio Auditions, at any time at its sole discretion.

15. During the City Auditions / Ground Auditions, the Participants(s) shall be evaluated by an esteemed panel of judges and experts, who shall be judging the performance of Participants in the Show and /or forming part of the Show engaged by the Company and/or the Producers at its sole discretion. The Judges shall have the sole authority to judge and rate the performance of all the Participants and their decision shall be final and binding on all Participants and Parent/ Legal Guardian (in case of Minor participant).

16. Based on the assessments made by the Judges, the top Contestant(s) shall be finalized from amongst the Participant(s) who participated in Studio Auditions which. The selected Contestant(s) shall have to ensure that they will make themselves available for all shoot dates

and travel to any place for the shoot of the Show, as may be informed by the Company and/or the Producers from time to time.

17. The Company reserves the right to select any number of Participants(s) as Contestant(s) from the Studio Audition or during any other rounds of auditions or otherwise, as it deems fit in accordance with the Show requirement and all such decisions shall be final and binding on all Participant(s) and neither the Participants nor any one on their behalf (including his /her Parent/ Legal Guardian) shall have any objection to the same.
18. The process by which the shortlisted Participants are informed of their selection will be updated by the Company by the way of updating these Terms and Conditions. The Participants are advised to regularly access, view, and keep themselves informed of these Terms and Conditions.
19. It is a condition of entry and participation in the Show that Participant(s) and/ or Parent/ Legal Guardian on behalf of a Minor participant, make themselves available to participate in the Show, agree and sign up or acknowledge the Participant Release Form and any other documents as requested by the Company/Producer and abide by Terms and Conditions of such Participant Release Form and the Rules, Terms and Conditions as devised from time to time by the Company including but not by way of limitation of these Terms and Conditions.
20. The Participant(s) hereby represent and warrant that Participant(s) is not under any disability (mental or physical disability including but not limited to visual impairment or any other impairment of similar nature that can prevent the participant for participating in subsequent process selection process or the Show), restriction, or any kind of prohibition, which shall prevent Participant from performing or adhering to any of the Terms and Conditions herein and have not entered into and shall not enter into any agreement that may violate the Terms and Conditions herein.
21. If at any point in time during the Digital Audition, or any subsequent rounds of audition and/or the Show, it comes to the Company's knowledge that the Participant has become medically/mentally/ physically unfit to continue with the participation in the Digital Audition and/or the Show, then the Company or the Show Management reserves all the rights to disqualify /eliminate the Participant from the next round of Auditions or Show and/or at any point in time, without any liability to the Participant and/ or Parent/ Legal Guardian (in case of Minor Participant)
22. The Company may, at its discretion, contact the Participant(s), if required, for any clarifications needed for the information provided in the registration.
23. In case there is any mismatch of Participant(s) details in any round of the Show, the Participant(s) may be disqualified from further participation in the Show, if Participant is unable to resolve discrepancies.
24. All personal details and information requested by and supplied to the Company by each Participant must be truthful, accurate and in no way misleading. The Company reserves the right to disqualify any Participant(s) from the Show or Digital Audition or any other round of

Auditions in its sole discretion, should the Participant(s) at any stage supply untruthful, inaccurate, or misleading personal details and/or information.

25. By registering for the Show, the Participant(s) represents that he/she is medically fit and do not have present or past psychological ailments at the time of Digital Audition, any subsequent rounds of Audition and/or during the Show. If in the past he/she 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 Show Management in writing along with a copy of the certificate from a qualified medical practitioner declaring him/her to be fit for participation in the Show. However, in the event such medical condition renders the Participant(s) unfit for participation in the Show, then the Show Management shall have the right to disqualify such Participant(s) from further participation. If such Participant(s) has won any prize money before any such disability, then the same shall be paid to the Participant(s) in accordance to the process communicated by the Show Management.
26. For the purpose of participation in on-ground audition and/or Show (if selected), all expenses, if any, including but not limited to travelling, lodging, Visa application cost, work permit cost, food and any other incidental costs shall be borne by the Participant(s) and/ or Parent/ Legal Guardian (in case of Minor Participant). This clause is applicable to anybody accompanying the Participant as well.
27. Participant(s) should not carry any weapon, alcohol or drugs of any kind during the on-ground audition, otherwise he/she shall be disqualified from the Show.
28. Participant(s) is also required to refrain from wearing any clothing items bearing brand name, trademark, designer, or sports logos or bearing the names or likeness of a celebrity, living or dead, during the on-ground audition or any subsequent shoot. The Participant(s) is also not permitted to wear or mention any competing TV channel names, competing Shows or names of competitors of sponsors of the Show.

Wild Card Entry Round

29. The Company shall be conducting the Wild Card Entry Round on the MOJ App during the Wild Card Entry Period. Based on the entries received for the Wild Card Entry Round through the MOJ App, the Participant(s) shall be evaluated and shortlisted by the panel on the basis of predefined criteria determined by the Company, at its sole discretion. The Panel shall have the sole authority to judge and rate the performance of all the Participants and their decision shall be final and binding on all Participants and Parent/ Legal Guardian (in case of Minor participant). In accordance with the evaluation's made by the Panel, the top-rated performances shall be shortlisted, and the Participants shall be selected and eligible for further selection.

30. The decision of the Show Management shall be considered final in all aspects. In no event, shall the Show Management be liable for any damages, losses, liabilities, injury, or

disappointment incurred or suffered by the participant as a result of participating in the Wild Card Entry Round.

31. Shortlisted Participant(s) shall be required to be present in Mumbai for the Auditions on the day/days and time specified by the Company. The decision of the Company shall be final and binding upon all the Participants. The Company reserves the right to change, alter or modify the dates, timing, or location of the Auditions, at any time at its sole discretion. Based on the evaluations by the Panel, the top- one or two performances shall be selected. Selected Participants will get a chance to be a part of the Show.

32. The selected Wild Card Contestants will be announced on March 13, 2022. The Show Management reserves the right to alter the date of announcement at its sole discretion.

33. The participation in the Wild Card Entry Round and the selection process thereof is governed by these Terms and Conditions in addition to the terms and conditions available on the MOJ App. The Terms and Conditions hereunder shall apply to all Wild Card Contestants and their selection and participation in the Show shall be subject to these Terms and Conditions at all times.

34. The Show Management shall not be responsible for any technical errors or glitches or non-availability of the MOJ App. Participants are required to ensure that they appraise themselves with the terms and conditions for the use of the MOJ App and the terms and conditions that govern the participation in the Wild Card Entry Round as available on the MOJ App. Participants hereby confirm that they shall not raise any claims against the Company with respect to the Wild Card Entry Round participation through the MOJ App and any claims or concerns against the MOJ App shall be addressed to the MOJ App directly, to the exclusion of the Company.

General rules and regulations

1. By choosing to participate in the Show or by sending entries in any of the aforesaid manner shall be acceptance of these Terms and Conditions.

2. These Terms and Conditions may be subject to amendment from time to time and as such participation in the Show would be considered acceptance of the amended Terms and Conditions.

3. There is no levy of an entry fee for participation or at any stage in the Show. The Participant(s) and or Parent/Legal Guardian of the minor Participant(s)t, is not required to pay any amounts, fees or monies at any stage of the Show in any manner or for any reason whatsoever. Any person who claims to be from the Company and asks the Participant(s) and or Parent/Legal Guardian of the minor Participant(s) for paying an entry fee for participation in the Show or to pay monies for any reasons associated with the Show or asking to pay accommodation or other charges that may be reimbursed at a later stage, is defrauding the Participant (s) and or Parent/Legal Guardian of the minor Participant(s) and he/she should report this to the local

police immediately. There are also no lotteries, prize monies, cash prizes etc. distributed by the Company or the Show. The only way to participate in the Show is in the manner detailed above and prize monies (if applicable) are awarded only to the selected Contestants. Any person who claims to be from the Company and offers any lotteries, prize monies, cash prizes etc. to anyone is defrauding the person and he/she should report this to the local police immediately.

4. An Entry is not transferable.

5. Registration to the Show (or any rounds thereof) does not guarantee the selection of the Participant(s) to proceed with the Show. Registration also does not entitle any Participant(s) to a prize or award. If at any time, including after disbursement of prize, any information submitted on behalf of the Participant(s) by the Parent/Legal Guardian of the minor Participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Parent/Legal Guardian of the minor Participant(s) shall be liable to refund all amounts received from the Company. Further, in case of a minor Participant(s), the prize monies will be distributed as per the NCPCR guidelines. The Show Management will not entertain any requests or demands in this regard. In case of Participants who are not citizens of India, any prize monies paid shall be paid to a bank account in India and shall be payable in Indian Rupees.

6. By the act of uploading the video or participating in the Digital Audition and/or Wild Card Entry Round, via any app as informed, the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) is hereby providing express consent to the Company to collect and store the personal data shared by the Parent/Legal Guardian with respect to himself/herself and/or the minor Participant(s). The Company shall keep all the information collected confidential. Please refer to Channel's Privacy Policy for more details.

7. The Company also reserves the right to disqualify a Participant in case a discrepancy is found to exist in the information furnished/provided/stated by the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) during the conversation with the Company or any of the Company's sub-contractors and vendors in the Show, and/or the information stated in the documents furnished by the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant).

8. The Company and/or the Producer and/or Judges of the Show reserve the right with respect to the decisions of the selection and/ or the elimination of the Participant and the selection and/ or the elimination of the same shall be final and binding on all the Participant(s) and in no event shall the Parent/Legal Guardian of the minor Participant(s) dispute such decision(s).

9. The Company reserve the right in its sole and absolute discretion to amend, alter, modify, change, vary or terminate the Show, any Terms and Conditions mentioned and accordingly the rules for registration, process of Digital Audition, Ground Auditions, Studio Auditions, Wild Card Entry Round, Participant(s) eligible for Qualifying Rounds, at any time, at its sole discretion, without giving any prior notice to the Parent/Legal Guardian of the minor Participant(s) or the Participant(s) and it shall be the sole responsibility of the Parent/Legal

Guardian of the minor Participant(s) to check the Terms and Conditions from time to time. The Participant(s) by participating in the Show process agrees to such amended rules.

10. The Parent/Legal Guardian of the minor Participant(s) hereby acknowledges that the Participant has voluntarily chosen to participate in the Show at his / her free-will and with the absolute consent of his/her Parent/Legal Guardian and Parent/Legal Guardian of the minor Participant(s) is willing to bear all risk, costs and consequences arising from such participation in the Show. It is a condition of entry and participation in the Show that the Participant(s) and or Parent/Legal Guardian of the minor Participant(s) 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 Participant's 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 Terms and Conditions or otherwise prevent the Participant(s) from participating in the Show or the broadcast, promotion, exploitation or sponsorship thereof and should this condition be violated at any stage, the Participant shall be disqualified. The Company shall have the authority and right to disqualify Participant's, at any point of time, if it comes to the Company's knowledge that the Participant's, being a Minor has participated without the due consent, knowledge and awareness of their Parent /Legal Guardian and/or Participant(s) is in breach of any Terms and Conditions and/or undertakings herein.

11. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) hereby represents that neither the Participant nor the Parent/Legal Guardian has not been accused or convicted or is otherwise involved in any criminal offence (including but not limited to acts of moral turpitude and harassment) and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to the Company in writing. That the Participant(s) and/or the Parent/Legal Guardian is /are not required to be 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 the Participant(s) participation in the Digital Audition or the Show (if selected).

12. The Company reserves the right to suspend or disqualify any of the Participant(s) in case it has reasonable grounds to conclude that the Parent/Legal Guardian the of Minor Participant have been alleged in any public domain and/or social media websites for any misconduct, sexual harassment, physical abuse, coercion in any form, criminal cases or any other reasons which may tantamount to general misconduct.

13. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) shall ensure that the acts/ performance in the Digital Audition video shall in no manner infringe any rights including the copyright of a third person/party. In the event of any violation to the aforementioned, the Participant shall be disqualified from the Digital Auditions, immediately, without any prior notice of the same and the Parent/ Legal Guardian on behalf of minor Participant shall solely be liable for any and all action arising therefrom and shall also be liable to indemnify the Company, 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.

14. The Participant(s) will not be confirmed as Contestants of the Show if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment, final stages of pregnancy, COVID-19 etc.). It is the responsibility of the Parent/ Legal Guardian of the Minor Participant that Participant is medically fit for participation. Nevertheless, the final decision regarding their participation in the Ground Auditions and the actual shoot of the Show rests entirely with the Show Management.

15. The Company reserves the right to include without limitation any additional round /level, theme / feature such as a wild card entry, judge's round, etc. in the Digital Auditions, any subsequent Digital Audition process, and/or between any round/phase of the Digital Audition, subsequent Digital Audition including introducing any wild card entry in the Show that may include any person as a wild card entrant/participant in the Digital Audition / Show at any time during any stage of the Show. The Company reserves all rights to increase or decrease the number of rounds/levels of the Digital Auditions/ subsequent rounds of Digital Audition at any time at its sole discretion and the Participant and Parent/Legal Guardian of the minor Participant(s) shall not have any right to object against the same and any such changes shall be deemed to be binding on all the Participants and Parent/Legal Guardian of the minor Participant(s).

16. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) agree that the Company shall in no event, whatsoever, be responsible for or required to help or make any submissions on behalf of the Participant(s) with respect to any visa documentation during or in relation to the Participant's participation in the Auditions and/or in the Show including but not limited to travelling anywhere and anytime and undertaking the performances required for the Show. In case, any Participant is not able to furnish the required documents to enable such participation, the Company shall have the sole discretion to decide whether or not such Participants can participate or continue with their participation in the Auditions and/or Show.

17. The Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) shall be required to, at all times and at the Participant's and/or the Parent' s and/or Legal Guardian's (in case of a Minor Participant) sole cost, obtain and maintain the requisite visas, approvals, permissions etc. (for the Participant and any companions) for stay in India, working in India and performance and participation of the Participant in the Show in India. The Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) shall also be solely be responsible to obtain all permissions that may be required from relevant authorities, at the Participant's and/or the Parent' s and/or Legal Guardian's (in case of a Minor Participant) sole cost, for the Participant to stay in India and to participate in the Show. The Company shall have the sole discretion to disqualify or eliminate any Participant, at any stage, should the Participant fail to obtain or maintain required visas or other permissions for the Participant to be able to participate in the Show. The Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) and their companions shall at all times be solely responsible for compliance with any and all applicable laws, rules, and regulations

with respect to their stay in India, any immigrations requirements, COVID protocols in India or their home country or in relation to their participation in the Auditions and/or the Show.

18. During the Digital Audition period, the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) shall keep the Company, or the Show Management informed of any events which relate to COVID 19 or any other situation such that:

    a. Is not existing or reasonably foreseeable at the date of Digital Audition, AND
    b. Which will materially and adversely affect Participant's ability to perform or participate in subsequent rounds of the Show

19. If, as a result of the global COVID 19 virus situation, Participant's performance is rendered impossible or impracticable, then the Company, at its sole discretion, may decide to either disqualify the Participant or allow performance post recovery.

20. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) hereby undertake to sign any and all such documents, as may be required by the Company to enable the Participant to participate in the Show including but not limited any declarations and undertaking as may be required with respect to the COVID-19 pandemic. During the shoot of the Show, the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) hereby agrees to abide by all rules, regulations, guidelines, Government orders and any and all instructions issued by the Company with respect to the shoot of the Show.

21. The Participant(s) agree that the Company shall in no event, whatsoever, be responsible for any medical or other problems suffered by the Participant(s), including but not limited to COVID-19 related complications, during or in relation to the Participant's participation in the Auditions or Wild Card Entry Round including but not limited to travelling anywhere and anytime and undertaking the performances required for the Show. You acknowledge and understand that the participation in the Auditions or any other stages of Audition or Wild Card Entry Round or any stage of the Show is at the Participant's own risk. Company shall not be responsible for the Participant's safety during the Auditions or any other stages of Audition or Wild Card Entry Round or any stage of the Show, nor shall they be required to obtain any insurance in relation to the same. The Participant acknowledges and understands that his/her participation in the Auditions/Show is at his/her own risk.

22. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) hereby confirm that they understand that the process of Digital Auditions or Wild Card Entry Round does not guarantee participation or selection for the Show in any manner. Should there be any government rules, regulations, laws, notifications etc. including but not limited to the COVID-19 related SOPs issued by either the Central or the State Government, which would render the participation of the Participant impossible or should the participation of the minor Participant (including but not limited to the Participant's and/or the Parent /Legal Guardian's ability to travel or be present of the shoot) not be possible or permissible owing to any of Government regulations, rules, procedures, guidelines, laws etc., at any stage of the Show, then the same will lead to disqualification. The Company shall have complete discretion

in this regard and the Parent/Legal Guardian hereby undertakes not to dispute the same in any manner.

23. The City Auditions and/or Studio Auditions and/or Wild Card Entry Round may or may not take place at the sole discretion of the Company and/or the Producers basis the current Covid-19 pandemic scenario or any other force majeure event. The Company and/or the Producers are under no obligation to go for City Auditions and/or Studio Auditions and/or Wild Card Entry Round or shooting of the Show and are also under no obligation to inform prospective Participants or their Parents about the same.

24. If at any time, including after disbursement of prize, any information submitted by the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) is found to be insufficient, incorrect, false, or otherwise misrepresented or misleading, the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) shall be liable to refund all amounts received from the Company. The Company shall not disburse any prize amount unless the Company is completely satisfied with the details submitted by the Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) and the Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) has complied with all the requirements of the Company. The Company shall not entertain any claims in the regard and by choosing to participate in the Auditions and the Show, the Participant and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) hereby waives off their right to raise any claims against the Company in this regard.

25. Personal Interview will be conducted post completion of Digital Audition through tools/ Apps/ Software as informed by the Company or the Show Management for time to time.

26. Reasonable attempts shall be made by the Company or the Show Management to contact shortlisted Participants through the contact details provided during the Registration and/ or in any other manner as deemed fit by the Show Management and/or representative of the Show Management. The Show Management 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. The Company or the Show Management shall at its own discretion make or refuse to make additional attempts to contact any Participant.

27. In case of any scheduled interview with the Company representatives and/or Judges via appropriate tools/Apps/links etc. only the authorized parties (including Judges, Participants, the Company representatives) will be allowed to enter to meeting room. The Company will have the final right to refuse registration/ eligibility at their sole discretion**.**

28. The Show Management reserves the right to record the personal interview as part of the selection process and for future reference. However, the Parent/Legal Guardian (on behalf of Minor Participant) cannot record the Personal Interview on behalf of the minor Participant. In the event of any unforeseen loss of recordings, the Company may, at its own discretion, request Auditionees to appear for a repeat personal interview session. The Company reserves the right to increase/ decrease/ alter the number of Auditionees at any point.

29. The Participant(s) and/or The Parent/Legal Guardian on behalf of the Minor Participant shall at all times keep confidential the selection process and all details regarding the Show including Digital Audition and Personal Interview which he/she might be informed of or which he/she might learn or come to know of as a Participant(s) or as Parent/Legal Guardian of the minor Participant(s) or as a short-listed potential candidate. If any Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) is found to indulge in any malpractice or in sharing any information with respect to the Digital Audition and selection process will be disqualified from the Show immediately.

30. The decision of the Company in connection with Digital Audition or any other stages of Audition or any stage of the Show including but not limited to short listing the Auditionees will be final and binding and is non-contestable. In case of any dispute or difference in respect of this Digital Audition or any other stages of Audition or any stage of the Show, the decision of the Company shall be final and binding on all concerned.

31. It is necessary for the Participant (s) and Parent/Legal Guardian of the minor Participant(s) to have good internet connectivity and a smart phone or similar device throughout the Digital Audition rounds to be eligible for further processing. No disputes will be entertained arising out of issues of internet connectivity loss or non-availability of smartphone or similar device.

32. Further, the Company and/or judges shall be entitled to, at its discretion, any time during the telecast of the Show, to re-introduce the eliminated contestants/participant(s) and/or re-introduce fresh individuals/contestants/participants during any stage of the Show.

33. The Company reserves the right to terminate and/or postpone the Show without giving any prior notice to the Participant(s) and / or Parent/Legal Guardian of the minor Participant(s). Such decision shall be final and binding on the Participant(s) and Parent/Legal Guardian and the same shall not be disputed and/ or challenged in a court of law.

34. If Entries are received for participation, it is assumed that the person sending in the Entry has provided the Company with permission to send SMSs to him/her or call him / her, whether such sender is registered on the National Do Not Call registry. The Company will only contact the Participant and / or Parent/Legal Guardian of the minor Participant(s) on the mobile number provided by the Participant and/or Parent/Legal Guardian on behalf of the Minor Participant. The permission to contact shall be valid also for inviting the Participant to participate in subsequent/future chapters of the Show.

35. The Company reserves the right, at its sole discretion, to disqualify any Participant who himself/herself or whose Parent/Legal Guardian or any person related to them, may be responsible or who tampers with the Entry(ies), Digital Auditions process, App, and to cancel, modify or terminate the Digital Audition or any part of the Digital Audition/Show. Further, the Company 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 the Company shall be entitled to such remedies in law as applicable.

36. The Company and its sub – contractors shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the Digital Audition Video / other details of the Participant. The Company shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Digital Audition Video/content. Further, The Company shall not be responsible and/or liable in any manner whatsoever in case the Participants and / or Parent/Legal Guardian of the minor Participant(s) are unable to register their entry and participate in the Digital Auditions due to failure on part of the internet service provider, facility provider, etc.

37. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) or any person related to them shall not attempt to gain unauthorized access to the Participant accounts, servers or networks connected to the Company services by any means including but not limited to disrupt the Company services by uploading content which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) or any person related to them agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support the Company or the Company services. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) or any person related to them shall not attempt to transmit content regarding services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, and/or chain letters.

38. The Company reserves the right to disqualify the Participant(s) in case a discrepancy is found to exist in the information provided by the Participant(s) and/or Parent/Legal Guardian of the minor Participant(s) and/or the Company has sufficient reason to believe there is breach of any of these Terms and Conditions by the Participant, Parent/Legal Guardian of the minor Participant(s) and/or any technical errors which in the opinion of the Company render the Digital Audition invalid, at any point in time during the Digital Audition Period or otherwise. The Company has the right to substitute an alternative Digital Audition method at its absolute discretion.

39. The Company shall not be responsible for any break or disconnection or disruption and/or liable in any manner whatsoever for any network problem, unclear network, disruption in the network, connection failure, electricity failure, internet service provider, facility provider, or due to capacity constraints or any other reason whatsoever irrespective of the network being used. In addition, the Company shall not be responsible and liable in any manner whatsoever in the event of any failure in the Digital Auditioning process including but not limited to telecom failure, session failure, logging failure, close or any other difficulties of such nature due to which the Participant (s)/ Parent/Legal Guardian of the minor Participant is charged by the telecom operator and/ or is unable to participate.

40. While all attempts will be made to protect the Digital Auditioning data from loss and/or corruption, the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby agree and acknowledge that all systems are prone to failure and hacking attempts. In the event of any data loss, the Company shall make reasonable endeavors and may disqualify all the Digital Auditions received or conduct a re-Digital Auditioning or continue with whatever data available in the manner it deems fit. The Company will not be responsible

for any damage resulting from the loss of data or action taken by the Company on account of the same. The Company shall not be responsible to make good any loss or dissatisfaction suffered by the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) on account of such loss.

41. The Company shall endeavor to make all reasonably practicable arrangements to ensure uptime of systems, back-up of data, server capacity and prevent other technical impediments, but can make no guarantee thereof and shall not in any manner be responsible for any technical problem with the internet and by participating in the present Digital Audition process, the Participant(s) and/or the Parent/Legal Guardian hereby agrees not to hold the Company liable for any such technical problem or shall have any claim in this regard.

42. The Company, its affiliates, process evaluators and process auditors, contractors, partners and promotion and advertising agencies are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Web-site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may include any injury or damage to the Participant(s) and/or the Parent/Legal Guardian or the minor Participant or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. The Company and its affiliates are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected videos, which will be disqualified. Show Management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all videos (provided, however, that the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).

43. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby acknowledges and agrees that the relationship between the Participant(s) and the Company is not a confidential, fiduciary, or other special relationship.

44. The Company shall not be answerable to any person with regards to any process for Digital Audition process or any other stages of Audition or Wild Card Entry Round or any stage of the Show including but not limited to the, selection or elimination or disqualification of any Participant etc.

45. The Terms and Conditions of and in relation to the Show 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 electronic record is generated by a computer system and does not require any physical or digital signatures.

46. Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) who do not comply with these Terms and Conditions, or who attempt to interfere with the operation of the App in any way will be disqualified and their entries may not be counted.

47. The Company reserves the right to disqualify or suspend any Participant from the Digital Audition if it has reasonable grounds to suspect that fraudulent activity has occurred or if it considers there has been any attempt to rig/manipulate the Digital Audition. The Company and/or Channel has the right to substitute an alternative Digital Audition method at its absolute discretion

48. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall not offer any bribe or make any requests to any members of the Company to get any favors. Any such acts shall eliminate the Participant from Show. Any fraud in respect to entries or tampering of Digital Audition process will attract legal action and disqualification from the Show.

49. None of the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall, without the prior written approval of the Company, speak to the press or any other media or any third person, nor give any interviews or comments relating to the Digital Auditions or any aspect of the Show or write blogs, post any messages in social networking or any site. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall not disclose any information whatsoever relating to the Company/Producer to any other party. Violation of this clause shall immediately disqualify the Participant's prospects of further participation.

50. As part of Participant's contribution to the Show, the Company may request Participant(s) to participate in any online/interactive activity relating to the Show including without limitation recordings of webcasts, interviews and participation in so-called 'chat-rooms'. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby agree that the minor Participant shall participate in any and all such marketing and promotional activities, as required by the Company and/or the Producer.

51. Taking part in the registration process shall be deemed to be acceptance by the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) to receive promotional messages from the Company or any third party so authorized by the Company regarding current and future chapters of the Show.

52. Digital Auditions will be subject to such timing stipulations and requirements as may be determined by the Company and the Company makes no representations, warranties nor provides any undertaking to any of the Participant(s) that any or all of the Participant(s) will be able to take part in Digital Audition.

53. The Company shall neither be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Participant(s) and / or Parent/Legal Guardian of the minor Participant(s) in the event that the Company is not able to permit the Participant(s) to take part in the Digital Audition or Show or Wild Card Entry Round in accordance with any of the foregoing provisions.

54. The Company shall not entertain any request by the Participant(s) and/or the Parent/Legal Guardian for change in the dates and time of Digital Audition or any other stages of Audition or any stage of the Show.

55. The Company may in its sole discretion exclude a Participant from participating in the Digital Audition or any other stages of Audition or any stage of the Show or the Wild Card Entry Round which may include without limitation (i) circumstances which, in the Company's view, renders the Participant unfit to participate therein; (ii) inability to produce documentation specified by the Company proving the identity of the Participant; (iii) any other reason that, at the discretion of Company, would adversely impact the Company, Channel or Show.

56. At no point of time will the Company/Producer be obliged to notify unsuccessful Participants and / or Parent/Legal Guardian of the minor Participant(s) of its decision.

57. The Company will have no liability to the Participant (s)/ Parent/Legal Guardian who is unable to attend or take part in the Show for whatever reason and the Company shall be entitled to disqualify the Participant(s), replace any such Participant(s) from the Show at any time, at the discretion of the Company

58. In the event that there is a tie between two (or more) Participant(s), the Company 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. No enquiries, appeals, verbal or written, shall be entertained in this regard.

59. In the event of any fault, misunderstanding or dispute concerning any part of the Show, and/or the operation of the telephone system, Digital Auditions, call-backs, the selection of Participant(s) at any stage, the decision of the Company shall be final and binding on all Participant(s) and/or the Parent/Legal Guardian of the minor Participant(s). The Company / Producer of the Show is empowered to take a decision on any case or instances not covered by the present Terms and Conditions.

60. The Company has the right at any time to terminate the Show without any prior intimation or notice to the public and also the Company is not obligated in any manner whatsoever to compensate any person or persons who have participated and/or who are participating in the Show and/or accommodate any person or persons who have been selected in the Show for the Show.

61. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) specifically agree not to file in person / through any family member and / or any third party any applications, criminal and/ or civil proceeding in any courts or forum in India or outside India against SPN/ Producer and/or their directors, process advisors and process auditors, employees, officers, affiliates or subsidiaries to claim any damages or relief of any nature in

any manner in connection with the Digital Audition or Wild Card Entry Round or the Show. However, in the event, the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) are found to be causing any disturbance or disruption before, during or after the Digital Audition then the Company or the Show Management shall have the right to immediately remove or disqualify the Participant. The Parent/Legal Guardian hereby undertakes that the minor Participant shall, on attaining majority, not raise any claims of any nature whatsoever against SPN or the Show Management in any manner and hereby agrees to keep SPN and the Show Management indemnified in this regard.

62. The Participant(s) and / or Parent/Legal Guardian of the minor Participant(s) shall comply with all the applicable laws of India. The Participant(s) and / or Parent/Legal Guardian of the minor Participant(s) shall also comply with the Terms and Conditions including the Terms and Conditions of the App.

63. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.

64. These Terms and Conditions and the Show / Contest shall be governed by and construed in accordance with the laws of India and the Participant(s) and / or the Parent/Legal Guardian of the minor Participant(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.

Intellectual Property Rights and access to personal information

65. The Participant(s) and/or the Parent/Legal Guardian of the minor Participant(s) hereby agree and irrevocably acknowledge that the Company shall have the sole and exclusive right including but not limited to intellectual property rights (copyrights and trademarks) and other proprietary rights in and to the Show, the Participant's appearance and participation on the Show, the Parent's or the Legal Guardian's appearance on the Show and all its components whatsoever.

66. All the intellectual property rights with respect of the performance of the Participant(s) either in the Digital Auditions or in the Show including but not limited to the copyright, rights of publicity, moral rights and any related rights shall stand waived and the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby 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. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) also explicitly consents to the Company's right to reproduce the Participant' picture or the recording provided by the Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) 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 Show or any other Show of the Company, except where prohibited by law. The Participant(s) and/or the

Parent/Legal Guardian (on behalf of Minor Participant) also consents to the Company's right to use Participant(s) name, voice or picture, or the content of his/her Digital Auditions or any other stages of Audition or any stage of the Show 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. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) grants the Company irrevocable consent in perpetuity to the use of the sound recordings, photographs, video tape, and illustrations taken during or in connection with the Digital Auditions or any other stages of Audition or any stage of the Show, 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 requiring the Parent's/Legal Guardian's further knowledge or consent.

67. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby agree and consent to the collection, recording, processing and storing of the Digital Audition Videos submitted and the personal interviews during the Digital Audition round or any other stages of Audition or any stage of the Show. Further, any photographs, videos, documents etc. submitted to the Company or recorded by the Company during the Digital Audition or registration procedure or any other stages of Audition or any stage of the Show shall on submission / creation become the property of the Company ("**Materials**") and shall be available to the Company for exploitation throughout the world in perpetuity. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby waives off all the rights that they may have with respect to such Materials. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall ensure that the photos or videos submitted by them in any public domain, or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation, the Participant(s) shall immediately be disqualified from taking part in the Digital Auditions/Show or any further rounds of participation and such Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) shall solely remain liable for any action (criminal/civil) arising therefrom.

68. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) hereby grant to the Company and its affiliates/ group companies, the unfettered right to exploit exclusively and in perpetuity, 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 Participant's and/or Parent/Legal Guardian's name including sobriquet, photographs, images, likeness, voice, audio – visual, videos, Digital Audition videos, recording, etc. provided/ submitted by the Participant and/or Parent/Legal Guardian to SPN and/or recorded by SPN or the Show Management during the Digital Auditions or subsequent Digital Auditions or Ground Audition or the Show through all media including without limitation television, radio, print, mobile, internet, websites, mobile applications and/or any 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 as SPN may deem fit.

69. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) undertake that the Participant(s) and/or the Parent/Legal Guardian shall not violate the rights of any third party including but not limited to privacy rights, copyrights, trademark or any other intellectual rights; shall not upload, store, collect, transmit or cause the upload, storage, collection, transmission, of any information through the website(s) and or App which violates any applicable laws, including, inter alia, belonging to another person; or is harmful, harassing, blasphemous, defamatory, obscene, invasive of other's privacy, pedophilic, libelous, hateful, or racially, ethnically objectionable, disparaging, harms minors in any way, violates any law for the time being in force.

70. Company shall keep all the information collected from the Participant(s) and / or Parent/Legal Guardian of the minor Participant(s) including videos submitted and interviews conducted confidential and shall use the same for the purpose of inviting the Participant(s), if selected. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant), by electing to participate in the Show, hereby explicitly consents to the collection, storage and processing of such personal data collected from him/her with respect to the Participant. The Company agrees that such personal data shall be collected and processed only for the purposes of the Show. The Company shall delete all the personal data so collected, post the telecast of the last episode of the Show. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) further consents to the Company sharing the said personal data to third party service providers hired to assist the Company in producing and organizing the Show or with any third-party sponsors or associates where such personal data will be shared with them in a limited manner and only to the extent needed for the purpose of the Show.

71. 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.

72. The participation in the Digital Audition and/or the Show will be construed as an acceptance of providing contact details on the aforementioned application service /websites and the consent to allow the Company to use the contact details for any other use, and or transfer the same to any third party/agencies to collect, maintain and share the same solely for the purpose of use in connection with the Show or any other allied activity such as marketing connected to the Show. Any and all personal information collected hereunder shall be collected, stored, processed and dealt with in accordance to the Company's Privacy Policy. Please refer to the Company's Privacy Policy (https://www.setindia.com/in-en/static/privacy-policy/58) that governs the use of all personal data that the Company deals with. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) agree and acknowledge the Terms and Conditions, Privacy Policy and Terms of Use as put up on the App service /website www.sonyliv.com in addition to the conditions set out in this document.

Indemnities

73. The Participant(s) and/or the Parent/Legal Guardian (on behalf of Minor Participant) and their legal heirs hereby shall hold harmless and indemnify the Show Management, the Company, affiliates, group companies, partners, sponsors, process advisors and evaluators, process partners, its agents, representatives, its employees, officers, and directors. contractors, partners or other persons used by them in relation to this Show and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Company, Show Management, or by any third party in connection with the Participant's participation in the Show, Wild Card Entry Round, winning the Show, or awarding or the use or misuse of any prize and shall reimburse the Company, and/or the Show Management for any loss, costs, expense, or damage to which said indemnity applies.

74. Any conflict related to various provisions and interpretation of these Rules will be addressed by the Show Management. The decisions of the Show Management shall be final and binding.

75. If Participants and / or Parent/Legal Guardian of the minor Participant(s) are unclear as to these Rules or any element of the Digital Audition process or any other stages of Audition or any stage of the Show, they can write in with their questions, concerns or queries to livsupport@sonyliv.com. The Company shall make efforts to respond to the e-mail on a best-effort basis, however, shall not be held responsible if no response is received. In case no response is received, the same shall not be used as a ground to extend timelines for any category.

Disclaimers

76. Show Management has no obligation to screen information submitted and is not responsible for monitoring information submitted, to prevent violation of intellectual property ownership rights, or violations of any law, rule or regulation.

77. The winning Contestant (s) and/or the Contestant(s) and/or Participant(s) and /or Parent/Legal Guardian of the minor Participant(s)of the Show 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 Show including but not limited to the procedure in the Show or any rounds or auditions of the Show or the Wild Card Entry Round, any third party claims including but not limited to any claims of infringement of any third party rights 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 and /or outside India against sponsor and/or the Channel/Company/Producer to claim any damages or reliefs

78. The Company shall not be under any obligation to Participant and / or Parent/Legal Guardian of the minor Participant(s) and shall have no obligation or rights in relation to the Show and

shall have no claims whatsoever against the Company relating to the selection process, gratification or the running of the Show.

79. The Company shall not be responsible for any errors or omissions in the Terms and Conditions contained herein. All information provided is provided "As is" without warranty of any kind. To the fullest extent permitted by applicable law, the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of the Show, App. Without limiting the foregoing, the Company specifically disclaim any warranty (a) that the App will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the App (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If Participant(s) and / or Parent/Legal Guardian of the minor Participant(s) use of the App, online entry form results in the need for servicing or replacement of Participant (s) or another's equipment or data, the Company are not responsible for those costs.

80. The Company / Producer or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Participant(s) and / or Parent/Legal Guardian of the minor Participant(s) and arising as a result of Participant's participation in the Digital Audition or the Show Part, if selected.

81. Apart from the entitlement to be part of the Show, the Participant and / or Parent/Legal Guardian of the minor Participant(s) or his / her legal heirs will have no other rights or claims against the Company or the Producers. For the sake of clarity, it is stated that the Participant(s) and / or Parent/Legal Guardian of the minor Participant(s) of the Digital Audition or the Show shall not be paid any consideration.

82. Company / Producer and its sub - contractors shall not be held responsible or accountable to any of the Participant and/or the Parent/Legal Guardian, for any loss, injury or any other liability which may arise, enroute while attending the studio part / Show / shoot or while participating in the Show or Wild Card Entry Round and for which the Participant and/or the Parent/Legal Guardian will be required to sign an indemnity in favor of the Company. The Parent/Legal Guardian agree to release, discharge, and covenant, not to sue the Company or any of its associate agencies and each of their respective officers, directors, agents, representatives and employees, and/or any other agencies or individuals connected with the Competition in any manner, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from the Participant and/or the Parent/Legal Guardian involvement in the selection process.

Limitation of Liability and Remedies

83. The Company reserves the right, in its sole discretion, at any time and at any stage of the judging process, to reject or disqualify any Participant who is deemed ineligible or for any reason that the Company feels is necessary and/or appropriate, including without limitation, if that Participant and / or Parent/Legal Guardian on behalf of the minor Participant(s)has not

complied with the Terms and Conditions of the Show, the Company determines he/she is attempting to undermine the legitimate operation of the Show by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participant or the Company, the Selection Panel, Jury or has interfered, in Company's sole opinion, with the proper conduct of the Show.

84. Participants and / or Parent/Legal Guardian of the minor Participant(s), users and/or any party that accesses the App, agrees that neither the Company nor any third party content or service providers involved in the Show will be liable to the Parent's and/or Legal Guardian's on behalf of the Minor Participant for any loss or damages, either actual or consequential, arising out of or relating to these Rules, Parent's and/or Legal Guardian's use or inability to use the App, or to Parent's and/or Legal Guardian's reliance upon information obtained from or through the App, participation in the program, travel, or use or misuse of any prize. In particular, neither the Company nor its third party or service providers will have liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to the awards, terms of use, visitor's use or inability to use the App, online entry form or to visitor's reliance upon information obtained from or through the App, participation in the Show, travel, or use or misuse of any prize, whether based in contract, tort, statutory or otherwise.

85. The Company, the Producer, judges, the host, the advertising agencies, the sub-contractors used by Company for the Show, and any person or entity connected with the production (including the format owners and the broadcasters of the Show), administration or judging of the Digital Auditions, the Show (the "Relevant Parties") shall be under no liability whatsoever to the Parents and/or Legal Guardians, in respect of any loss, damage suffered by the Parents and/or Legal Guardians or the Participants arising from or pursuant to the Show or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant(s) at any stage of the Competition and during production thereof whether or not caused by (1) the administration (including scheduling) of the Show including any failure of transportation or inability for any reason to appear for the Digital Audition/before the judges; (2) the Participant's or any third party's participation in the Digital Audition, or being selected or disqualified; (3) as a result of the decisions of the judges or Company; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the host and/or Company; and/or (5) any printing, typographical or technological errors in any materials associated with the Competition. 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 property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Show. 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 Participation(s); or circumstances beyond the Relevant Parties including the Producer's reasonable control.

86. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) to the extent permissible in law, shall not in any circumstances make any claims against the Company, the Producers, their divisions, their subsidiaries, their employees, their respective agents and representatives, directors and its affiliates arising out of or relating to any and all costs, injuries, for any kind of losses, damages, costs or injuries of any kind, including due to any problems caused by technical disruption and/or failure, server problems or any other difficulties.

87. The Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) specifically agrees and acknowledges that any disputes or claims shall be resolved individually and the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) agrees to not file by resort to any form of class action and/ or through any family member and/or third party applications, criminal and/ or civil proceedings in any courts or forums against the Company and/ or the Channel, their directors, employees, officers, affiliates or subsidiaries to claim any damages. Under no circumstances will the Company and/or the Company entities be liable for any consequential, indirect, special punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.

88. By participating in the Digital Audition or any other stages of Audition or any stage of the Show, to the extent permissible under law it shall be construed that the Participant(s) and/or the Parents and/or Legal Guardians (on behalf of the Minor Participant) has hereby expressly or irrevocably waived his/her right to raise any dispute with regard to the Show or attempt to restrain or injunct or enjoin, the development, production or exploitation of the Show and/or the continuance of the Digital Audition.

Application

89. The Company shall not be responsible for:

    i. Any delivery, failures relating to the registration or uploading the video link (hosted in “Sony LIV app”) videos/presentations;

    ii. Show Management not receiving or rejecting any data;

    iii. Any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and

    iv. Other conditions/situations or failures beyond its control.

90. The App is controlled and offered by Company from its facilities in India. Company makes no representations that the App is available for use in other locations. Participants accessing and/or using the App from other jurisdictions, do so at their own volition and are solely responsible for compliance with applicable laws. The Company cannot guarantee whether the App will function in such jurisdictions outside India. A Participant may not be able to upload

videos in the event the Participant is travelling outside India. The Company shall not be responsible for the Participant not being able to access the Sony Liv App and/or the Participant not being able to appear to Digital Audition in such situations.

91. The MOJ App is owned and controlled by Mohalla Tech Private Limited. Any issues or concerns with respect to the MOJ App should be addressed to MTPL directly, to the exclusion of the Show Management. The Company shall not be responsible for the Participant not being able to access the MOJ App and/or the Participant not being able to appear to Wild Card Entry Round in such situations.

The Terms and Conditions have been originally written in English and translated in Hindi. In case of any conflict in the interpretation of the clauses between the Hindi and English rules and regulations, the interpretation of the English rules and regulations shall prevail.