

TERMS AND CONDITIONS

“INDIA’S RAW STAR”

The following terms and conditions (“**Terms and Conditions**”) govern the entire process for Auditions (**as defined below**) as detailed herein for participation in the reality program tentatively titled “INDIA’S RAW STAR” (“**Program**”) and shall be binding on each participant (“**Participant**”, “**Contestant**”, “**Your**” and/or “**You**”) residing and a citizen of any territory/country worldwide (hereinafter collectively referred to as “**Territory**”) who voluntarily desire to participate in the Auditions hosted by Star India Private Limited (“**STAR/Company**”) for the purpose of selection and participation of Participants in the Program to be aired on, *inter alia*, on the Company’s and/or its network of channels and /or any other channel as deemed fit by STAR (hereinafter collectively referred to as “**Channel**”).

The Privacy Policy, Terms of Use and User Generated Content are incorporated herein by reference and are simultaneously available at www.starplus.in/indiasrawstar (“**Website**”). By proceeding further you and/or your natural/legal guardian on your behalf (in case of minors) are representing to the Company that your participation in the Auditions is in compliance with all laws applicable on You and You are not in any manner prohibited from participating herein by any law.

These Terms and Conditions shall be irrevocably binding on each Participant voluntarily participating in the Auditions. The Privacy Policy shall govern all usage of any Personal Information (**defined below**) and/or any other information as detailed in the Privacy Policy and including but not limited to the mobile phone number and/or any information gathered by STAR under or pursuant to this Auditions and in relation to your participation in the same. Your act of voluntary participating in the Auditions in the manner as detailed below shall be deemed to be your absolute agreement to the Terms and Conditions, Terms of Use, Privacy Policy and User Generated Content of STAR as prescribed from time to time (hereinafter collectively referred to as “**Terms and Conditions**”). If you do not agree to be bound or cannot comply with any of the Terms and Conditions, please do not continue. Your failure to accept these Terms and Conditions or the Privacy Policy or Terms of Use or User Generated Content will disqualify Your participation in the Auditions. The Auditions shall be governed by the Terms and Conditions stated herein below and all Participant(s) are requested herein unconditionally accept and agree to comply with and abide by the same.

You or Your natural/legal guardian on your behalf (in case the Participants are below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) are required to click on the tab ‘**I ACCEPT**’ at the end of the page. The failure to accept these Terms and Conditions by You or Your natural/legal guardian (as the case may be) will disqualify your participation in the Auditions .

DEFINITIONS

“**Digital Auditions**” means different levels comprising of Level 1 and level 2 of the selection process of the Auditions as detailed herein, to be conducted *inter alia* in the manner as set out herein during the Period which the Participant(s) is required to qualify for the further Levels and pass for participating in the Program.

“**On ground Audition(s)**” means different levels comprising of Level 3 and level 4 of the selection process of the Auditions as detailed herein, to be conducted *inter alia* at the Audition Center(s) during the Audition Period which the Participant(s) is required to qualify and pass for participating in the Program.

Audition(s)” shall mean and comprise of both the Digital Auditions and On Ground Auditions collectively , to be conducted *inter alia* in the mode and manner as detailed and set out herein which the Participant(s) is required to qualify and pass for participating in the Program.

“**Audition Centre**”(i) in respect of a Level 3 of the Auditions shall mean any tentative locations in any of the following cities in India: Mumbai, Baroda, Kolkata and Delhi and the following countries Internationally : Dubai ,New Jersey , London and Chicago as decided and finalized by the Company at its sole discretion where the Participant(s) shortlisted at Level 2 will be required to make themselves available for the Level 3 of the Auditions.(ii). In respect of level 4 of the Auditions shall mean and be limited to any locations in the city of Mumbai where, at the discretion of the Company, the Participant(s) will be required to make themselves available for the Level 4 of the Auditions.

“**Audition Period**” in respect of Level 3 and 4 of the Auditions, shall mean the period stipulated

and /or updated by the Company at its discretion on the Website from time to time required to be checked by the Participant(s) from time to time. .

"Company" means STAR India Private Limited, the owner and rightholder of the Program and the entity hosting the Contest.

"Contestant(s)/Participant(s)": Means any natural person(s) who is thirteen (13) years and above as of May 1, 2014 being a citizen and /or resident of any of the jurisdiction of the Territory as per the respective applicable laws and enters the Auditions /Program in accordance with the terms detailed below.

"Exploitation/Exploit" shall mean the exploitation of the Materials including along with its cognate forms and grammatical variations, means and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation, adaptation, publication, cutting, editing, and packaging of the Intellectual Property vested in the Materials, either in whole or in part, in any form/format or language, as may be decided by STAR in its sole discretion and shall include incorporation of the Materials including performances in the Program or any audio visual recording or sound recording or as may be decided by STAR in its sole discretion as well as the conversion of the Materials from one form/format to another and in relation to the Materials, making of a Cinematograph Film or Sound Recording, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any all languages/dialects in the world, converting the Materials for theatrical exploitation, including but not limited to the broadcasting thereof by any form of radio, internet and any and all form of television including but not limited to terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Intellectual Property and all elements thereof. The capitalized terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film', 'Performance /Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

"Intellectual Property" means and includes all performances, performers' rights, publicity rights, brands, rights if any vested in the Participant relating to or in the footage owned by the Company, concepts, confidential information, copyrights, databases, designs, formulae, franchises, goodwill, know-how, licenses, 'look and feel', music (including songs, sheet music, lyrics and remixes), permits, proprietary information and knowledge, scripts (and their sound recordings), segments, set designs, service marks, technology, titles, trademarks, trade names, trade secrets, format rights, and all other allied, ancillary and subsidiary rights in any and all media whether now known or subsequently invented, as well as all other intellectual property as is commonly understood and recognized as such by applicable law, (past, current or future) industry usage, or otherwise.

"Level(s)" shall mean collectively levels 1, 2, 3, and 4, of the Auditions. The term "Level" shall be construed accordingly to refer to any one (1) particular level of the Auditions as signified by the corresponding number.

"Materials" shall mean and include Footage (defined below), Entries, and footage of Promotional Material (defined below) including any form of artistic works, works of authorship, performances and services made by the Participant (s) or compilation, data which is developed, created, discovered, invented or otherwise brought into existence by the Contestants during the course of Auditions /Program/Show or the Auditions and any other Intellectual Property created/ enered by the Participants during the course of participation in the Auditions/ / Program/Show. For the sake of clarity, the Video(s) submitted by the Participants shall not be a part of the Materials.

"Parental Consent Form" shall mean an undertaking to be executed by both the parents (jointly) or the legal/natural guardian of the Participant(s) below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of with details and undertakings in the format /manner as sought by the Company and/or the Production House and/or the Channel at the time the Participant being shortlisted for Level 2 of the Auditions, in the manner as set out herein below. For the avoidance of doubt, the failure to execute such a document will disqualify the Participant (s) from participating in the Auditions/Program, such decision being final and

binding on both the parents/legal guardian of the Participant (s) and/or the Participant (s).

“**Program**” means the televised singing based reality Show(s) (defined below) which is tentatively titled “India’s Raw Star”.

“**Production House**” means Sai Baba Telefilms.

“**Show(s)**” means each episode(s) of the Program including any Special Show(s).

“**Show Player(s)**” means the selected Participant(s) who are selected through the process of the Audition to participate in the Program.

“**Special Show(s)**” means any episode/s of the Show /Program recorded with Participant(s) who belong to a category other than that specified hereunder, which may include celebrities or children special, or any other category which may be decided upon by the Company in its sole discretion. Such episodes may have additional rules (as amendments/attachments) to which the Contestants will have to comply with along with all the other rules of the Competition.

“**Studio**” means any location deemed fit by the Company for filming of the Program.

PRINCIPAL RULES

1. The Digital Auditions is an integral part of the Program. The Auditions will commence from May 27, 2014, and conclude on June 26, 2014 (“**Period**”) (both dates inclusive) on the following platforms (hereinafter collectively referred to as “**Platforms**”):
 - i. Website accessed through any device including but limited to laptops, desktops and tabs (“**Device**”).
 - ii. A tab of Website which shall be accessed through all mobile devices currently existing in the Territory (“**Mobile Site**”).
 - iii. The mobile application tentatively titled “India’s Raw Star” based (“**App**”) on the Program that will be launched during the Period in the Territory on devices having inbuilt operating systems comprising of IOS and Android, only and no other devices and /or operating systems (“**Mobile Devices**”). For avoidance of doubt it is clarified that this App shall be available for download and use anywhere in the Territory where these Mobile Devices are available and in use. To activate the App and /or to register and to participate in the Auditions through the medium of the App, the Participant(s) shall be required to do the following :
 - a. Download the App(free of costs) from respective mobile app stores i.e. Google play store / iTunes store.
 - b. Thereafter, click on the “Install Button””, subsequent to which the App will be activated.
2. **Procedure to Register:**
 - i. To register and to participate in the Auditions, the interested Participant (s) shall through the medium of the Platforms submit the following personal details including but not limited to date of birth, full name, gender, age, email id, contact number(s), the name of their country/state/city where they reside, photo(s),password etc., and/or any other documents as sought by the Company, at its discretion during the Audition Period (“**Personal Information**”) in a manner and form, as requested and /or prescribed on the respective Platforms. In addition to this if the Participant is below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, details and documents of their parents /natural guardians, contact details ,email id- of parents /natural guardians will also need to be submitted in the mode and manner as prescribed or requested on the respective Platform from time to time during the Period.
 - ii. Thereinafter, provided that the Participant submits all the Personal Information in the form and manner as prescribed on the respective Platforms an automatic profile –id in his /her email –id (shared by the Participant as part of the Personal Information above) will be created for the Participant (s)(“**Profile**”). Participant(s) shall have access at any point of time during the Period to check the status of his /her Entry (as defined below) and /or Video (s) by logging onto his /her respective Profile. The Participant can anytime during the Period and /or till a period not extending beyond July 31,2014 log onto his /her Profile through his /her email –id and the password as submitted by the Participant in the manner as set out herein. However, the Company reserves the right to at its discretion to extend or reduce the aforementioned period without any prior intimation to the Participant
 - iii. Video Upload Functionality: Thereinafter the Participant(s) shall upload and /or submit the unique Youtube URL link of minimum one (1) video and maximum 3 (three)

- videos of him /her singing any song/musical compositions (in any language whatsoever) , each video comprising of a minimum duration of 60 (sixty) seconds and maximum duration of 240 (two hundred and forty) seconds (hereinafter referred to as “**Video(s)**”) on the respective Platforms. However the total number of Video(s) uploaded by each Participant across all Platforms shall not at any point of time exceed 3(three).
- iv. The Video(s) may be uploaded on the respective Platforms in the following manner :
 - a. **Website:** (i)by pasting the unique YouTube URL(as defined below) on the Website, wherein the Participant(s) has/have already uploaded his /her Video directly on YouTube in accordance with the terms and conditions more particularly set out therein on the Website or (ii) by uploading the Video directly through the inbuilt YouTube mechanism on the Website in the format and manner as prescribed herein or (iii)by recording his /her performance through the webcam available on the Device and uploading the same on the Website
 - b. **Mobile Site:** (i)by pasting the YouTube URL of the Video on the Mobile Site, wherein the Participant (s) has/have already uploaded his /her Video directly on YouTube in accordance with the terms and conditions more particularly set out therein or (ii) downloading and activating the App or (iii)by recording his /her performance through the camera available on the Mobile Device and uploading the same on the Mobile Site and /or Mobile Device through the YouTube inbuilt mechanism on the Mobile Site.
 - c. **App:** by pasting the YouTube URL link of the Video, wherein the Participant(s) has/have already uploaded his /her Video directly on You Tube in accordance with the terms and conditions more particularly set out therein or on the Website or the Micro Site; (ii) by uploading the Video directly on the App through the inbuilt YouTube mechanism on the Mobile Device on the terms and conditions more particularly set out therein or (iii) by recording his /her performance through the camera available on the Mobile Device and uploading the same on the App through the YouTube inbuilt mechanism on the App.
 - v. Post completion of the uploading of the Video on the respective Platform by the Participant, the Company will send a verification email to authenticate and verify the validity of the email- id submitted by the Participant(s) as part of his/her Personal Information. The Participant will be required to click on the link provided in such verification email within a period of 48 hours, post which the verification link provided in the email will automatically expire. It is further clarified that the Company reserves the right at its discretion to send a reminder email or a fresh verification request email to the Participant after lapse of 48 hours, in the event the Participant fails to verify /authenticate the validity of his/her email –id or respond to verification email .If during such email verification by Star ,the email id shared by the Participant is found to be false and /or unauthenticated and /or fabricated ,then STAR shall have the right to forthwith disqualify the Participant from further participation and his /her Entry shall immediately be considered to be null and void . vi. For avoidance of doubt, it is clarified that irrespective of whether the Videos are uploaded by Participant(s) through recording of performance through webcam available on Devices and /or camera available on Mobile devices and /or uploading directly on the Website or Mobile Site through Devices and/or Mobile Devices, either through the inbuilt mechanism available on the respective Platform or by sharing/pasting the YouTube URL link to the Video, as the case maybe, a YouTube API will at all times be called on the respective Platform.
 - vii. It is further clarified that all Video(s) whether uploaded by the Participant through the respective Platforms or uploaded on You Tube directly shall all open and be hosted on the You Tube website /webpage only and on no other webpage or website or microsite. The Company reserves the right to call for Video (s) through YouTube player for viewing on the Website .
 - viii. In case the Participant(s) uploads the Video(s) directly on You tube , the Participant will be required to log in through Google.
 - ix. Post completion of the uploading of the Video, a unique URL will be generated and provided to the Participant by You Tube(“**You Tube URL**”),. Once the Participant completes uploading the Video(s) on the respective Platforms in the mode and manner prescribed herein and /or through the inbuilt You Tube mechanism directly , he /she may receive an email notification from STAR confirming the uploading of the Video(s). For the purpose of participating in this Auditions, the interested Participant(s) must have a valid and unique YouTube URL.
 - x. All Video(s) shall be uploaded on the respective Platforms through the inbuilt YouTube mechanism or on YouTube directly in the format and manner including but not limited to MOV,MPEG4,.AVI,WMV,MPEGPS,FLV,3GPP,WebM or any other format as prescribed /requested by YouTube from time to time during the Period. For the purposes of this Auditions , by uploading and /or submitting his /her Video(s) on respective Platforms , the Participant agrees and undertakes to be unconditionally bound by the

- terms and conditions , terms of use , privacy policy and user generated content policy of YouTube. It is further clarified that YouTube has the sole and exclusive right to make any amendments to its terms and conditions from time to time ,at its discretion, and the Participant shall be responsible for checking the same without any recourse to the Company. Any Video uploaded on either of the respective Platforms in any other format other than that prescribed by YouTube or stated herein or having an unclear audio or video will be deemed invalid and will be disqualified from participating in the Auditions. The Participant hereby agrees that any dispute arising between the Participant and YouTube shall be resolved directly with YouTube without any recourse to the Company.
- xi. The Participant will be solely responsible for complying with the terms stipulated by YouTube, and shall not at any time hold the Company responsible for any inability on the part of the Participant to submit/ upload the Video(s) on account of any restrictive terms imposed by YouTube and/or on account of the Participant's failure to comply with the terms imposed by YouTube.
- xii. The Participant(s) agrees and undertakes that all Personal Information, provided by them at the time of registration is true, correct, and accurate. The Participant (s) by uploading the Video (s) on the respective Platforms through the inbuilt YouTube mechanism and /or submitting the YouTube URL hereby represents, covenants and declares that (i)the Video is original and is performed/sung by the Participant, (ii) the Video (s) does not and will not constitute any infringement of copyright or any right of privacy, or rights in any other form of intellectual property, or any other personal or property right whatsoever of any person or entity, or constitute a libel or slander, or hurts the religious sentiments of people worldwide or be defamatory of any person deceased or alive, or blasphemous in its content and that he/she fully owns and controls all rights and interests including all intellectual property rights in the Video (s) such material and all rights therein and that no other person or party has right or interest in the Video as a co-owner, partner, mortgagee, charge holder or otherwise howsoever, (iii) the Video(s) shall not expose the Company to civil and/or criminal proceedings and /or claims of any nature whatsoever , (iv) the Video(s) are not subject to any lien, charge, or any other encumbrance whatsoever, (v) the Participant has not granted any rights in the Video(s) to the prejudice of any rights granted to the Company hereunder, (vi) the Video(s) is not violative of or in contravention of any applicable laws, (vii) all necessary licenses and permissions required for the utilization of the Video(s) for the purpose of the Auditions have been secured by the Participant in accordance with the existing Terms and Conditions and applicable laws without any recourse to Star . In the event the publishing of the Video(s) is assessed to be prohibited in any manner and /or considered to be inappropriate due to moral, political or religious reasons or any reason whatsoever, YouTube and /or STAR hereby have the right to at their discretion to edit/ remove/cut the contentious portion and re-publish such Video(s) or reject the Video(s) altogether, and the Participant agrees not to object to the same. The Participant(s) must ensure that no false and/or misleading statements are made by him/her and that he/she does not refer to any commercial product and/or service in the Profile/Entry/Video. The Participant further agrees and confirms that the Company is entitled to reject the Entry of the Participant in the event that the details submitted by the Participant at the time of registration are deficient, incorrect, untrue, or found wanting in any respect.
- xiii. The Participant agrees and undertakes that the Profile/Entry/-Video submitted by him /her is in good taste, not obscene, vulgar, libelous, defamatory, insulting, annoying; etc.
- xiv. Participant further agree and undertake that he /she shall not host, display, upload, modify, publish, transmit, update or share any information and /or upload or submit Video that —
- (a) belongs to another person and to which the Participant does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, pornographic, pedophilic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) harm minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonates another person;
 - (h) contains software viruses, Trojans, spyware, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, including harming recipient's computers/system/servers etc.;
 - (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the

commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation. For avoidance of doubt, Participant agrees that STAR has the right to remove any such material/Entry which breaches any of the terms of these Terms and Conditions and the Participant shall not be entitled to object to the same.

- xv. For purposes of the Auditions, logging onto the respective Platform in the manner as stated hereinabove, furnishing the Personal Information in the mode and manner as prescribed on the respective Platforms, obtaining a valid and unique YouTube URL, mandatorily uploading at least 1 (one) Video on the respective Platform on the terms stated herein, having a valid email id duly verified by the Company and having a Profile created in his/her email id shall be considered as a complete and valid entry (“**Entry**” or “**Entries**”). Any incomplete Entry will be disqualified and the Participant shall be intimated via email to submit a valid Entry and the aforementioned process shall follow. For the avoidance of doubt, if the Participant(s) fails to provide the specific and Unique URL Link or upload at least 1 (one) Video on the respective Platforms or provides a fake email id or fails to furnish Personal Information or if the Video is less than the minimum duration or more than the maximum duration stated herein, then his/her Entry shall be considered incomplete and the Participant(s) shall be disqualified from participating further in the Auditions. The Channel/Company shall be free at any point of time to contact and/or communicate with the Participant(s) for availing any additional information and/or to verify any details as provided in relation to Auditions and/or the Entry and the Participant(s) shall unconditionally facilitate the same. Any incomplete Entry and/or Entries with incorrect format, additional and/or inadequate Personal Information, invalid email id, Video(s) not in the required format as prescribed herein or which consist of content which is offensive or abusive or blasphemous or copied will be considered invalid, shall be considered null and void and will be disqualified from participating in the Auditions.
- v. Entries received after the Period will not be considered for the Auditions and shall be deemed null and void. The Company shall not be responsible for any Entries submitted, whether correctly or not, but not received due to any reason whatsoever. It shall be the Participant’s sole responsibility to ensure that the Entry is submitted correctly after following the due procedure specified by the Company hereunder and in accordance with the terms of YouTube and Terms and Conditions prescribed herein.
3. The selection and shortlisting process for the Auditions shall be conducted as detailed below for each Level of the Auditions. For the sake of clarity, a Participant cannot enter the Auditions without undergoing the process at each Level:

A. LEVEL 1-

- i. Subject to the Participant(s) having made a valid Entry, all the Video(s) fulfilling the criteria set out herein shall be viewed and rated by a panel comprising of the representatives of the Company and/ or any representatives and/or music composers appointed by the Company and/or the Production House or its representatives, as selected and determined by the Company in its sole discretion. This panel shall rate the Video(s) on the basis of the voice quality and/or voice texture of the Participant(s), performance in the Video, or any other criteria determined by the Company / the Production House in its sole discretion. The decision of the Company with regard to the composition of the panel shall be final and binding on the Participant(s). Neither the Participant(s) nor the natural/legal guardian (in case of minor Participants below the age of below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) shall be entitled to dispute and/or challenge the composition or the decision of the panel at any time in connection with the selection procedure, to the maximum extent permitted by law.
- ii. The panel shall have the sole authority to judge and rate the Video(s) and performance of all the Participants and their decision shall be final and binding on all Participants and their natural guardian. Based on the evaluations of the Video(s) by the panel, the shortlisted Participant(s) shall be selected and eligible for Level 2.
- iii. All Participant(s) selected and shortlisted for Level 2 shall be personally intimated about their selection vide an email and/or an update on the Participant’s Profile, as the Company may deem fit at its sole discretion, and the Participant shall be solely responsible for checking the same.
- iv. Such selected Participant(s) shall then be required to go to the link- page for Level 2 provided by Company in their email or Profile for proceeding further in Level 2 as per the details set out. The Participant shall be entitled to share the Video link or the YouTube window link provided by the Company in the email

- or on the Participant's profile on various social media platforms including but not limited to Facebook, Twitter and Google.
- v. It is further clarified that save and except for the Participants who are below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, the Company is free and entitled to at its sole discretion in any manner it may deem fit, publish any of the Video(s) of the Participant(s) who have submitted valid Entries during the Period on the Website in the mode and manner as stated hereinabove. These Videos shall be published on the Website by embedding the You Tube URL or You Tube player therein and the shortlisted Participant(s) whose Video is to be published shall be intimated about the same vide an email and /or an update on his Profile. For avoidance of doubt it is clarified that it is not mandatory for the Company to publish Video(s) of all Participants having submitted valid Entries. No correspondence and/or phone calls shall be entertained in this regard.
 - vi. Thereinafter, the Participant(s) shall have the option to edit their Profile and /or upload photos and /or Videos(s) and share Video(s) on various social networking websites, in the mode and manner prescribed therein at their discretion. STAR hereby grants the Participant a non-exclusive permission during the Period to upload/ share any content on the Profile of the Participant on various social networking websites. The Participant(s) agrees and undertakes to not change his profile picture till the time he/she is deemed registered for the purpose of this Term and Conditions, i.e. after Level 2.

B. LEVEL 2-

- i. the Participant(s) selected and shortlisted from Level 1 shall be required to go to the link provided which will either be sent to his /her email id or the Participant may access through his /her Profile and after logging in upload and submit all scanned self-affirmed copies of documentation specified in the link, in the mode and manner as set out in the link. In case the Participant (s) is unable to furnish and upload the document(s) to verify the eligibility details, Personal Information, the Participant(s) shall be disqualified by the Company. Further in case the Participant is a minor, submission of the Parental Consent Form along with the other documentation specified on the link is mandatory failing which the Participant(s) Entry will be disqualified and considered null and void. Participant(s) and/or the legal guardian /natural guardian of a minor Participant (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) undertakes that all documentation and contents thereof, submitted by them is true, correct, accurate updated, and original. If any documentation and /or Personal Information is found forged or invalid or if the documentation does not match with the Personal Information provided by the Participant (s) and/or the legal guardian /natural guardian of a minor Participant (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of), then such Participant(s) Entry and /or Entries with will be considered invalid and will be disqualified from participating in the Auditions, and the Participant shall not be entitled to object to such disqualification. The Company shall be free at any point of time to contact and /or communicate with the Participant(s) for availing any additional information and/or to verify any details as provided in relation to Auditions and/or the Entry and the Participant(s) shall unconditionally promptly facilitate the same.
- ii. In addition to the submission of the above documentation and the Personal Information, the selected Participant(s) shall be required to provide and furnish answers and /or information to certain questions regarding their personality, likes, interest etc., that the Company may at its discretion ask on the link. The Participant undertakes to answer any such questions truthfully.
- iii. A panel comprising of the representatives of the Company and/ or any representatives and /or music composers appointed by the Company and /or the Production House or its representatives shall view the Videos of the Participant (s) shortlisted in Level 1 and rate them on the overall basis of his/her voice quality, performance, mandatory information and documentation submitted at this Level, personality, the Profile, Personal Information.
- iv. It is further clarified that the decision of the Company with regard to the composition of the panel shall be final and binding on the Participant(s). Neither the Participant(s) nor the natural guardian (in case of Participants below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) shall be entitled to dispute and/or challenge the composition of the panel at any time. The panel of the judges appointed by the Company shall, at Level 2 again screen the performance of all the Participants and their decision

shall be final and binding on all Participants Participant(s) and their natural guardians. No Participant(s) and/or the natural/legal guardians shall dispute any decisions made by the panel in connection to the selection procedure.

- v. Based on the evaluations of the Video(s) by the panel, the shortlisted Participant(s) shall be selected for Level 3. The Participant(s) shall be informed about their selection for the next round, i.e. Level 3 by the Company and /or its representatives vide an email or an update on their Profile. Such selected Participant(s) shall be required to attend the Level 3 of the Auditions at the Audition Centers on the day and time specified by the Company. The Participant(s) will be intimated via an email. It is further clarified that such shortlisted Participants irrespective of whether they are from India or outside India will be required to attend or be present at any 1 (one) of the various locations at the respective Audition Centres in India and/or Internationally(as the case maybe) . The Participant(s) agrees and undertakes to bear all expenses regarding conveyance and travelling, without any recourse to the Company. Failure of the Participant to be present at the specified Audition Centre at the designated time and date shall entail disqualification of the Participant from further participation in the Auditions.

C. LEVEL 3 –

- i. In case a Participant(s) is selected for Level 3 of the Auditions, he/she will be required to be present for Level 3 at the Audition Centre, on specific dates during the Audition Period as decided and intimated by the Company and updated from time to time and agree to travel, stay, etc. entirely at his/her own expense. It is further clarified that such shortlisted Participants irrespective of whether they are from India or outside India will be required to attend or be present at any 1 (one) of the various locations at the respective Audition Centres in India and/or Internationally(as the case maybe). It is clarified that the details of the Audition Centre wherein the Participant shall be required to remain present for Level 3 shall be decided by the Company .
- ii. The Participant(s) and the legal/natural guardian of the Contestants (below 18 years) shall do any and all acts and execute any and all documents in such manner and at such location as may be required by the Company in its sole and absolute discretion. It is mandatory that the legal/natural guardian of such Participants who are below the age of 18 years should accompany him /her at all times during the Auditions and remain present at the Audition Centre throughout the duration of the Auditions.
- iii. Such shortlisted Participant(s) shall sing and/or perform songs of their choice(in Hindi and/or English language only) before a panel comprising of 1 (one) or more reputed music composer and 1 (one) or more representative from the Company /Production House, as the Company may deem fit at its discretion (hereinafter referred to as “Jury” together) and have an interactive session with them thereafter. It is further clarified that additionally ,the Company reserves the right to suggest /ask the Participants to sing or perform any song of their choice or the same song sung and performed in the Video and the Participant shall be unconditionally bound to do so . Such Participant(s) shall be thereafter interviewed by the Jury. The top rated performances shall be short listed at the discretion of the Jury on the basis of the scores awarded by them.
- iv. The Company reserves the right to select any number of Participant(s) from the Audition Centers from all the cities at Level 3. The selected Participant(s) shall be eligible for the next Level of selection. The Participant(s) shall be informed about their selection for Level 4 by the Company and /or its representatives vide an email or an update on their Profile, and it shall be the Participant’s sole responsibility to check the same.
- v. Such selected Participant(s) shall be required to be present in the Audition Centre at Mumbai, for the next level of selection on the day and time specified by the Company.

D. LEVEL 4 – (Televised Auditions) –

- i. Participant(s) and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) shortlisted at Level 3 shall be required to be present in the Audition Centre at Mumbai for Level 4 on the day and time specified by the Company. The cost of travel and lodging of such Participant(s) shall be borne by the Company. If the Participant(s) fails to attend the Audition at the venue on the date and time as informed by the Company, the Entry of the Participant(s) will be deemed invalid.

- ii. The Participant(s) and natural/legal guardian of the Participant(s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) will be required to execute any and all legal documents as required by the Company including but not limited to submitting all the necessary documents and also furnish the documents as sought and as required by the Company, to verify the Personal Information provided by the Participant(s) in Level 1 or 2. Each of the selected Participant(s) shall be required to furnish the necessary documentation (as stated in the General Rules below) in original to confirm the eligibility details, etc. In case the said Participant(s) is unable to furnish the original document(s) to verify the eligibility details and also fails to submit self-affirmed photocopy of the same, the said Participant(s) shall be disqualified from the Auditions, based on the sole discretion of the Company.
 - iii. Level 4 will be held in Mumbai as intimated to the Participants by the Company and /or the Production, either orally or written at the Audition Centre. The Participant(s) shall be evaluated by the judges of the Program appointed by the Company at its discretion ("Judges").
 - iv. The Judges panel will judge the Participant(s) on the basis of their performance and such other criteria as may be determined by the Company in its sole discretion.
 - v. The Judges shall rate these performances *inter alia* on the basis of their voice quality, singing ability, screen presence and overall personality.
 - vi. The Company shall select Show Player(s) from amongst the Participant(s) selected for the Level 4 and the selected Show Player(s) shall be required to do the following: (i) make themselves available for all shoot dates and travel to any place for the shoot of the Program, as may be informed by the Company from time to time, (ii) reside in any place in India decided by the Company at its sole discretion, during the shoot schedule of the Program and (iii) be present at the Studio at the time and date communicated by the Company. The selected Show Player(s) must always be present at the Studio at the time and date communicated by the Company. Being absent at the Studio at a time and place communicated to the Show Player may result in disqualification from the Auditions at the sole discretion of the Company.
 - vii. It is further clarified that the cost of any travel, stay, pursuant to selection of the Participant as a Show Player and of person(s) accompanying the Show Players will be borne by the Company provided that they submit appropriate documentation to support the claims made by them.
 - viii. Show Players agree and undertake to unconditionally execute such agreement and declarations and provide such additional documents, as sought by the Company in its sole discretion.
4. Participant(s) who have participated in singing based reality shows /programs and /or appeared /feature in any television programs (of any genre) or has entered into any contract or contractual arrangement including but not limited to having signed any document or letter in respect of any such participation/appearance with any third party/persons including but not limited to media companies, production houses, broadcasting companies in such reality shows or featuring and /or appearance, will need to mandatorily disclose the details of such prior participation. Company reserves the right to disqualify such Participant on such ground, based at its sole discretion.
 5. The Company reserves the right to extend the timing or close the gates of the Auditions at Level 3 and 4 at Audition Centre(s), without prior notice to the Participant(s) and/or people who have turned up at the Audition Centre(s). Such decision of the Company shall be final and binding on all the Participants.
 6. Irrespective of whether the Participant (s) have been disqualified and /or eliminated at any of the Levels of the Auditions and fail to proceed further or if their Entries have been disqualified at any Levels of the Auditions, the Company and /or the Channel shall continue to have the right to Exploit and /or publish the Videos submitted by them as part of their Entries on the Website and /or any digital platforms owned by the Company worldwide in perpetuity.
 7. Participant(s) shall carry their own music instruments CD's or tapes for all the Levels of the Auditions and /or shall be solely responsible to make all arrangements for facilitating their act/performance and the Company shall not be responsible to provide the same and solely bear all costs related to the same.
 8. For avoidance of doubt it is clarified that the final selection of the Show Players made by the Channel/Company /Jury/Judges shall be final and binding on all the Participant(s) and

in no event shall the Participant(s) dispute the decision made by the Channel/Company or its employees in connection to the Auditions. For the sake of clarity, in the event of any fault, misunderstanding or dispute concerning any part of the Auditions and/or the Auditions to qualify for the Auditions/Program, the decision of the Company shall be final and binding.

9. Natural/legal guardian of Participant(s) below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, shall accompany the Participant (s) for all the levels of the Auditions and shall stay with him/her till her elimination and /or completion of the Program (whichever is earlier).
10. The Company and /or the Production House and /or the Jury and /or the Judges (as the case may be) reserve the right to stop/interrupt the performance of the Participant(s) at any given point during any of the Levels 3 and 4 of the Auditions and the Participant(s) shall have no objection to the same nor shall they raise any objections against the same. It is further clarified that the Company and /or the Production House and /or the Jury and /or the Judges (as the case may be) are not obligated to watch the performance of the Participant(s) and /or the performance Act beyond a reasonable time period. For the purposes of this Auditions, reasonable period shall mean 30 (thirty) seconds. The Participant shall abide by the decision of the Jury and/or Judges/Company/Production House in this regard.

GENERAL RULES

1. The Auditions is strictly open to Participant(s) of-the age of 13(thirteen) years and above and requires that the Participant(s) must be a citizen of any of the jurisdictions included in the Territory during the Period of the Auditions.
2. Employees of the Company, of the Production House, the advertising agency or any other agency or third party vendor which has been appointed from time to time, and also employees of the main sponsors and members of their immediate family; individuals not conversant in spoken Hindi or English; are ineligible to enter the Auditions. Further, failure to provide proof or affidavit of eligibility, including the correct date of birth, including any of the documentation required under these Terms and Conditions, within the timelines specified by the Company hereunder may result in disqualification. The Company also reserves the right to disqualify a Participant(s) incase a discrepancy is found to exist in the information furnished/provided/stated by the Participant during the conversation with the Company and in the information(s) stated in the documents furnished by the Participant(s).
3. In the event the Participant is found to be in violation of any applicable laws at any point of time during the Auditions and /or Auditions, the Company reserves the right to disqualify the Participant immediately and his /her Entry shall be considered null and void. Such disqualified Participant shall not be eligible to proceed further in the Auditions and /or Auditions. Further in case of Participants below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, it is the onus of the natural guardian /legal guardian to ensure that the participation of the such minor Participant is as per the applicable laws of the countries of which they are citizens of. In case it is found to be otherwise by the Company then immediately such minor Participant shall be disqualified.
4. Participant and/or the natural/legal guardian of a Participant below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, represent to the company that the Participant is free and competent to enter the Auditions; the sole, absolute, unencumbered legal and beneficial owner of all rights granted to Company respect of the Materials, is not under any disability, restriction or prohibition, whether legal, contractual, physical, mental, medical or otherwise, which might prevent the Participant from performing or observing any of the obligations undertaken or from honouring any of the Terms and Conditions stated herein.
5. Participant shall not make any claims against STAR, Channel, their directors, employees arising out of or relating to any and all costs, injuries, losses or damages of any kind, including, without limitation due to any technical faults or directly or indirectly, to their participation or non-participation in the Auditions or any related activity including any unauthorized access of the Video etc. If the Participant is found to be ineligible, or if the /she has not complied with these Terms and Conditions, Terms of Use, Privacy Policy and/or User Generated Content the corresponding Entries will be disqualified.

6. STAR shall not be responsible in the event any Entry or Entries are not received or submitted due to any technical error of any nature whatsoever. Company shall not be responsible and/or liable in any manner whatsoever for any network problem, breakdown of machinery, unclear network, disruption in the network and/or the cost of the internet session charged by the telecom/mobile operator etc. Any dispute in connection to the above shall be settled between the subscribers/ Participant(s) and the telecom/mobile operator directly, without involving Company. For the purposes of these Terms and Conditions, "receipt" of Entry(ies) occurs when the Company's server records the Entry information upon the entrant clicking "Submit/Post" button. For the avoidance of doubt, by submitting the Entry the Participant(s) is representing that the Entry(s) or contents thereof are not confidential or comprise any sensitive personal information.
7. Company is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any injury, emotional, mental trauma caused to the Participant (s) in any manner whatsoever or for any reason whatsoever in connection to the Program and/or any aspect related to Auditions/Auditions/selection process. The Participant (s) shall hold harmless the Channel, Company, its affiliates, its group companies, their employees, officers, directors or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant (s), in any manner whatsoever in connection with the Program and/or any aspect of the Auditions/ Auditions and waives all rights to 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 to claim any damages or reliefs.
8. Participant and/or the natural/legal guardian of a Participant below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, acknowledge that the Program is a reality based program, and as such a degree of fictionalization is inherent in it. Due to the aforesaid nature of the Program, there may be segments in the Auditions and /or Program which may depict the Participant in an unfavorable manner or may appear to be defamatory. Participant and/or the natural/legal guardian of a Participant below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, fully understand this aspect of the Program and shall neither hold the Production House/STAR liable for any such depiction nor shall make any claims in respect of the same against the Production House/Star and/or the Channel or any of its representatives and/or the Jury.
9. Company reserves all rights to make amendments to the Auditions Period or the Period or such other terms and conditions stated herein, without giving prior notice. It shall be the sole responsibility of the Participant to check the Terms and Conditions for the Auditions on the Website and /or the Platforms from time to time. STAR also reserves the right to cancel and/or postpone the Auditions/Program without any prior intimation to the Participant.
10. The Participant should not have been convicted under criminal laws and/or should not be disqualified under any applicable law from participating in the Auditions/ Auditions. The Participant must be in a physically, emotionally and mentally fit condition to participate in the Auditions/Auditions /Program. The Participant further confirm that he /she is medically fit to travel anywhere and anytime and that he /she does not suffer from any kind of ill health, disease, ailment(s) and medical problems (viz.: heart problem, blood pressure problem, pregnancy, etc.).
11. Participant (s) is required to furnish necessary supporting documentation in original (i.e., birth certificate, school leaving certificate or passport) and/or any other documentary proof as may be required by the Company to confirm the eligibility of the Participant(s) at any stage of the Auditions and/or Levels. The Participant (s) and natural/legal guardian of the Participant (s) (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) agree to do any and all acts and execute any and all documents in such manner and at such location as may be required by the Channel and/or STAR in its sole and absolute discretion. In case of a legal guardian, the said person will need to furnish all paperwork and also produce the relevant order /decree of the court whereby he /she has been appointed as "Legal Guardian" of the Participant below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of
12. The Company also reserves the right to change the selection process of the Auditions (s) and /or format of the Program (in any manner whatsoever as deemed fit) stated herein and/or the requirements of any of the Levels of the Auditions, without any prior intimation to the Participant and/or the public. The Company further reserves the right to, at its discretion any time during the telecast of the Program re-introduce the Digital Auditions

for the purpose of introducing new Participants for participating /competing in the Program . It is further clarified that it shall be on the same terms as stated herein .

13. Participant must enter the Auditions voluntarily on their own behalf and Entry (ies) by proxy will not be accepted
14. The Channel/STAR India reserves all rights to make amendments to the existing Terms and Conditions without prior notice to the Participant. Further, Company reserves the right to terminate the Auditions at any time without any prior intimation or notice to the public/ Participants and also STAR India/Channel is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Auditions and/or accommodate any person or persons who have been selected in the Auditions .
15. In case for whatever reason any Participant is not agreeable to travel, stay, etc. entirely at his/her own expense, the Company will regretfully consider the Entry of such Participant(s) as invalid and the Participant(s) shall be disqualified.
16. In the event of any fault, misunderstanding or dispute concerning any part of the Auditions/ Program/Show and/or the selection process to qualify for the Show, the decision of the Company shall be final and binding and each Participant shall without limitation be bound by such decision of the Company.
17. Participant(s) shall not during the Auditions/Program make any obscene gesture(s)/acts, or any defamatory statement of any event or any person alive or deceased, material, or anything of an advertising nature and will not expose the Company and/or the Production House and/or the Channel to civil and/or criminal proceedings.
18. Participant(s) and /or legal /natural guardians on behalf of Participants below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, shall not grant or publish any interviews, any information /details news articles, or issue any other kind of publicity and/or on personal blog(s)/blogs and /or any social networking sites including but not limited to their participation in the Program or the Auditions or the Program or the Participants , names and identity of the selected Show Players, Judges or the format of the Program or any aspect related to the Program or any information regarding the Company without Company's prior written consent in each instance. The Participant shall not at any time make or issue any statements on behalf of the Company/ the Production House/ the Channel without the prior written consent of the Company.
19. Participant(s) shall not do any act either directly or indirectly which may bring the Company and/or the Program into public disrepute or denigrate any of the preceding, or offend any community or public morals and in all public appearances the Participant (s) shall use her/his/its judgment in general demeanor and choice of language to create an atmosphere which would be conducive to the filming and/or promotion of the Auditions /Program/ Show.
20. Non-conformance by any Participant of the Terms and Conditions, directions/instructions issued by the Company, Terms of Use, User Generated Content, or Privacy Policy then STAR will at its sole discretion be entitled to disqualify their Entry on an immediate basis.
21. If the operation of the Show/ Auditions/ Program (including without limitation the operation of the telephone system); the recording; broadcast of any/all of the Shows is prevented by an war, industrial action, flood or any Act of God, or applicable law or any Act of God or any act beyond the reasonable control of the Company ("Force Majeure") which continues for a period of fifteen (15) days, the Company may at its sole discretion cancel all or any part of the Show/ Programs/ Auditions and/or participation of a Participant(s)/Show Players forthwith and such decision shall be final and binding on the Participants.
22. Notwithstanding a Participant 's participation in the Show/ Auditions there is no obligation on the part of the Company to broadcast any Show/ Auditions in which he/she has taken part, or any or all of his / her contribution as recorded by the Company.
23. Participant (s) specifically agree, allows, grants and permits the Company or any party authorized by it to record (audio-video/audio or video), the participation process/performance at every level of the Audition, including the acts and performances at Level 4, any interaction of the Participant with the Company or fellow Participant or any representative of the Company, if any, of the Participant (s) rendered during the Auditions/Show or the Program or any related series of sound recordings and video

recordings which have been shot during the Auditions/Show or the Program on film, tape or digital or other electronic media and includes recording of any personal questions or conversations relating to the personal lives of the Participant (“Footage”) and agree that the Footage may be used by the Company as it deems fit anywhere in the world at any time now or in the future, including but not limited for promotion of the Program. For the avoidance of doubt, all rights in the Footage vests exclusively with the Company worldwide in perpetuity and the Company is entitled to exploit the same in any manner it may deem fit. .

24. In consideration of being afforded an opportunity to participate in the Program/Auditions, the Participants and the natural/legal guardian of the Participants in case they are minors on behalf of the Participants(s) agree, represent and warrant that all Intellectual Property in and to the Materials shall remain the exclusive property of Company from the moment they arise, for the entire period of their subsistence, in every part of the world. To the extent, that the Intellectual Property or any rights, title and interest in the Materials, do not vest with Company, by operation of law, the Participant and /or natural guardian/legal guardian of the Participant (s) on behalf of the Participant (s), on an outright basis hereby irrevocably, exclusively, perpetually and for the entire world assigns and transfers all Intellectual Property vested in the Materials including rights in any Exploitation thereof to Company. To the extent that the assignment of rights, title and interest in the Intellectual Property in and to the Materials in relation to future medium or mode of exploitation of the Materials is not held valid by operation of law, notwithstanding the assignment of such rights in favor of Company, the Participant and /or natural guardian of the Participant (s) on behalf of the Participant (s) hereby grant an irrevocable, exclusive, sub-licensable, perpetual license to Company for such future medium or mode of exploitation of the Intellectual Property in and to the Materials as may be developed in the future, for the entire world. Notwithstanding the above, the Participant or the natural guardian on the behalf of minor Participants hereby agree that neither the Participant (s) nor his/ natural guardian shall assign or in any other manner transfer rights including the Intellectual Property in and to the Materials for such means and modes of exploitation of the Materials which are not mentioned herein and are not presently known or in commercial use and therefore by operation of law are not deemed to have been assigned to Company without offering for assignment such modes or means of exploitation of the rights including Intellectual Property in and to the Materials for the entire world and perpetuity to the Company (‘Offer’). The Participant and /or natural/legal guardian of the Participant (s) on the Participant (s)’ behalf agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any such future modes and mean of exploitation of the Intellectual property in and to the Materials to any third party in breach of the obligation herein, anywhere in the world shall be null and void. Further, Company may Exploit the rights including the Intellectual Property in and to the Materials at any time it chooses, and it is expressly agreed by the Parties that Section 19(4) of the Indian Copyright Act, 1957 will not apply to this Terms and Conditions.

The Participant(s) either through themselves or in case of minors through their natural/legal guardian waive off their “Moral Rights” with respect to the Materials/ participation in the Auditions/ Program. Further, the Participant(s) and in case of minors, the natural/legal guardian of the Participant(s) further agree and acknowledge on behalf of the Participant(s) that they shall not be entitled to any share in the revenues arising from exploitation of the Materials. The Participant or the natural/legal guardian on behalf of a minor Participant acknowledge that the Entry submitted and /or Videos uploaded and/or contribution to the Materials does not qualify as a ‘performance’ within the meaning of the Indian Copyright Act, 1957.

25. The Participant agree and acknowledge that the Channel /STAR shall have the sole and exclusive right to edit, alter, modify and or use any Footage or Materials in respect of their Entry(including the Video and /or the Profile) uploaded on the Platform in any manner whatsoever it may deem fit and necessary at its sole discretion (including but not limited to as a part of the Program/Auditions or any ancillary event related to the Program/Auditions) .
26. The Participant shall make themselves available from time to time and co-operate with the Channel and/or STAR and participate in any activity and/or campaign and /or events (“Promotional Activity”) of any nature whatsoever with respect to the Program/Auditions without any money payable to the Participant. Further, the Participant shall at no point of time refuse or disagree to participate in any such Promotional Activity for any reason whatsoever.
27. Participant(s) and in case of minors, the natural/legal guardian of the Participant(s) hereby allow the use of the face, image, biographical data, name, signature, voice, photographs of the

Participant and the family/relatives/friends/colleagues of the Participant ('Likeness') to appear on and be used in connection with the promotion of the Program all media, all means of exploitations, distribution including, but not limited to, the press, internet, television. STAR reserves the right to use, in any manner whatsoever, in part or in whole the Likeness, Program and/or program elements including without limitation in connection with any merchandise, tie-in, product or service of any kind, whether or not such use is in connection with the Program or STAR or the Channel without notice to the Participant and without any further compensation to the Participant.

28. The Participant agree that in consideration of being given opportunity to participate in the Auditions ,they shall hold harmless the main sponsor (if any), Channel, STAR its employees, officers ,directors, affiliates, group companies or any other person from and against any injury/damage/harm/loss/ death/ mental or emotional trauma suffered by the Participant , in any manner whatsoever in connection with the Auditions and /or Entry and /or any aspect related to their participation in the Auditions and to the extent permissible under law waives all rights to 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 against the Production House and/or the Channel and/or STAR to claim any damages or reliefs or otherwise.
29. The Participant agree to keep STAR India, the Channel ,its employees, officers or any other person indemnified from and against any claims or demands, cause of action, judgments, liabilities, losses, costs and expenses that may arise out of a result of any violation of any third party rights/material in with respect to the Exploitation of the Entry including the Video, Profile by STAR and /or any of its affiliate companies and/or channels.
30. The Participant and the natural /legal guardian in case of Participants below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of, agrees that STAR shall in no event, whatsoever, be responsible for any medical or other problems suffered by the Participant during or in relation to their participation in the Auditions including but not limited to travelling anywhere and anytime and undertake the performances required for the Show/ Program . The Participant acknowledges and understands that the participation in the Auditions is at their own risk. STAR shall not be responsible for the Participant's safety during the Auditions, nor shall they be required to obtain any insurance in relation to the same for the Participant. The Participant(s) and/or the parent/guardian of the Participant (below the age of majority as per applicable laws in the Territory of which the Participant is a citizen of) acknowledge and understand that the participation of the Participant in the Auditions/Program is at his/her own risk
31. Certain information relating to the Production House, STAR, the Program, Channel, will be disclosed to the Participant(s) by the Production House and/or STAR which is confidential and/or proprietary in nature, and includes data, the format of the Program, the manner of selection/elimination etc., whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information (altogether, "Confidential Information"). Confidential Information whether disclosed orally or in writing, is the property of Production House/STAR, as the case may be, and is valuable, special and unique to the business of Production House/Star India, as the case may be. Participant(s) shall not discuss and/or disclose any information about the Program, the performances of other participants in the Program with any third party; and also not disclose the names of the participants eliminated in respective rounds of eliminations in the Program/Auditions.
32. Participant(s) shall not engage in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws applicable to the parties hereto.
33. All obligations, representations, warranties, grant of rights in relation to a Participant who is below the age of eighteen (18) shall be deemed to be provided by the natural/legal guardian of the Participant.
34. Participant acknowledge that in case any portion/clause of these Terms and Conditions is deemed invalid or becomes unenforceable or prohibited by the law of the country, such portions shall be considered divisible and shall not be part of the consideration, and the remainder of these Terms and Conditions shall be valid and binding and of like effect as though such provision was not included herein.
35. Participant acknowledge that their representations, warranties, indemnities, grant of rights in the Entry including Video, Profile and Promotional Activity, dispute mechanism and

obligations shall survive the efflux of time and the termination of these Terms and Conditions.

36. The participation of the Participant in the Auditions shall mean that the Participant has jointly and severally read, understood, accepted and agrees to unconditionally abide with all the rules including the general rules of the Auditions, Terms and Conditions, the Privacy Policy, Terms of Use, User Generated Content as provided on the Website .
37. Notwithstanding the conflict of laws principle, these Terms and Conditions shall be construed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the Auditions and /or Entry and/or the Program , shall be referred to a sole arbitrator appointed by STAR India and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Mumbai, in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by the Participant Couple(s) who has raised the dispute.
38. Subject to the provision of 37 above, the Courts having exclusive jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief's under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Mumbai, India. The Participant agrees to exclusively submit to the jurisdiction of the Courts and dispute resolution mechanism as set out herein.