



TERMS AND CONDITIONS PLEASE READ THROUGH BEFORE ACCEPTING

GENERAL:

1. Viacom18 Media Private Limited (hereinafter referred to as “**Viacom18**”) is producing a television entertainment dance reality show “**Dance Deewane**” (“**Program**”) that will be broadcasted in India and /or abroad, as required by Viacom18. This is an application form (the “**Application**”) for audition for Program. This Program is based on the concept that requires people to showcase their dancing skills and talent pursuant to the process, criteria and rules determined by Viacom18 in its sole discretion. This Program will be produced by the third-party production house (“**Producer**”), for and on behalf of Viacom18 primarily for the purpose of telecast on Viacom18’s channel namely “**COLORS**” (“**Channel**”).
2. The Audition (*defined hereinafter*) is hosted and organized by IndiaCast Media Distribution Private Limited for selection of applicants for participation in the Program, which may be conducted online and/ or offline (i.e. on-ground), at the sole discretion of Viacom18 (“**Auditions**”). IndiaCast and Viacom18 are jointly referred to as “**Organizers**”.
3. The terms and conditions of the 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 Participant (as defined hereinafter) and Viacom18, that states the terms that govern the Participant’s participation in the Auditions through the Participation Mechanism stated hereinbelow. By clicking on the ‘Submit’ icon, the Participant agrees to have read and understood the terms and conditions, the Privacy Notice for Auditions and the privacy policy clearly and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein.
4. Viacom18 will have the sole discretion to discontinue and or cancel the Audition and or telecast of the Program at any point of time and the Participant shall not raise any claim due to such discontinuation or cancellation at any time whatsoever.
5. The Participant agrees and acknowledges that the terms and conditions, may be changed at any time by Organizers including but not limited to cancelling the Audition, subsequent rounds of Audition and/or the Program and/or introducing new rounds/levels at any stage, and/or changing the format of the Audition and/or the Program and the Participant agrees that the Participant will be bound by such altered / changed /new Rules at all times. The Participant shall be responsible to make himself /herself aware about the altered / modified Rules (as set out in section 14, below) / terms and conditions and shall continue to be bound by the same and Organizers decisions shall be final in matters concerning the same.
6. If for any reason the Audition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical failure in transmission, on the Colors Website and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Audition, Viacom18 reserves the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the entry /Audition process, and/or to cancel, modify or terminate the Audition and/or any part thereof. Further, the Organizers reserve the right to take legal action against such Participant who has committed a breach under the Information Technology Act, 2000 including all its amendments thereof and/or any other laws as may be applicable from time to time and Organizers shall be entitled to such remedies in law as applicable.
7. **Eligibility Criteria:**
 - 7.1 This Audition is open for all individuals who are minimum eighteen (18) years of age at the time of registering for this Audition, are physically fit and have the necessary dancing skills and talent (“**Participant**”); and
 - 7.2 The participation of the Participant in the Audition shall only be considered if the Application is duly filled in with correct and complete details, and such details are in no way misleading or incorrect; and
 - 7.3 All terms and conditions must be properly accepted by the Participant, and the Participant will render and submit specific consents as per the prescribed submission mechanism/ guidelines on the Participation Mechanism (*defined below*); and
 - 7.4 The Participant hereby agrees, undertakes and acknowledges that there is no documentation/ undertaking signed/ confirmed by them in the past which contradicts or is in conflict with your ability to participate in the Audition/Program; and
 - 7.5 The Organizers may at any time and as per their sole discretion, impose age limit / restriction of the Participants who would be eligible to participate in the Audition, subsequent rounds of Audition and the Program (if selected thereafter).
8. **Participation**
 - 8.1 The Participant can participate in the Auditions by visiting the website: www.colorstv.com/dancedeewane and filling in the online form submitting their: (i) Name, (ii) Country of Residence, (iii) Mobile Number, (iv) E-mail Address and (v) upload the Audition Video (defined hereinafter) collectively the Information. The Participation through Colors Website will be referred to as “**Participation Mechanism**”.
 - 8.2 The Participant shall be bound by all the terms and conditions, the privacy policy [[Click here](#)] as stated herein and as uploaded on the colors website www.colorstv.com (“**Website**”) including without limitation any and all representations, warranties, undertakings, terms as laid down herein and/or communicated by the Organizers in relation to the Audition, subsequent rounds of audition and the Program. Our privacy policy may change from time to time and you will be made aware of this by the last updated date that is displayed at the bottom of this document. It is your responsibility to ensure you stay informed and up to date with our policy, so we recommend you visit this page on a regular basis.



- 8.3 By participating in the Audition in accordance with the requirements and criteria as laid down for the Auditions herein, the Participant confirms that he/she has read and understood all the terms and conditions, including the privacy policy for participation in the Auditions and hereby agrees to abide by the same.
- 8.4 The Participant completely understands the nature of the Program and has voluntarily chosen to participate in the Audition. The Participant is willing to bear all risk, costs and consequences arising from such participation.
- 8.5 The Participant shall accept/ sign and submit all such necessary documents, release letters, declaration letters, no objection letters, certificates, agreements, as required by Organizers and their authorized representatives from time to time, in relation to the Audition and/or for participating in the Program (if selected) and/or otherwise, either with Organizers directly or any other party, as Organizers may require at any time.
- 8.6 The registration does not guarantee the selection of the Participant's Audition Video (*defined hereinafter*) to be displayed and/or exhibited in the Program and /or on the Website and/or otherwise and such selection including the selection criteria /process shall be as per the sole discretion of the Organizers at all times. The Participant shall not and waives any right to question the selection/evaluation process, non-selection of the application / entry and/or the selection of any other participant.
9. **Audition Period:**
- 9.1 The Audition Period shall commence from May 19, 2020 at 12:00 am IST and shall tentatively conclude on 30 June 2020 at 11:59 pm IST or such other date as may be decided and updated by Organizers and/or modified at the sole discretion of Organizers and the same shall be updated on the Website.
- 9.2 It shall be the responsibility of the Participants to keep themselves updated with respect to any change/modification in the terms and conditions, including the privacy policy and/or as informed by Organizers and any such modification shall apply to all the Participants and the Participants shall be bound by the amended / modified terms and conditions. The Audition Period depending on the Participation Mechanism shall be construed accordingly.
10. **Requirements of the Audition Video:**
- 10.1 The Audition Video should contain a dance video as performed and recorded by the Participant.
- 10.2 The Participants shall be solely responsible and liable at his / her sole costs for the song/music as used and synchronized by the Participant in its Audition Video.
- 10.3 The Participant shall ensure that the maximum duration of the Audition Video shall be 5 (five) minutes and any Audition Video exceeding the aforesaid criteria shall be rejected.
- 10.4 The maximum permitted size of the Audition Video can be 50 MB.
- 10.5 The Audition Video file can be uploaded by the Participant in only the mp4 format.
- 10.6 The Participant may upload and/or submit his/her Audition Video through any of the Participation Mechanisms, multiple number of times before the Closing hours of the Audition Period. Audition Videos must be uploaded via the Participation Mechanism, Audition Videos uploaded through any third party applications will not be considered as valid submissions.
- 10.7 Organizers at their sole discretion may either select the Audition Video as submitted on the Participation Mechanisms by the same Participant as an entry for the purpose of Audition and subsequent selection.
11. **Details Required at Various Stages:**
- 11.1 Participant information to be submitted by the Participant through the Participation Mechanism shall be limited to such Participant's (a) Name, (b) country of residence, (c) e-mail address and (d) mobile number in order to meet the legal requirements, assess the eligibility and contact the shortlisted Participants in connection with the Audition.
- 11.2 In the event the Participant after the Audition is considered eligible for shortlisting, the shortlisted Participant shall be required to provide additional details / documents including photographs, valid documentary evidence of residence and age, medical fitness, local law compliance (if any) documentation, social media handles and background details like hometown or 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 the Organizer from time to time. Such details shall be referred to as "**Information**".
- 11.3 The Organizer shall have the sole and unfettered right / authority (at its discretion) to disqualify any Participant from Audition and/or participation in the Program (at any point) if the Participant fails to comply with any of the terms and conditions stated herein.
- 11.4 The Participant hereby consents and permits Organizers, their affiliates and vendors (including agencies for website management and event management) to collect, store, use the Participant Details Information only as may be necessary for the purpose of the Programme, Audition Event and any other lawful purposes connected thereto for a period of 3 months from the first telecast of the last telecast of the Program.
- 11.5 If shortlisted and selected, the Participant hereby consents and permits Organizers, their affiliates and vendors (including agencies for website management and event management) to collect, store, use the Information only as may be necessary for the purpose of the Programme, Audition and any other lawful purposes connected thereto for such duration as is agreed between the Participant and the Organisers under a separate agreement, as required by Organizers and their



authorized representatives from time to time, in relation to the Audition and/or for participating in the Program (if shortlisted and selected) and/or otherwise, either with Organizers directly or any other party, as Organizers may require at any time.

- 11.6 By entering this Audition you agree that any short-listed Audition Videos you submit may be used by the Organizers solely for marketing and promotional purposes of this Audition and/or the Program, these uses include; displaying the entries on the Audition website, promotion of the Auditions and the short-listed Participants, cropping and re-sizing the videos as necessary to fit pre-defined formats for the Program.
12. **Term:** The Application and all Rules (as defined hereinafter) 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 Organizers and hence, the Rules shall continue to apply to the Participant.
13. **Content:**
- 13.1 The Participant acknowledges and agrees that the Participant's participation and Audition shall be recorded at any stage including in the Program (if selected) and shall be telecast as a part of the Audition and/or Program and/or for promotion of the Program and/or on a stand-alone basis, at Organizers sole discretion, as required by Organizers ("**Recording**").
- 13.2 The Participant agrees that the Participant's presence, comments, remarks, views, opinions, bytes, etc. in relation to Participant's participation / Audition may / shall also be recorded and the same may be made a part of the Recording at Organizers sole discretion and the Participant shall not have any objection against the same.
- 13.3 The Participant hereby grants to the Channel and Organizers /its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the universe, the Recording and any other recording in relation to the Audition, subsequent rounds of auditions and the Program and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use the Participant's name including sobriquet, photographs, likeness, voice, audio –visual / videos, photographs, audition videos (as uploaded on the website and/or uploaded / shared through any other mode/ medium/ platform), audio visual recordings, Recording, audio / video clips, bytes, performance executed (including audio and video), musical recordings including (audio and video) etc. provided/submitted by the Participant to Organizers and/or recorded by Organizers during the Audition, subsequent rounds of Audition and Program including without limitation any content created / provided /uploaded on the website in relation to the auditions and the Program, remarks, comments, etc. ("**Content**") through all media including without limitation television, radio, print, mobile, internet and/or any other such media, technology in existence, whether now known or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as the Channel/Organizers, may deem fit.
- 13.4 Organizers shall not be obliged to exploit the Content /Recording (if made), into the final version of the Program. The Participant agrees that on submission/creation of the Content, all intellectual property rights including copyrights in the Content shall vest with Organizers/Viacom18 and shall be available to Organizers for exploitation throughout the world in perpetuity.
- 13.5 The Participant hereby agrees that Organizers shall have complete, unfettered and exclusive exploitation rights in and to the Content and have all the rights to exploit, edit, integrate other content with Content, distribute, exhibit, sell, transfer, license, sub-license, monetize the Content and exploit the Content 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 the Content 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.), any and 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 and formats 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.
- 13.6 The Participant does not and shall not have any right to receive or claim any remuneration / compensation, royalties, fees and/or any other amounts at any time whatsoever, towards the usage / exploitation of the Content by Organizers and /or any party authorized by Organizers and further the Participant hereby irrevocably grants and assigns to Organizers, free and clear of any and all claims, all of the rights and interests in such Content exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised including in commercial use.
14. **Rules:**
- 14.1 In the event of large number of registrations, chance to be auditioned may be strictly on submission of the application 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, privacy policy for this Audition as laid down herein and as determined from time to time by Organizers (the "**Rules**").
- 14.2 The Participant agrees and acknowledges that the Rules, may be changed at any time by Organizers including but not limited to cancelling the Audition, subsequent rounds of Audition and/or the Program and/or introducing new rounds/levels at any stage, and/or changing the format of the Audition and/or the Program and the Participant agrees that the Participant will be bound by such altered / changed /new Rules at all times. The Participant shall be responsible to make himself /herself aware about the altered / modified Rules / terms and conditions and shall continue to be bound by the same and Organizers decisions shall be final in matters concerning the same. Apart from the registrations, Organizers may at its discretion provide a chance for entry to the Audition for unregistered Participants also including but not limited to a foreign nationals provided all the terms and conditions are duly complied with. The Participant will not raise any

claim or dispute due to such change and nor shall Organizers be liable to bring the same to the Participant's notice or any person / party's notice or attention. The Participant agrees to maintain the decorum of the Audition venue and place of the shoot of the Program (if selected). Further the instructions of the Organizers shall be adhered to strictly. Any Applicant/Participant who acts in contravention to the instructions of Organizers or is identified creating nuisance either to Organizers or the other Participants shall immediately be disqualified from participating in the Audition and/or subsequent rounds of audition / Program (if selected). You agree that only the final shortlisted Participant will be contacted directly by Organizers / Organizer's authorized representatives for every subsequent round of Audition and selection in the Program and Organizers shall not entertain any correspondence by any Participant in this matter at any time whatsoever.

- 14.3 The Participant shall comply with all the applicable laws of India and /or any other applicable laws, rules and regulations in relation to his /her acts/participation/performance in the Audition, subsequent rounds of audition and/or the Program and shall solely be responsible for the same at all times.
- 14.4 Further, Organizers reserves the right to take legal action against such Participant /person /party who has committed a breach under the applicable laws and all its amendments thereof) and/or any other laws as may be applicable from time to time and Organizers shall be entitled to such remedies in law as applicable.
- 14.5 Participation on the Program is by merit only. Colors/ Organizers does not charge any cost/ audition fees for participation on the Show. Participants are cautioned against entertaining touts/ agents who solicit money and scam people in the name of the Show.
15. **Other Terms:**
- 15.1 The Participant hereby represents and confirms that the Participant is medically and physically fit and that the Participant does not have any medical/physical/emotional condition (including but not limited to any heart ailment, blood pressure, and/or psychological, anxiety, hypertension, depression, or is in any stage of pregnancy and/or has any other medical problems of any kind whatsoever, etc.). which can jeopardize the eligibility of such Participant, for participation in the Audition and/or Program (if selected). If at any point in time, it comes to Organizer's knowledge that the Participant has become medically / mentally/ physical unfit to continue with his /her participation in the Audition/Program, then Organizers reserve all rights to disqualify / eliminate such Participant from the next round of Audition / Program (if selected) and/or at any point in time, without any liability to the Participant. Organizers reserve 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 Audition, any subsequent audition process, and/or between any round/phase of the 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. Organizers reserve all rights to increase or decrease the number of rounds/levels of the Audition at any time at its sole discretion and the Participant 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.
- 15.2 The Participant agrees that he/ she has been duly informed and explained by Organizers that he/ she may be required to re-enter the Program as at any time during any stage of the Program, either as a participant or otherwise, at the sole discretion of Organizers, regardless of his/ her eviction/elimination from the Program at any round (for any reason whatsoever), and in the event, the Participant re-enters the Program, either as a participant and/or otherwise, all the terms and conditions of the Application Form shall apply *mutatis mutandis* during the entire Term. In such an event, the Participant hereby agrees to re-enter the Program without any delay, demur, objection or protest in any manner whatsoever, as the Participant fully understand and acknowledge that his/ her non-compliance/delay/default of the foregoing shall cause irreparable loss and damage to Organizers, including loss of goodwill and reputation, for which monetary damages would not suffice and Organizers shall be entitled to exercise all rights and remedies against the Participant under law and/ or equity.
- 15.3 Organizers shall not be held responsible in case of a server shut-down or loss of Participant's Audition Video / data.
- 15.4 The Participant 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.
- 15.5 Organizers shall not be responsible for any delay in receipt or non-receipt or incomplete receipt of the Audition Video / other details of the Participant. Organizers shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Audition Video/content. Further, Organizers 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 Organizers shall only be intimated as per the contact details provided on any of the Participation Mechanisms and/ or in any other manner as deemed fit by Organizers /representative of Organizers 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.
- 15.6 The Participant hereby represents that the Participant is not under any exclusive contracts with any other third party/ agency or not under any kind of disqualification under any law to enter into an agreement with Organizers (as may be required) as the case may be and/or to participate in the Audition, subsequent audition and/ or the Program (if selected).
- 15.7 The Participant represents and undertakes that the act/performance of the Participant in the Audition and/or the Program (if selected) shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence and/or against the public policy of Country of their residence and/or in violation of any of the applicable laws. The costumes should be suitable for participation in a television program and should be as per the prevalent cultural norms of the country where the participant resides and will have to be arranged by the Participants themselves, but be subject to approvals of the Organizers and their service providers. If the costume is not available for the Auditions, Organizers may permit you to perform at the Auditions in any regular attire. Organizers shall have the right to stop the performance of any act which in the reasonable opinion of the Organizers is obscene/vulgar/indecent or even for other reasons. All costumes / props for participation in the Event / Program shall be arranged by the Participants themselves, but be subject to approvals by the Organizers or their service providers
- 15.8 The Participant shall notify the Organizers, in advance, if the Participant intends to:

- a) perform physical and/ or dangerous dancing acts/ stunts, explaining the full nature of such acts/ stunts;
 - b) use any form of equipment required as part of the performance/ act. The Participant will be responsible for bringing such equipment (provided it is suitable for the audition location) and shall be responsible for ensuring that such equipment is safe and/or suitable for its purposes. It is clarified that pyrotechnics are not permitted in any of the acts. The Participant will not undertake any dangerous dance steps/ stunts or actions unless the same is under professional or expert supervision. Any mishap, injury, accident, physical harm of any nature, death etc., caused to the Participant before, during or after the audition, during the shoot or Recoding, while traveling to the audition location or return, will not be attributed to Organizers shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
- 15.9 The Participant shall ensure that all the necessary and proper permissions and consents from relevant authorities/statutory/government/non-government bodies, for using any animals in the act/s have been obtained and shall the Participant shall submit all such permissions and consents to Organisers prior to the Audition.
- 15.10 Organisers reserves the right to disqualify such Participant immediately from the Program if it is found that the Participant has supplied untruthful, inaccurate and/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.
- 15.11 The Participant agrees, warrants and undertakes that the Participant shall not appear or participate in auditions of any program /shows / serials and /or participate in any other shows, programs and/or serials and/or make any public performances during the telecast of the Audition and/or the Program without the prior written permission of Organisers, if the Participant is selected as a participant in the Program. The Participant agrees that in the event of breach of any if the terms /undertakings herein, Organisers shall be entitled to pursue such legal action against You as it may deem fit and necessary to mitigate any harm and loss which may be caused to it.
- 15.12 Any cost including any taxes and or/levies incurred towards the Audition, subsequent auditions, rehearsals venue, location of shoot of the Program, etc. including the travel, flight, hotel, accommodation, costumes, makeup, props, passport/VISA cost etc., other personal expenses and/or any other expenses of any nature, shall be borne solely by the Participant and no monies will be reimbursed to the Participant nor can any monies be claimed by the Participant from Organisers at any time whatsoever.
- 15.13 Apart from the prospective entitlement of the Audition Video of the selected Participant to be declared as winner and/or being selected to be played /telecasted during the Program and/or published on Webiste and/or otherwise, as per the sole creative discretion of Viacom18, subject to selection and written intimation by the Organizers to such selected Participant(s) (as decided by Organizers as per their sole discretion), the Participant/selected participant or his/her legal heirs will have no other rights or claims against Organizers /Producers and their respective affiliates/sponsors, etc. Further, Viacom18 has the sole, unfettered and absolute discretion to select the Participants for participation in the Audition and that Viacom18's decision in this regard is final and absolute.
- 15.14 The Participant acknowledges and warrants that if selected, the Participant will be required to travel to India and will take all necessary consents, approvals of his/her country and also understand that she/he will be subject to laws, regulations, directives or orders in India (including quarantine or mandatory physical examination by medical staff at airports and/or the local municipal directives upon arrival). The Participant shall assume and bear the risks of international travel (including but not limited to, travel within India), the hazards of traveling by bus, coach, tram, train, vehicle, water transport or other means in isolated or mountainous terrain, away from medical facilities and subject to the forces of nature) by which death, injury or illness to the Participant or damage or loss to property may occur. All permissions and consents to undertake such travel will be sole responsibility of the Participant. If the regulator or authority in India or the country of such Participant's domicile does not grant permission to travel, the Organizers will not be held liable in any manner.
- 15.15 The Participant (and his/her heirs assigns, executors and/or administrators) fully and finally release the Organizers its agents and contractors from any and/or all responsibility or liability for any loss of or damage to any of property, or any injury or disease or death to the Participant arising in any manner whatsoever (including by way of negligence of any other person or entity) out of Program. The Participant shall exercise their best judgement while travelling and in course of their stay in India.
- 15.16 The Participant acknowledges and accepts the risk stated above and confirms that they have not relied upon any verbal, written or visual representations or statements made by the Organizers its employees, agents and contractors, the Participant acknowledges and accepts the risk stated above and gives the release of their own free will and confirms that they have not relied upon any verbal, written or visual representations or statements made by the Organizers its employees, agents and contractors.
- 15.17 In the event the Participant fails to travel to India or is not cleared to exit the airport, then Organizers shall have the right to reject the Participant from participation from further rounds of audition and/or Program (as the case may be) and no compensation would be provided to the Participant by the Organizers.
- 15.18 The Participant shall not, without Organizers 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 this Application, the Audition, the Program, Participant's participation/appearance, the production team and/or any other participants in the Program or any other information which may come to the Participant's (including without limitation in relation to Organizers or any of its employees, consultants or vendors), etc., and the Participant shall ensure that the Participant shall maintain strict confidentiality in this matter at all times and in event of failure to comply with the confidentiality obligations, Organizers may/shall, at its option take legal action against the Participant as it may deem fit.
- 15.19 The Participant hereby represents and warrants that the Participant has 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, and/or served against the Participant of whatsoever nature, and that there is no other disability which would prevent the Participant's participation in the Audition, subsequent rounds of audition or the Program (if selected).

- 15.20 The Participant hereby agrees and acknowledges that Organizers shall neither be responsible or liable for any loss, Baggage damage, injury, mental/psychological problem /issues like anxiety, depression, stress, mishap, injury, accident, physical harm of any nature, death, disease, etc., caused to the Participant during and/or after the Audition, subsequent rounds of audition and/or the Program, during shoot or recording, rehearsals, while traveling to the Audition location or return, during the participation in the 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.
- 15.21 The Participant hereby agrees and undertakes that, if selected in the Audition for participation in the Program or for further rounds/levels of the audition in lieu of the prospective entitlement to be part of the Program (subject to selection and written intimation by Organizers to such selected Participant, as decided by Organizers as per its sole discretion), the Participant will accept/ sign the long form talent management agreement along with the participant agreement with Organizers upon terms to be detailed under the said agreement and in the event the Participant fails/refuses to accept/ sign the said agreements, then Organizers shall have the right to reject the Participant from participation from further rounds of audition and/or Program (as the case may be).
- 15.22 The Participant shall ensure that the Participant's acts /performance in the 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, the Participant understands and agrees that the Participant shall be disqualified from the Audition and/or the Program immediately, without any prior notice of the same to. The Participant shall solely be liable for any and all action (criminal/civil) arising therefrom and shall also be liable to indemnify Organizers, its affiliates/group companies/employees, the Producer, agents, representatives, etc., for any loss, claim, dispute, disruption, demands, actions, liability, damage caused to Organizers and / or Organizer's representatives /agents. The Participant specifically agrees 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 Organizers, its affiliates/Producer and/or their directors, employees, officers, or subsidiaries to claim any damages or relief of any nature in any manner in connection with the Audition/Program. However, in the event the Participant is found to be causing any disturbance or disruption before, during or after the Audition then Organizers shall have the right to immediately remove, disqualify or ask the Participant to leave the location, failing which Organizers and/or Producer's representative shall forcefully remove the Participant. Any claim/damage for the same will neither be entertained nor compensated by Organizers.
- 15.23 Organizers shall not be liable for any loss of earnings, loss of opportunity, employment and/or otherwise caused to the Participant and/or any other person, even if such loss arises as a result of the Participant's participation in the Audition, subsequent rounds of audition or the Program (if selected).
- 15.24 The Participant hereby agrees and undertakes that the Participant 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 his/her selection or participation in the Audition, subsequent rounds of audition and/or the Program. It is hereby clarified and stated that Organizers does not charge any money/participation fee for the Audition/participation in the Program hence, the Participant is requested not to entertain any calls or agents in this regard.
- 15.25 Employees and/or their relatives of Organizers consultants of Organizers, and/or persons hired on contract by the Organizers, 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.
- 15.26 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 Organizers and messages relating to the Program from Organizers or any third party so authorized by Organizers.
- 15.27 Apart from the prospective entitlement to be part of the talent hunt Dance Deewane subject to selection and written intimation by Organizers to such selected Participant(s) (as decided by Organizers as per its sole discretion), the Participant /selected Participant will have no other rights or claims against Organizers/ Producer /affiliates/sponsors, etc. nor have any right to receive or claim any remuneration/compensation, fees at any time whatsoever, towards the usage /exploitation of the Recording/Content by Organizers. The Participant understands and agrees that, shortlisting of Participants in the Audition is only a preliminary step towards participation in the Program and it shall be the absolute and sole discretion of Organizers to allow participation based on creative requirements and the Participant acknowledges this right of Organizers without any dispute or claim. The Participant hereby understands and agrees that mere announcement/declaration communication of being called for Audition, subsequent round of audition (in any form / manner / or through any medium) Program, will not entitle the Participant to be selected for the Program and shall in no way be deemed to be the Participant's final selection as a contestant of the Program or entitle the Participant to any benefit/demand of any nature. Further, Organizers has the sole, unfettered and absolute discretion to select for participation in the Program and that Organizers decision in this regard is final and absolute. The selection criteria indicated herein is indicative and Organizers retains absolute right and discretion to decide on the matter 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 Organizers, the Participant's participation in the Audition and/or the Program shall be considered. Even after final selection for the Program, Organizers shall have the absolute right to replace any of the Participants as per Organizer's sole discretion and creative requirement. The Participant understands and expressly agrees that the Participant's selection in the 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 Audition and the Program shall be solely as per the criteria and process as determined by Organizers and no correspondence / communication by You / any person / any third party shall be entertained by Organizers in any manner and at any time whatsoever.
- 15.28 The Participant, expressly agrees to indemnify and agree to keep harmless Organizers, the Producer, their affiliates, employees, officers, directors, agents, contractors, representatives, or any other person, directly or indirectly connected to the Audition / 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 the Participant any failure on the Participant's part to abide by the Rules, any breach of the terms and conditions hereof including terms and conditions of any agreement entered into with Organizers 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 and/or in the Program, any violation of any applicable laws by the Participant and/or any such claims, losses, damages and liabilities arising out of the Participant's participation in the Audition and/or the Program and/or in relation to the Audition / Program. In the event of any claim, the Participant will promptly adjust, settle, defend or otherwise dispose of such claim at his/her sole cost. If the Participant is not diligently and continuously pursuing this matter, Organizers may take such action on behalf of itself and/ or as attorney on behalf of



such Participant, to adjust, settle, defend or otherwise dispose of such claim, in which case such Participant shall, reimburse Organizers for any costs and penalties incurred thereof or such other indemnity in the amount thereof.

- 15.29 The Participant hereby agrees and confirms that even if the Participant is selected for the Audition and/or the Program, the Participant etc., shall have no right whatsoever to claim any benefit/ demand/ consideration/ monies from Organizers and/or Producer, in addition and/or in exchange of the selection. The Participant further agrees and confirms, that in case the Participant is selected as a participant / contestant in the Program, then the Participant, shall enter into a separate long form talent management agreement /any other written agreement with Organizers and that the Participant shall be bound by the terms & conditions of that agreement in addition to these Rules, terms and conditions as stated herein. In event, the Participant refuses to enter into the aforesaid long form talent management agreement /any other written agreement with Organizers, then Organizers shall at its sole discretion may reject such Participant's participation in the Program at any point of time, without any liability. In case the Participant is selected as a participant / contestant in the Program, then the Participant represent and undertake that the Participant shall ensure that the Participant is exclusively available for the entire Term of the Program, shoot of the Program including any additional days required for promotion / marketing activity and/or any other period as required by Organizers without any additional compensation for the same. The Participant represent and undertake that the Participant shall participate in the Program on an exclusive basis and shall continue to be exclusive to Organizers (i.e. not participate/ enter into any agreement/arrangement with any other party, other than Organizers, for any participation or services) until expiry of the Term i.e. till telecast of the last episode of the Program.
- 15.30 The grant of rights, representations, warranties, indemnities given by the Participant, 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.
- 15.31 The Participant hereby agrees and confirms that any and all decisions of Organizers in connection with selection, disqualification, participation, for/in the Audition, subsequent rounds of audition and/or the Program (if selected) is final and binding and is non-contestable. The Participant shall neither question the process /eligibility criteria nor dispute the same in any manner at any time whatsoever.
- 15.32 In case of any dispute or difference in respect of above, decision of Organizers shall be final and binding on all parties/persons.
- 15.33 The Participant categorically agrees that subject to limitation of liability, in the event any damage or imminent damage to the Participant (if any) is estimable, then damages shall be adequate relief in law. Accordingly, the Participant also agrees that it shall not be entitled to any (temporary or perpetual) injunctive relief (including preventive injunction) against the Organizers, even in the event of any breach (actual or threatened) by the either of the Organizers.
- 15.34 To the extent permitted by law, the Organizers shall not be liable to the Participant in contract, tort or otherwise, whatever the cause thereof, for any loss of use, data, profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with the Event / Program. Further, Organizers' cumulative liability shall not exceed any damage actually suffered by any Participant proven and quantified by the competent court or USD 500 whichever is lesser.
- 15.35 If any dispute arises between the Parties hereto during the subsistence of this Application or thereafter, in connection with the validity, interpretation, implementation or alleged breach or material breach of any provision of this agreement or regarding a question, including the questions as to whether the termination of this agreement by one party hereto has been legitimate (each a "Dispute") either party to the Dispute may give ten (10) days' notice of invocation of the arbitration provisions contained herein ("Arbitration Notice"), to the other party in writing. The arbitral proceeding shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and the parties to this agreement hereby agree to resolve their Dispute(s) by an arbitral tribunal consisting of a single arbitrator. In the event the parties are unable to mutually agree upon a single arbitrator within 7 days from the Arbitration Notice, either party may approach the competent Court who shall appoint such single arbitrator. The venue of the arbitration shall be Mumbai (India). The proceedings of arbitration shall be in English language. The costs of arbitration proceedings shall be borne equally by the parties during the arbitral proceedings. However, the Court or the arbitral tribunal (as the case may be) shall have the discretion to determine as part of the award or the final order terminating the arbitral proceedings as to which party will pay the costs of arbitration and the proportion of such costs to be paid by such party. The parties hereto shall submit to the arbitrator's award and the same shall be binding on the parties. Subject to the arbitration agreement as above, the courts in Mumbai shall have exclusive jurisdiction.

I HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION I HAVE PROVIDED / SUBMITTED HEREIN IS TRUE AND CORRECT AND I FURTHER AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS, THE PRIVACY NOTICE FOR AUDITIONS, THE PRIVACY POLICY FOR MY APPLICATION/PARTICIPATION AND I 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 SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY ORGANIZER, 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.