

7UP Upstarters Programme

1. This Programme is called the “7UP Upstarters” (the ‘**Programme**’).
2. This Programme is brought to you by PepsiCo India Holdings Private Limited (“**PepsiCo**”) , Groupm ESP, Vision Times and Sun TV Network Ltd as the telecast Partner (hereinafter after collectively referred to as the ‘**Organizers**’)
3. The Programme is open to all Indian citizens of 18 years of age or above residing in India except the employees and family members of PepsiCo, its associate companies, its bottlers, its JV Partners, its co-packers, its distributors, its Agents, its advertising and promotional agencies and its Auditors and their associate companies.
4. The Programme is valid only in the States of Karnataka and Tamil Nadu.

Modes of Participation:

The Programme will have 2 modes of participation through the following modes:

I. Registration at the audition venues provided/intimated by the Organizer:

5. Through this mode of participation, the Organizer will select 46 Participants each from Karnataka and Tamil Nadu. As such, from this Mode, the Organizer shall select 92 Participants from both Karnataka and Tamil Nadu.
6. The cities of audition in Karnataka are: Mysore, Mangalore, Raichur, Belgaum, Kolar & Bangalore.
7. The cities of audition in Tamil Nadu are: Vellore, Trichy, Madurai, Salem, Coimbatore & Chennai.
8. The duration for registration of participation in the Programme is from March 28, 2015 to April 26, 2015, at various locations indicated by the Organizers. It is clarified that a particular registration venue will be open for registration for 1 day (during normal business hours, i.e. from 10am to 6pm).
9. At the audition centres, the Contestant will have to go through a round of initial screening and shortlisted contestants will be allowed to audition further before a panel of judges.
10. The details of the registration venues will be communicated by the Organizers through its website that is www.7UP.in/upstarters or through other mass-media mediums like advertisements on local radio stations.

II. Wild Card Entry through various Digital Platforms:

11. In all 6 (six) Participants (3 [three] from Karnataka and 3 [three] from Tamil Nadu) could be shortlisted as Wild Card Entries, who will get a chance to compete in the advance stages of the Programme.
12. These Wild Card Entrants will be shortlisted by the Organizers through the Judging Parameters of the Programme.
13. These Wild Card Entrants will be required to submit their 60 seconds video on the Facebook page of the Organizer namely, 7UP India, recording his/her Act in the field of acting, dancing, singing, in strict accordance with these terms and conditions, else the same will be liable to be rejected without any further communication from the Organizer. The records maintained with the organizer would be considered final in this regard.
14. Participants will be required to submit his/her individual entries (through this Mode II) only between April 6, 2015 to April 19, 2015. It is clarified that any entry submitted after 11:59 pm, will not be considered for the Programme and shall be rejected without any communication.
15. **Gratification:** This program provides a platform to individuals to participate in a talent hunt organized by PepsiCo. Participation will give individuals of the winning Team (7 each from Karnataka and Tamil Nadu) a chance to win cash prizes for a total consolidated amount of Rs. 1 Lakh per individual member (thus totalling to Rs.14 lacs being the consolidated prize money being offered under the programme) and also a chance to have their performances telecast on a leading TV channel in the States of Tamil Nadu and Karnataka.

Definitions:

For the purposes of interpreting the contents of the Programme, the following terms shall mean as under:

- a) **"Cities"** shall mean and include the 12 Cities mentioned in these Terms and conditions .
- b) **"Competition"** The competition comprised within the Programme includes without limitation the Round 1 auditions, Round 2 auditions and each round leading up to and including the selection of the final audition round.
- c) **"Contestant"** An individual above 18 years of age and citizens of India who enter the Competition.
- d) **"QC (Quality Check)/Judges"** Qualified, experienced and unbiased individuals from the field of talent or any other such persons as organizer may nominate from time to time.
- e) **"Judging Parameters"** shall mean **Facial Expressions, Technique** (Flexibility/Energy) and **Choreography** (Creativity/Difficulty), Spontaneity, Humour wherever applicable.

- f) **Auditions:** The first level auditions taking place in 12 cities, as mentioned in these Terms and Conditions. Please refer to Schedule for Round 1 Registration & Auditions (page no.4). This will be an individual round.
- g) **“Act”** shall mean songs /dance/ acting performance by the participants.
- h) **“The Finalist(s)”** The Contestant Teams selected to participate in the Final round to be held in Chennai or similar location as decided by the Organizer.
- i) **“The Winner”:** A team comprising of 7 individuals who wins the Final round.
- j) **“Registration Venues”** shall mean a venue or venues identified by the Organizers in a particular city.
- k) **‘Website’** shall mean ‘www.7up.in/upstarters’

16. Terms and conditions for Contest

- a. All the Participants will be required to fill the registration forms either at the registration venues in the cities mentioned below for Registration at the venues; or by submitting their respective individual entries at the Facebook page of the Organizer namely, 7UP India and filling the Registration form only after they are selected as a Wild Card Entry.
- b. The contestant will have to register with proper identity proof of residence of that particular city (or cluster city of Auditions). It is clarified that the Participants submitting their entries through the Wild Card Mode, will be required to present their respective identity proofs any time after their selection for the advanced stages of the Programme.
- c. Contestant shall not have any criminal records / should not be of unsound mind.
- d. The Contestant should not be a part of Modelling / Film / TV or Advertising fraternity.
- e. The Contestant will have to bear the cost of travel/stay to the Audition venue across any city planned by the Organizers.
- f. An individual can register from more than one registration venue or submit more than one entry through the Wild Card Mode. However, the fact that the contestant has already participated once will have to be disclosed by the Contestant at the time of registration.
- g. The contestant will have to sign the Terms and Conditions of the contest to become a worthy candidate.
- h. The preliminary Audition/Video Submission will be an individual round.
- i. The preliminary Audition will be conducted for 1 day only.

- j. At any given point of time the contestant shall not talk /interact with the directors or any of the officials of the Organizing committee. If they do so then their participation will be summarily rejected irrespective of the level they may have reached.
- k. Contestant ant any point of time shall not be under the influence of Alcohol or any other form of intoxication or carry weapons or any other item or article that has the potential of causing harm to any other person during the period of the Auditions and other rounds if they advance to such levels. In case anyone is found guilty the organizing committee will summarily reject their participation in the event irrespective of the level they may have reached.
- l. The contestants shall not wear any costumes with the purpose of promoting any Brand name or Brand Logo.
- m. On advancement to the next level from the auditions the contestants will have to sign and execute a Talent Management Agreement / Merchandising Agreement and Performing Agreement with the Organizers.

The Participant undertakes and assures the Organizer, that his/her participation in the Programme shall and will not in any manner violate any third party rights including but not limited to intellectual property rights of a third party and shall at all times keep the Organizer indemnified from all claims.

- n. Participation is optional and no purchase is required for participation.

Audition Schedule - 5 weeks		
	TAMIL NADU	KARNATAKA
28-Mar, 2015	Trichy	Mangalore
04-Apr, 2015	Madurai	
05-Apr, 2015		Belgaum
10-Apr, 2015		Mysore
11-Apr, 2015	Salem	
12-Apr, 2015		Kolar
13-Apr, 2015	Vellore	
18-Apr, 2015	Coimbatore	
19-Apr, 2015		Raichur
25-Apr, 2015	Chennai	
26-Apr, 2015		Bangalore

* Tentative schedule; may vary based on the venue availability & logistics

6. RULES AND PROCEDURES GOVERNING THE COMPETITION

Mode 1: Auditions

- 1.1. The Contestant will be invited to perform their Act for 60 seconds (1 minute) either sing or dance or act as per their preference and preparation.
- 1.2. At the audition centres, the Contestant will go through a round of initial screening and shortlisted Contestants will audition in front of the Judging panel.
- 1.3. Basis the Judging Parameters, the QC will select 92 individuals – 46 each from TN and Karnataka.

Mode 2: Wild Card Entries

- 1.4. The Contestant will be required to submit 60 seconds (1 minute) video at the Facebook page of Organizer recording their Act i.e. either sing or dance or act as per their preference and preparation.
- 1.5. Basis the Judging Parameters, the QC will select 6 individual entries – 3 each from TN and Karnataka.
- 1.6. It is clarified that the Contestants and their entries for the Wild Card Entry shall always be bound by these terms and conditions as well as the terms and conditions imposed by Facebook.

Post Selection:

- 1.7. All 98 individuals selected will be divided into 14 Teams of 7 members each (7 Teams in TN and Karnataka respectively) and will be taken to Next Level – Set Based Rounds in Chennai or any other place as decided by the organizer. The decision of the Organizer regarding team selection shall be final. No participant will have the right to challenge the selection nor be a part of some specific team. No details about the process used to select teams would be shared with the participant or anyone else acting on behalf of the participant.
- 1.8. Each team will have to select a Team Captain for their respective Teams. In case the Teams are unable to decide on a Captain, the Judges/Organizers/ Agency will choose the Team Captain and it will not open for a Team to challenge the decision. He/she will be the sole point of contact vis a vis the team. The captain would only be in the capacity of a titular head for the smooth operation of the teams, he/she will have no additional rights or powers over the other team members. He or she will have no powers to require other members to perform in any particular way.
- 1.9. Once these 14 Teams are selected, the Organizers will relocate these Teams at a location, where these Teams will be required to perform tasks / activities provided by the Organizers, for the Next level i.e. the Set Based Round.

2. Set Based Round:

- 2.1. The decision of the Organizer will be final and no communication in this regard will be entertained. It is clarified that should any Participant not be happy with the Team allocation, the Organizer reserves the right to disqualify the said Participant.
- 2.2. In these advanced levels, the Teams will be required to perform tasks and acts basis a particular theme which will be provided to them by the Organizers. Basis the performance of each Team in these levels, the judges will assign a score to each team. At the end of each of these levels, the judges will eliminate the team with the lowest score from proceeding in the programme. It is clarified that the Organizers at their sole discretion will decide the number of teams which will be eliminated in such semi-finals and the final rounds.
- 2.3. Advancement of the Participant as Team to the next level (Semi Finals / Finals) will be based on the Judging Parameters.
- 2.4. Post all eliminations in the finals, one Team each from Karnataka & Tamil Nadu (with seven members) will be judged as the Winner of the 7UP Upstarters 2015, on basis of the scores that particular team has received in the respective final round.
- 2.5. The Set based rounds will take place at the location(s) and date(s) identified by the Organizers. Any Participating Team/Member if unable to travel to the said location(s) / date(s) will be at risk of being disqualified and no requests for rescheduling the Set Based will be entertained by the Organizers.
- 2.6. The winning teams would be entitled to the final prize of 14 lacs, 7 lacs each for the winning team of Karnataka & Tamil Nadu, with each member getting Rs.1 lac, subject to the applicable taxes.

3. **General Rules of the Competition**

3.1. List of unacceptable things –

It is clarified that while performing in this Programme, the Participants shall not:

1. Perform any act having any objectionable religious ritual depiction or imagery;
2. Perform any act hurting the sentiments of any community, sect or race of people;
3. Perform any stunts which are dangerous in nature without taking proper care and precaution and necessary safety. It is clarified that the Participant will be solely responsible for these stunts and will also execute an indemnity in favour of the Organizer;

4. Perform any act which is vulgar, obscene, offensive or abusive in nature including but not limited to any derogatory or offensive remarks or acts about women.

In case any Participant or Team engages in any routine that falls within the above category/ies or breaches standards of decency or public behaviour in the opinion of majority of the judges/QC, judging a particular round, the individual / team would be disqualified with immediate effect and would take no further part in the competition

- 3.2. The Organizer reserves the right to change the structure of the Competition as it deems fit including without limitation by adding auditions/rounds to the Competition or requesting additional performances from the Contestants and/or changing the anticipated recording schedule.
- 3.3. It is a condition of entry and participation in the Competition that Contestant make themselves available to participate in the Competition, agree and abide by terms and conditions of such Registration Form and the rules, regulations, terms and conditions as devised from time to time by the Organizer/Organizers including but not by way of limitation the Competition Rules. As part of Contestants contribution to the Programme, the Organizer may request Contestants to participate in any online/interactive activity relating to the Programme.
- 3.4. The Organizer reserves the right to request winners to provide proof of identity and Indian residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Organizer.
- 3.5. No change in the Captain of the Contestant Team can be made at any point of time after selection without the approval of the Organizer. The Contestant Teams cannot replace or add a new member at any point of time after the selection by the Organizers. In the event that due to any unforeseen circumstances a member of the Team is not able to participate, the Organizer shall be at the liberty to decide whether such Team can participate in the Round 2 auditions, Semi-finals and Grand Finale as the case may be. The decision of the Organizer shall be final and binding in this regard.
- 3.6. The Contestants must not at any stage of the Competition discuss with or take advice from any or all of the Judges on any matters relating to their participation in the Programme including, without limitation, their performance, appearance or choice of song.
- 3.7. The Organizer's and Judges' decision is final and the Contestants acknowledge that the interests of the Programme shall override those of any Contestant. All Auditions will be subject to such timing stipulations and requirements as may be determined by the Organizer and the Organizer makes no representations, warranties nor provides any undertaking to any of the Contestant Teams that any or all of the Contestant Teams will be able to perform or audition (whether before the Judges or otherwise) at the time and/or place in accordance with the invitation set out as above. The Organizer shall not be liable or responsible for any damages, losses, costs, expenses or otherwise suffered by any of the contestant Teams in the event that the Organizer is not able to permit the Contestants to perform or audition in accordance with any of the foregoing provisions.

- 3.8.** The Organizer reserves the right to disqualify any Contestant or a Contestant Team from the Competition or auditioning process in its sole discretion, should the Contestant at any stage supply untruthful, inaccurate or misleading personal details and/or information.
- 3.9.** Auditions may be suspended /cancelled due to safety, security concerns, rain and other force majeure conditions. All cancelled Auditions shall not be held again and the Contestant Teams shall not have any claim against Organizers for the same. Organizers shall not be responsible for any such eventuality and the Contestant Teams undertake not to claim any compensation from Organizer for the same.
- 3.10.** The Organizer will have no liability to a Contestant Team who is unable to attend or take part in the Competition for whatever reason and the Organizer shall be entitled to disqualify such Team.
- 3.11.** The Organizer reserves the right to amend the Competition Rules or terminate the Competition at any time without any liability to any Contestant. The Organizer further reserves the right to replace at its discretion any Contestant who for any reason fails or is disqualified from or is unable to participate in the Programme and / or Competition with another replacement Contestant, notwithstanding that such replacement Contestant may have been previously eliminated from the Competition and each Contestant shall agree to participate in the Programme and/or Competition as and when required by the Organizer to do so.
- 3.12.** There is no obligation on the part of the Organizer to record or broadcast any Programme in which a Contestant Team has appeared or any part of his/her contribution to a Programme except what is stated in these T&C's.
- 3.13.** The Contestant Team must at all times behave appropriately when taking part in the Competition and observe the Competition Rules and any other rules or regulations in force at the studios and/or locations. The Organizer reserves the right in its absolute discretion to remove from the Competition, studio premises or location any Contestant who breaks such rules and / or fails to behave appropriately and to disqualify such Contestant.
- 3.14.** In the event of any dispute concerning the operation of any element of the Competition or these Competition Rules, the decision of the Organizer will be final.
- 3.15.** All the performances submitted and recorded during the Programme shall become the sole and exclusive property of the Organizer and the Participants agree to execute all necessary documents grant all perpetual and royalty-free rights of the same in favour of the Organizer.
- 3.16.** The Winning Team(s) will have to bear incidental costs, if any, as well as applicable taxes (including but not limited to Gift Tax) that may arise for redemption of the prize.
- 3.17.** The Contestant shall undertake, warrant and guarantee to the Organizer that the Contestant has the full legal capacity to participate in the Competition in accordance with these Competition Rules.

- 3.18.** None of the Contestant shall, without the prior written approval of the Organizer, speak to the press or any other media nor give any interviews or comments relating to the Competition. The Contestant shall not disclose any information whatsoever relating to the Organizer to any other party.
- 3.19.** The selection and number of Judges, and the manner in which the Competition is judged, at each stage of the Competition shall be at the Organizer's sole and absolute discretion and the Judges' and/or Organizer's decision at all stages of the Competition is final. No enquiries, appeals, verbal or written, shall be entertained. The Contestants shall accept and abide by any and all decisions made by the Organizer and/or the Judges concerning, without limitation, the rules of the participation, these Competition Rules and any and all other rules, procedures and regulations of the Competition, each and every stage of the Competition and any other matters relating to the Competition including the production thereof.
- 3.20.** The entire Competition is being conducted under the supervision of independent Auditors.
- 3.21.** The Organizer, the Judges, the advertising agencies and any person or entity connected with the production (including the broadcasters of the Programme), administration or judging of the auditions, the Competition or the Programme (the "Relevant Parties") shall be under no liability whatsoever to the Contestants, in respect of any loss, damage suffered by the Contestants arising from or pursuant to the Competition or for any and all loss, damage, cost, expense or injury to life or property sustained by the Contestants or Contributors at any stage of the Competition and during production thereof whether or not caused by (1) the administration (including scheduling) of the Competition including any failure of transportation or inability for any reason to appear before the judging panels; (2) the Contestant's or any third party's participation in the auditioning process, or being selected or disqualified; (3) as a result of the decisions of the Judges, Organizers; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by any of the Judges and/or Organizers; 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 other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Competition. 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 Contestants; or circumstances beyond the Relevant Parties including the Organizer's reasonable control.
- 3.22.** These Competition Rules and the Competition shall be governed by and construed in accordance with the laws of India and the Contestants submit irrevocably to the jurisdiction of the Courts in Gurgaon.
- 3.23.** At the Organizer's request, winners must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Organizer using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in promotional material or in any media for an unlimited period without remuneration for the purpose of promoting

this Programme (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Organizer.

- 3.24.** If any provision of these Competition Rules is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Competition Rules and the remainder of the affected provisions shall continue to be valid.
- 3.25.** No weapons, alcohol or illicit substances will be permitted at any premises or during any part of the Competition.
- 3.26.** The travel, Stay and food shall be provided from the Round-2 onwards (tentatively in Chennai) only for the selected 98 Contestants (i.e 7 teams from TN and 7 Teams from Karnataka judged as winners). And in any case if the winning contestants bring their parents or relatives then they will have to take their TBL by themselves.
- 3.27.** Telecast of the Semi-finals and Finals to take place within 90 days from the completion of the activity and the organizers will inform the participants about the telecast details
- 3.28.** The Organizers accepts no responsibility for any tax implications, insurance charges and / or any further cost implications that may applicable for the redemption of the Prize. Winners will have to bear incidental costs, if any, that may arise for redemption of the Prize and/or Prizes (collectively or individually). All taxes/levies and charges on prizes will be the responsibility of the winner(s). Taxes as applicable will be deducted at the source for all prizes.

Contestants shall comply with these terms and conditions and waives any right to claim ambiguity in these terms and conditions and release, indemnify and hold harmless Organizer and its respective affiliates, advertising and promotion agencies, and its respective agents, auditors, representatives, officers, directors and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from this Programme.