

SYMPHONY OF INDIA

Mahaveer Jain Films Private Limited (“Mahaveer Jain Films”) is producing and organizing a musical reality television show “Symphony of India” (“Program”) to be telecasted on the channel(s) of Prasar Bharti (Broadcasting Corporation of India), viz. “Doordarshan” or any other channel owned and/or operated and/or controlled by Prasar Bharti (“Channel”/“Platform”).

Symphony of India is a dynamic, nationwide reality series designed to discover and showcase the best musical talents from across India. The show aims to celebrate the diversity of India’s music scene by providing a platform for emerging Individuals to compete and present their unique sound, passion, and energy. Individuals from all corners of the country will engage in this fierce competition, which will culminate in a grand musical finale tentatively held in Mumbai.

Mahaveer Jain Films is conducting the online auditions for selection of participant/s for participation in the Program (“Audition”). By means of these terms and conditions set forth herein (“Terms and Conditions”), Mahaveer Jain Films is providing an opportunity to the interested viewer to participate in the Program (“Participant(s)”) and to submit his/her audio- visual recording as per the Participation Mechanism (mentioned below) to participate in the Program on terms more particularly described herein below, which Participant agrees to be unconditionally bound by:

PARTICIPATION PERIOD - Participation shall commence from 28th October 2024 10:00 AM (“Start Date”) Indian Standard Time (IST) and shall conclude on 15th November 2024 10:00 PM (“End Date”) or on such date as may be determined by Mahaveer Jain Films at its sole discretion (“Term”/“Participation Period”). However, Mahaveer Jain Films has the right to determine any changes in the Program or Term in a manner it deems fit and the same shall apply to all Participant(s).

I. ELIGIBILITY

1. This Program is open only to Indian Citizens above 18 years of age, who are resident in India and hold valid proof of citizenship.
2. The Participant(s) agrees to provide complete and correct information with respect to all the members of the Individual including but not limited to name, detailed address, phone number, e-mail address, permanent account number (“PAN”), age and such other information as may be required by Mahaveer Jain Films from time to time. Mahaveer Jain Films has the right at any time to ask the Participant to provide proof of identity and/or eligibility. If the Participant fails to provide such proof as required by Mahaveer Jain Films immediately upon request by Mahaveer Jain Films, further Mahaveer Jain Films shall also have the right to disqualify the Participant from the Program and/or cancel such Participant/s Entry (ies) at the sole discretion of Mahaveer Jain Films. In the event that any inaccurate information is provided and/or information is withheld by the Participant from Mahaveer Jain Films, then Mahaveer Jain Films shall be entitled to disqualify the Participant from the Program and the Participant shall be solely liable and responsible for any claims or expenses arising from provision of such inaccurate information or withholding of information. Further, in the event Mahaveer Jain Films, determines that the Participant has forged/misrepresented any facts in relation to the Participant’s residency, Mahaveer Jain Films shall be entitled to disqualify the Participant. For sake of clarity, Mahaveer Jain Films can disqualify the said Participant(s) even after the Participant is qualified for semi-finals/finals from Audition.
3. The Participant(s) shall have valid and registered whatsapp number and Email id.

II. PARTICIPATION PROCESS

The Participant/s can participate in this Program in the following manner:

- a. Any Individual which is desirous of participation will have to record it’s Individual performance and send it’s original audio-visual recordings as per the participation mechanism herein. The Participation Video (defined hereinafter) needs to be with original music of the Participant/s and shall not comprise of any existing song/ composition/ lyrics or any combination of same and shall be subject to these Terms and Conditions. The Participation Process might be refreshed/changed and communicated from time to time to the viewers of the Program during the Participation Period, determined at the sole discretion of Mahaveer Jain Films and Participant/s understand that the Participation Video (defined later) shall be strictly in accordance with the Participation Process. The Participation shall be displayed on the Audition banner visible on the home page/ Program page on the official Doordarshan Website – www.prasarbharti.gov.in (“Website”) and on television channel(s) of Doordarshan.
- b. **Participation Video – Participation Mechanism:**

- i. Participant/s will be required to share their Participation Video by recording their entries in the form of an audio-visual recording (“Participation Video”) and submit the same on the official Doordarshan Website - www.prasarbharti.gov.in in the manner as instructed and detailed on the Website.
 - ii. Any recording of the Participant sent as a Participation Video/ Participation Video other than as per mentioned in the Participation guidelines/the Terms and Conditions detailed herein shall be deemed to be an invalid Participation Video and Mahaveer Jain Films and/or Channel shall not be responsible or liable for any claims arising therefrom
 - iii. In the event the Participant/s uploads Participation Video on the Website multiple number of times before the end of the Participation hours for each Participation day / Participation End Date during the Participation Period, Mahaveer Jain Films at its discretion shall consider the first Participation Video submitted by the Participant as the Participant’s Participation Video for the purpose of selection/ eligibility of the Audition.
 - iv. The contents of the Participation Video shall be, at all times subject to the Terms and Conditions herein. In the event the Participation Video is not as per the Terms and Conditions, then the Participation Video shall be deemed disqualified.
- c. Participant understand in order to participate in this call for Participation Video for Audition, the Participant will be required to visit the Website (defined/mentioned above), follow the registration process as displayed therein and submit the Participation Video in the manner as prescribed hereinafter. Participation process shall include the following steps:
- d. The Participant shall visit the Website wherein they will select “Symphony of India” and further be required to click on the “Register Now” button as displayed on the Website and thereafter they will be redirected to fill the registration form. The Participant/s will be filling Basic information of each Participant such as inter alia,
- Individual Name
 - City Of Residence
 - Mobile Number
 - Email Address
 - Musical Genre of the Individual
 - Individual’s Social Media Handle / Link
 - Performance Link
- the Participant shall upload / submit the Participation Video as per the instructions, steps and specifications detailed herein under below and further detailed on Website from time to time.
- e. Requirements of the Participation Video:
- Individuals must submit an original piece of music that blends modern and traditional folk elements.
 - The audition song must be original and in any regional Indian language or Hindi.
 - The video can be a maximum of 2 mins. Should not exceed 300MB and in Mp4 format
- f. By submitting the information on the Website, through documents, social media links, and /or otherwise, the Participant hereby waives all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations that the Participant may have with respect to the use of the information furnished by the Participant in any manner. Mahaveer Jain Films, Channel/Platform, sponsors and/or any third party authorized by Mahaveer Jain Films may use the information for sending out commercial information and/or for other commercial, publicity or promotional purposes and the Participant shall not raise any objection against the same.

III. Music Rights and clearance in the Participation Video:

- a. The Participant/s shall be solely responsible and liable at his/her sole costs for the song/music, if any, as used and synchronized by the Participant in its Participation Video.
- b. Participant/s are required to create their original underlying works and sound recording for submission under the Participation Video. However, in the event Participant/s end-up using the underlying works and/or sound recording of any existing song/s and/or sound recording/s or any third-party music/ material (“Existing Works”), it shall be the sole responsibly and liability of the Participant to acquire rights/ license from the author and owner of such Existing Works to use and synchronized same in its Participation Video and share it with Mahaveer Jain Films stating that their Participation Video consists of Existing Works and authorizing Mahaveer Jain Films to publish the Participation Video on its Platforms.
- c. Participant/s creating original works in its Participation Video, represent and warrant that such Participation Video shall be original unpublished works wherein the Participant is the author and owner of such original works and the Participation Video shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/ party.
- d. The Participation Video shall in no manner infringe any rights including intellectual property rights, including without limitation, the copyright of a third person/party.
- e. The Participation Video shall not contain information known by the Participant/s to be false, inaccurate or misleading, of any nature;
- f. The Participation Video should not be obscene, vulgar, defaming, denigrating women, artist, celebrity or children, hurting religious sentiments, depicting violence or against the public policy of India or/and the internal policies of the Mahaveer Jain Films;
- g. The Participation Video shall not contain content that could be construed as defamatory, libellous, or slanderous;
- h. The Participation Video shall not contain content which infringes any third party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, and/or any other personal or proprietary rights;

- i. The Participation Video shall not contain any third-party music or any other third-party material in any manner whatsoever;
- j. The Participation Video shall not contain content which violates any Indian or international law, statute, ordinance, regulation, rule, policy, guidelines, etc. (including, but not limited to, intellectual property rights, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising);
- k. The Participation Video shall not contain content that engages in, encourages, advocates, discusses with the intent to commit, or provides instructions for conduct that would constitute a criminal or civil offense or would otherwise violate any local or international law or rule;
- l. The Participation Video shall not promote or advertise any product(s), service(s) or brand(s);
- m. The Participation Video shall not contain material or content that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body;
- n. The Participation Video shall not contain material or content for which a Participant was compensated or granted any consideration by any other third party;
- o. The Participation Video shall not contain content that depicts alcohol, tobacco or narcotics;
- p. Participant/s understand that once the Participation Video has been submitted in terms of this Contest, all rights (including intellectual property rights) in and to the participating content shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favour of the Mahaveer Jain Films.

IV. Grant of Rights to Mahaveer Jain Films:

By participating herein and submitting a Participation Video, the Participant acknowledge, agree and confirm as follows:

- a. The Participant has an unconditional right and authority to participate and submit the Participation Video and other details and to grant Mahaveer Jain Films right to publish it on Platforms and all such modes, media and formats determined by Mahaveer Jain Films at its sole discretion including the Participant/s' name, profile photograph or such other photograph that may be submitted and such other details as may be submitted to participate in the Audition.
- b. By participating in the Audition and accepting and agreeing to the Terms and Conditions herein and generally as part of the submission process, the Participant hereby exclusively, irrevocably and unconditionally assigns all copyrights and other intellectual property rights relating to the Participation Video (including without limitation all exploitation rights thereof across all modes, mediums, formats, platforms and technologies, whether in existence now; or in existence now, but not in commercial use on the date of execution hereof; or are developed in future), for the territory of the entire world in perpetuity, in favour of Mahaveer Jain Films, on and with effect from the date of submission of the entry, for exploitation in the manner determined by Mahaveer Jain Films at its sole discretion. The Participant acknowledges and confirms that it shall, at its own cost and expense, obtain all requisite assignments, licenses, permissions, authorizations, no-objection certificates, written arrangements, etc., from the all third person/ parties for any Existing Works used by Participant in the Participation Video.
- c. The Participant hereby agrees that the provisions of Section 19(4) of the Copyright Act shall not apply to the above assignment by Participant. The Participant hereby expressly waives its rights under the said section and also represents that it has entered into valid written agreements whereby the copyright assignments and waivers has been obtained by it, from all authors/ contributors of the underlying works comprised in the Participation Video.
- d. By participating in the Participation Video, each Participant unconditionally acknowledge and confirm that: (i) Mahaveer Jain Films shall have complete rights (as described above including but not limited to download the Participation Video to edit, alter or modify the entry or any parts thereof, to ensure that the Participation Video complies with the Technical Specifications, and is otherwise suitable for exhibition to the general public, and for ensuring compliance with any applicable censorship or other laws anywhere in the world and to store the Participation Video on its server or such other servers as may be authorized by Mahaveer Jain Films; and (ii) in lieu of the license of the rights in the Participation Video as aforesaid, Participant shall not claim any payments or raise dispute on usage by Mahaveer Jain Films of same. Any breach or violation of sub-clause (ii) above by the Participant shall amount to breach of terms and conditions and entitle Mahaveer Jain Films for all such rights and remedies as mentioned in this terms and conditions and as under applicable laws.
- e. The Participant grants to Mahaveer Jain Films, its irrevocable consent in perpetuity to use his/ her name, photographs, and to ensure that irrevocable consent of the third person/ party is procured to use their Existing Works and required details, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, internet, newspapers, magazines and such other modes, media and platforms (whether existing at present, or which may be developed at any time in the future) at any time without the requiring Participant's and any third person/ parties further knowledge or consent. Further, acceptance of terms and conditions constitutes permission for Mahaveer Jain Films, its affiliates, promoters and all related entities to shoot videos, click photographs of such Participant and use the Participant' name, photographs, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

- f. In submitting the Participation Video to Mahaveer Jain Films, the Participant recognizes that Mahaveer Jain Films engages in extensive activities in creating, acquiring and developing literary, artistic, musical and other material, including stories, ideas, themes, plots, titles, screenplays, and concepts for television, motion pictures and other developments, which are called “Materials”. The Participant recognizes that the Materials which Mahaveer Jain Films may use in the future may have originated or may have been acquired from its own employees or others and may duplicate or resemble elements of the Participation Video. Participant appreciates Mahaveer Jain Films’s concern that any examination of the Participation Video, without a full release of liability, might expose Mahaveer Jain Films to a claim of plagiarism, or such other claim or threat of litigation. Therefore, as an inducement for Mahaveer Jain Films’s examination and evaluation of the Participation Video, and in consideration of such examination, and without prejudice to the declarations provided under this Terms and Conditions, the Participant hereby acknowledges and agrees as follows:
- (i) Its submission of the Participation Video to Mahaveer Jain Films is voluntary, is not solicited by Mahaveer Jain Films, and not in confidence. There are no materials being submitted to Mahaveer Jain Films other than the photographs of his Individual members, Individual and himself and related details.
 - (ii) There is no agreement between Mahaveer Jain Films and the Participant or an third party, express or implied, relating to Mahaveer Jain Films’s use or failure to use the submission (photographs) or any part thereof.
 - (iii) The Participant or its Individual members shall not assert against Mahaveer Jain Films, its affiliates, licensees, assigns, officers, agents or employees any claim of any nature arising out of any alleged use by Mahaveer Jain Films of the Participation Video and photographs or any part thereof.
 - (iv) The Participant will not hold Mahaveer Jain Films responsible for any loss, theft of the personal information, or any part thereof, including without limitation, the name, photographs, etc.
 - (v) The Participant hereby agrees to indemnify and keep indemnified Mahaveer Jain Films, officer, employee, affiliates, promoters, etc from any and all claims in respect of any aspect of the Participation Video including the photographs of themselves and their Individual members submitted by the Participant, or any of the intellectual property rights thereof, or the assignment thereof, or privacy or publicity, property rights or of any other claims, as well as claims from any third person(s) associated in any manner with the Participation Video, or any claims arising from the breach/ violation of any of the foregoing Terms and Conditions.
 - (vi) The Mahaveer Jain Films reserves the right to disqualify the Participant immediately from the participation if Participant/s have supplied untruthful, inaccurate or misleading details and/or information, of any nature and/or have failed to abide by the rules and/or are in breach of the terms hereof.

V. Selection of Participant/s

- a. Each Participation Video shall be adjudged by the jury engaged by the Mahaveer Jain Films for this Audition and evaluated basis the quality of the Participation Video and most creative response and from amongst the Participant/s who have provided the most creative responses in the form of the Participation Video during the entire Participation Period and in accordance with the Terms and Conditions herein, will get one time opportunity to participate in the second round of selection as part of the on-ground audition of the Program happening in close-by city as may be determined and intimated by Mahaveer Jain Films, subject to further terms and conditions as may be intimated by Mahaveer Jain Films and/or the Channel/Platform.
- b. The Participant whose Participation Video gets shortlisted will get a one-time opportunity to participate and showcase their talent in the second round of selection and shortlisting which will be conducted in form of an on-ground auditions. The dates and location shall be determined by Mahaveer Jain Films and intimated to each shortlisted Participant individually as per process mechanism laid below. Participant shortlisted and invited for said second round of selection and participation in on-ground audition understands and acknowledge that invitation for said second round of selection shall in no way be construed to selection of the Participation for the Audition and/or Program.
- c. Further, in the event the Participant clears the above-mentioned round, The Participant/s will be qualified to another round and will audition or qualify over several elimination rounds. From all the submissions of Participant/s Video, maximum 50 (fifty) Participant Individuals representing various genres, styles, and regions will be shortlisted for the Program 50 participants will be merged in 10 groups over the course of program. Where performances will be judged, and the lowest group performers will be eliminated until only the top groups remain. Ultimately, the 5 best group will advance to the prestigious Maha-Gala for the semi-finals and grand finale round. Further participants agree to perform individually or in group along with other participants and perform in the form of band and compete with other bands formed on the show.
- d. All Round and Audition is tentatively scheduled to be conducted and the final dates and location/ venue shall be determined by Mahaveer Jain Films and intimated to each shortlisted Participant individually as per process mechanism laid below.
- e. The applicant understands that getting shortlisted in the Audition (including each step of selection/ shortlisting before Audition as stipulated herein) is only a preliminary step towards participation in the Program and it shall be the absolute and sole discretion of the Mahaveer Jain Films and/or Platform to allow participation other than present shortlisting process and/or entries received based on creative requirements of Mahaveer Jain Films and Program and the applicant acknowledges this right of Mahaveer Jain Films without any dispute or claim.
- f. Selection and shortlisting of the Participant/s for further audition might be subject to the following:
 - i) A shortlisted Participant may receive a telephonic call/ interview/email from the Mahaveer Jain Films either during or after the Participation Period for second round of selection and verification purposes. The Mahaveer Jain Films will attempt to contact such shortlisted Participant once. In case the shortlisted Participant is not reachable on the number provided or any other means of contact as may be instructed by the Mahaveer Jain Films, the Mahaveer Jain Films reserves the right to select another Participant as the

shortlisted Participant. The shortlisted Participant acknowledges, agrees and understands that receipt of such calls from the Mahaveer Jain Films shall not, in any manner, be deemed or considered as any indication that the shortlisted Participant may be selected/ declared for Audition and such shortlisted Participant shall not be entitled to make any claims or demands on the Mahaveer Jain Films based on the receipt of such calls. Shortlisted Participant will be considered eligible to participate in the audition only when he/she has been specifically declared by Mahaveer Jain Films and not merely because he/she has been contacted by Mahaveer Jain Films or any person claiming to be representing the Mahaveer Jain Films or any sponsor or associated with this audition and/or Program. Mere participation in this Audition and sending the Participation Videos does not entitle the Participant/s to be selected or win the Audition and the Participant/s will be selected by the Mahaveer Jain Films based on a telephonic/face to face interview as per above or as may be intimated by the Mahaveer Jain Films from time to time. The selection process may vary and shall be as per the Mahaveer Jain Films's sole discretion. The Participant/s or any third party shall have no right to question the process of selection. The Mahaveer Jain Films may determine the correctness, quality and validity of each Participation Videos in their sole discretion.

- ii) The shortlisted Participant/s as soon as being informed by the Mahaveer Jain Films of them being shortlisted for Audition is required to confirm their participation, in a manner, determined by the Mahaveer Jain Films, within 24 (twenty four) hours of being informed and confirm the acceptance of participation along with providing requisite details, his/ her personal information, copy of citizenship proof, identity proof, PAN number, address proof, copy of valid passport, etc. and such other details as may be required by the Mahaveer Jain Films of the selected Participant/s.
- iii) The shortlisted Participant would also be required to sign a release letter and/or a long form agreement or such other related documentations in the format required by the Mahaveer Jain Films. Refusal by the shortlisted Participant to execute such documentations in accordance with the Mahaveer Jain Films's terms and conditions shall amount to refusal of the selection and the Mahaveer Jain Films shall be entitled to choose and declare any other shortlisted Participant/s.
- iv) The Mahaveer Jain Films reserves the right to cancel the Audition, remove a shortlisted Participant/s even after announcement of such shortlisted Participant/s for further participation and announce another Participant in place of the originally announced Participant/s if:
 - (a) the documents or details of the Participant are not correct in the opinion of the Mahaveer Jain Films; or
 - (b) documents so required are incomplete, misleading or untrue; or
 - (c) the Participant do not sign the release letter/ long form agreement/ forms required, if any, by Mahaveer Jain Films; or
 - (d) the Participant do not comply with the requirements and instructions of Mahaveer Jain Films.
 - (e) if the Participant do not roach the Mahaveer Jain Films within 7 (seven) days of the announcement of the Gratification/ Prize;
 - (f) If it comes to the notice of the Mahaveer Jain Filmss that the Participation Video is not original and has breached the representations and warranties provided herein including infringement of copyright.
- v) The shortlisted Participant understand and acknowledge that in the event that he/she cannot comply with any of the requirements indicated by the Mahaveer Jain Films for any reason, such shortlisted Participant/s shall not be considered as a eligible and such shortlisted Participant/s hereby waives all the rights to claim participation or make any other claims against the Mahaveer Jain Films with respect to this Audition.
- vi) The shortlisted Participant understand that this is a one-time opportunity to participate in the round of selection for the Audition of the Program. The date and exact venue of such on-ground audition shall be informed by the Mahaveer Jain Films and shall be subject to availability and possibility of entering the shoot venue and other conditions. The shortlisted Participant shall make themselves present at the location at such time as informed by the Mahaveer Jain Films. Inability of any shortlisted Participant to make himself/herself present to for Audition for any reason whatsoever shall result in the disqualification of the shortlisted Participant and disentitlement to further participation. The shortlisted Participant shall have no claims whatsoever against the Mahaveer Jain Films for any reason.
- vii) The Mahaveer Jain Films shall have the right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray them as the shortlisted Participant/s and/or publish any content recorded during the Audition and exploit it at discretion of Mahaveer Jain Films. By participating in the Audition, the Participant/s waive all copyrights and any related rights and consents of the Mahaveer Jain Films's right to click photographs, take pictures, shoot audio-visuals, tape, record, exhibit or portray them as the Participant/s and/or publish any content / Participation Video submitted by them. The Participant/s further grant irrevocable consent in perpetuity to use, edit, exhibit, publish and/or exploit the same, in any and all applications including advertising, commercials, promotion, stories, text, illustrations, articles and commercial exploitation, throughout the world, in any and all media, mode or format whether now existing or hereinafter developed, including but not limited to radio, broadcast and television, newspapers, magazines, and electronic media, at any time without the Participant/s' further knowledge or consent and without any compensation whatsoever.
- viii) It is specifically clarified that the shortlisted Participant should not carry, and shall not be entitled to take, any electronic equipment into the venue, including their mobile phones, tablets, laptops, cameras, etc., and/or any other recording devices. In case the shortlisted Participant carry any such electronic equipment to the venue, they will be required to deposit the same outside the venue at their sole risk and liability. The Mahaveer Jain Films or the venue shall in no manner or circumstance, accept any responsibility or liability for the

electronic equipment carried and/or deposit by the shortlisted Participant. No recording will be allowed around or within the venue and no recording of the Audition will be allowed in any circumstance.

- ix) Further, all shortlisted Participant shall maintain absolute confidentiality with respect to the storyline and contents of the Audition, Program, venue, shoot related aspects shown to and/or come to the knowledge of the shortlisted Participant to the release of the same in India. All the shortlisted Participant undertake not to divulge, publicize or disclose any details whatsoever, with respect to the Audition/ Program by the shortlisted Participant, to any other person or on any media platform, including on-air, on-print and/or online.
- g. The Mahaveer Jain Films shall have the right, at its sole discretion, to change/ modify/ replace or omit the Audition and the shortlisted Participant shall not have the right to claim any damages or monies from the Mahaveer Jain Films. By participating in this Audition, the shortlisted Participant waive their right to make any such or other claims against the Mahaveer Jain Films.
- h. The Mahaveer Jain Films takes no any responsibility, liability or any other expenses for the shortlisted Participant and does not take any responsibility or liability in case the meet and greet is cancelled or rescheduled for any reason whatsoever.
- i. Notwithstanding anything contained herein, Mahaveer Jain Films shall not be responsible to bear or reimburse any costs and expenses incurred by the Participant/s in availing/ participating in the Audition and/or incurred otherwise. All such costs/ expenses incurred by the shortlisted Participant in availing/ participating in the Audition and/or incurred otherwise shall be borne solely by the shortlisted Participant.
- j. For the purpose of clarification and avoidance of doubt, the selection/ shortlisting does not include any personal expenses of the shortlisted Participant and the shortlisted Participant shall be responsible for any additional expenses/incidental expenses required to be incurred to avail / participate in the Audition and/or incurred otherwise.
- k. The shortlisted Participant hereby represent and warrant that they will comply with all the Rules associated with the Participation including but not limited to the Terms & Conditions mentioned herein and associated with the Audition, and that the shortlisted Participant shall personally be liable for any breach thereto.
- l. The participation shall be governed by the terms and conditions as detailed hereinafter. Upon submitting the Participation Video (as per the terms of participation) on the Website in accordance with the requirements and criteria as laid down herein, the Participant hereby agrees to have read and understood all the Terms and Conditions stated herein and agrees to abide by the same.
- m. The Terms and Conditions of and in relation to this Audition as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This is a legal and binding agreement between the Participant and Mahaveer Jain Films, that states the terms that govern the Participant's participation in the Audition through the Website and/or any other platform as communicated hereunder. By clicking on the 'Submit' icon, the Participant agrees to have read and understood the Terms and Conditions and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein. These terms and conditions contained herein shall subsist until the first telecast of the last episode of the Program and /or any such extended duration as may be deemed fit by Mahaveer Jain Films and hence, the rules shall continue to apply on the Participant/s.

VI. REPRESENTATIONS, WARRANTIES AND LIABILITY

- 1. Mahaveer Jain Films and/or its authorised representative shall be under no liability whatsoever to the Participant/s, in respect of any loss, damage suffered by the Participant/s arising from or pursuant to the participation in the Program or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant at any stage of the Program whether or not caused by (1) the Participant's participation in the Program; (2) as a result of the any decisions of Mahaveer Jain Films for any matter relating to the Program; (3) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation in relation to any Participant(s) made and/or passed by the any authorised person appointed by Mahaveer Jain Films for the Program. Notwithstanding the generality of the foregoing, Mahaveer Jain Films expressly excludes liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to participation in the Program. In no event will the measure of damages include, nor will Mahaveer Jain Films be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant; or circumstances beyond Mahaveer Jain Films's reasonable control.
- 2. The Participant agrees and acknowledges that for the purpose of the Program, Mahaveer Jain Films and its representatives may gain access to personal information of the Participant. Mahaveer Jain Films takes appropriate technical and organizational measures to protect the personal information provided by the Participant against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. However, Mahaveer Jain Films cannot guarantee the security of any personal information or data which the Participant discloses. In any event, Participant agrees not to hold Mahaveer Jain Films responsible/liable for any breach of security, except in case of negligence or willful default on the part of Mahaveer Jain Films under the relevant legislation.

3. Mahaveer Jain Films, shall be under no liability whatsoever to the Participant/s, to pay any additional cost/charges/expenses in relation to Program to Participant(s) or any other person/entity/authority.
4. The Participant hereby agrees to the following conditions and undertakes as follows:
 - a. The Participant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Participant.
 - b. The Participant confirms that he/she is an adult and is entitled to enter into a valid agreement. The Participant acknowledges that he/she has voluntarily chosen at his/her free-will to participate in the Audition and is willing to bear all risks, costs & consequences arising from such participation in the Audition and/or the Program.
 - c. The Participant represents that he/she has not been accused or convicted or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to Mahaveer Jain Films and /or Producer. That the Participant is not required to be present before any authority including police or any court of law for a term of twelve (12) months from the date of application and has no other disability which would prevent his/her participation in the Audition.
 - d. Employees of Mahaveer Jain Films and /or Platform and/or their associates and affiliate companies/ sponsors of Mahaveer Jain Films, will not be qualified for the participation in the Audition and requested not to register for the same.
 - e. The registration does not guarantee the selection of the Participant's Participation Video to be displayed /exhibited in the Program and /or on the Website and/or otherwise and such selection including the selection criteria /process shall be as per the sole discretion of Mahaveer Jain Films at all times. The Participant shall not and waives any right to question the selection/evaluation process, non-selection of the application / Participation Video and/or the selection of any other applicant/participant.
 - f. The number of Participant/s to be selected through any and all the participation mechanism and the number of Participant/s who shall be finally selected for the Program shall be at the sole discretion of Mahaveer Jain Films at all times and decision of Mahaveer Jain Films shall be final and binding.
 - g. In the event of large number of registrations, the chance to be selected may be strictly on submission of the application on the first come first basis till closure of the Audition Hours for each Audition Day. No further requests for participation shall be entertained by Mahaveer Jain Films. Mahaveer Jain Films reserves its right to reduce / extend the Audition Hours, Term, Audition Period as per its sole discretion at any point of time. Mahaveer Jain Films reserves the sole discretion to change/modify the terms of this Audition at any time without prior intimation.
 - h. The Participant acknowledges, agrees and undertakes to abide at all times by all the rules, regulations, terms and conditions for this Audition as laid down herein and as determined / modified from time to time by Mahaveer Jain Films.
 - i. The Participant may be required to sign / execute a declaration/ registration form/ release letters/ long form agreement for participation in the Audition in addition to these terms and conditions along with the terms of the declaration form, if any as required by Mahaveer Jain Films shall govern the Participant's participation in the Audition.
 - j. Mahaveer Jain Films shall have the sole discretion to discontinue/cancel the Audition at any point of time and the Participant shall not raise any claim due to such discontinuation or cancellation at any time whatsoever.
 - k. The Participant understands and undertakes that for him/her to be able to claim participation, it is his/her responsibility to pay all the direct taxes and other ancillary charges (gift tax, income tax, etc.) to the relevant authorities and furnish the relevant challans to Mahaveer Jain Films on request, if applicable.
 - l. Taking part in the registration process shall be deemed to be consent by the Participant to receive messages relating to the Program, promotional messages about the Program, any shows and programs of from Mahaveer Jain Films and/or any third party so authorized by Mahaveer Jain Films including but not limited to Sponsors, agencies, Producers and/or event managers etc.
 - m. In the event of any violation to the aforementioned or in case it comes to the knowledge of Mahaveer Jain Films that the details submitted by the Participant in the application are not correct or in case the Participant does not meet the Eligibility criteria mentioned in these Terms & Conditions, the Participant may immediately be disqualified from being considered to be a Participant for the Audition and shall solely remain liable for any action (criminal/civil) arising therefrom.
 - n. The Participant who shall be required to submit the KYC documents including documents for age proof, address proof or any such other document as required by Mahaveer Jain Films within 24 hours (or such other time as sole decided and/or communicated by Mahaveer Jain Films) of receipt of communication from Mahaveer Jain Films. In case the Participant fails to meet the Eligibility criteria or fails to provide the

necessary KYC document within 24 hours (or such other time as sole decided and/or communicated by Viaocm18) of receipt of communication from Viaocm18, Mahaveer Jain Films shall forfeit the Gratification of the said Participant and the Participant shall be disqualified from further participation in the Audition.

- o. The Participant hereby agrees to indemnify Mahaveer Jain Films, the Producer and their respective affiliates, sponsors, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any misrepresentation, or concealment of material facts or breach of any representations, obligations or terms as stated herein.

IV. OTHER TERMS

- a. In case of any dispute or difference in respect of this Program, Terms and Conditions, etc., the decision of MAHAVEER JAIN FILMS's management shall be final and binding on all Participant/s and on all concerned. No correspondence disputing this Program, Terms and Conditions, decision relating to the Winners/manner of selection, any decision of Mahaveer Jain Films's management, etc. will be entertained by Mahaveer Jain Films at anytime whatsoever.
- b. The term "Participant" in this Terms and Conditions shall mean and include all other member of the Individual along with Participant and all representations warranties, terms and conditions shall be applicable and binding on the Individual members as well in a way they have personally accepted participated in the Program/Audition.
- c. If for any reason the Audition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical failure in transmission, on the Website and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Audition, Mahaveer Jain Films reserves the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the Participation Video /Audition process, and/or to cancel, modify or terminate the Audition and/or any part thereof. Further, Mahaveer Jain Films reserves the right to take legal action against such Participant who has committed a breach under the Cyber laws (Information Technology Act, 2000 including all its amendments thereof) and/or any other laws as may be applicable from time to time and Mahaveer Jain Films shall be entitled to such remedies in law as applicable.
- d. Mahaveer Jain Films shall not be held responsible in the case of a server shut-down or loss of Participant's Video and/or data. Mahaveer Jain Films shall not be responsible for any delay in receipt or non-receipt or incomplete receipt or corrupt receipt of Participation Video / other details of the Participant. Mahaveer Jain Films shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the Participation Video/content. Further, Mahaveer Jain Films shall not be responsible and/or liable in any manner whatsoever in case the Participant/s are unable to register their Participation Video and participate in the Audition due to failure on part of the internet service provider, facility provider, etc. Participant/s shall be intimated as per the contact details given. Mahaveer Jain Films does not accept any responsibility in case the Participant/s(s) do not respond to the calls (maximum three call attempts shall be made) or communication from Mahaveer Jain Films and/or its representatives or Mahaveer Jain Films is unable to contact the Participant/s(s) due to any incorrect and/or incomplete communication detail provided by the Participant and/or delay in receipt of communication and/or non-receipt of such communication due to technical reasons (such as network errors) or Participant/s is unable to respond for any reason whatsoever. In such cases, Mahaveer Jain Films shall forfeit the Gratification for the said Participant and the Participant shall not raise any claim on Mahaveer Jain Films in any manner whatsoever.
- e. All the Participant/s shall be either directly contacted by Mahaveer Jain Films and/or its representatives and the Participant/s for each Audition Day shall be announced in a manner as deemed fit by Mahaveer Jain Films in due course of time including displaying the names of the Participant/s(s) on Website. The Participant shall be solely responsible to check the results of the Audition from time to time.
- f. The Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with Mahaveer Jain Films as the case may be and/or to participate in the Audition.
- g. The Participant/s shall at all times make themselves aware of the selection process and all details regarding the Audition which he/she might be informed of or which he/she might learn or come to know of as a Participant in the Audition.
- h. Mahaveer Jain Films reserves the right to change/ modify these terms and conditions and/ or criteria of the Audition, at any time at their sole discretion, without any prior notice and without assigning any reasons for the same. The Participant/s shall make themselves aware of any change in the terms and conditions/rules of the Audition by visiting the Website from time to time and the Participant/s shall be bound by any such revised /amended terms and conditions/amended rules. Mahaveer Jain Films shall not be responsible and/or liable towards any Participant and/or any third party in relation to the same.

- i. The decision of Mahaveer Jain Films in connection with the Audition including without limitation the winning Participant/s and the Gratification / prize, the mode and timelines of the delivery of the Gratification etc. shall be final and binding and is non-auditionable. In case of any dispute or difference in respect of this Audition, the decision of Mahaveer Jain Films shall be final and binding on all the Participant/s including all the person / parties concerned.
- j. Mahaveer Jain Films shall not be liable for any loss, damage, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Participant during his/her participation in the Audition during the Audition Period and /or any time thereafter.
- k. Mahaveer Jain Films will also not be liable for any loss of earnings, employment, opportunity and/or otherwise caused to the Participant and arising as a result of his/her participation in the Audition.
- l. Mahaveer Jain Films shall have the absolute right to replace the Participant's Video(s) published on Website and/or telecast in the Program and/or otherwise from time to time as per its discretion and creative requirements without any liability to any Participant / person/party whatsoever.
- m. The Participant should not have any criminal records, or such other issues hampering participation in the Audition and hereby agrees that Mahaveer Jain Films shall have sole authority at its discretion to disqualify any Participant from participation in the Audition at any time. Mahaveer Jain Films shall also have the right to disqualify a Participant/Participant/s and choose another Participant/s in case any such person is unable to provide an email address and any other relevant details required by Mahaveer Jain Films to contact the Participant/s and/or provide the gratification, or for any other reason, as required by Mahaveer Jain Films.
- n. All registrations shall be subject to completion of the procedures by the Participant as per instructions given by Mahaveer Jain Films or the authorized representatives of Mahaveer Jain Films, if any. Mahaveer Jain Films shall not be liable for any failure of receipt or incomplete registrations. The Participant shall retain the registration code, voucher code or any other communication sent by Mahaveer Jain Films in relation to the Audition, if any.
- o. Participation in this Audition implies acceptance, without protest, of all the rules set forth by Mahaveer Jain Films for the Audition and the terms and conditions herein contained. Acceptance of the terms and conditions by the Participant irrespective of such participation leading to final selection or not, constitutes permission for Mahaveer Jain Films and/or Producer including any party authorized by Mahaveer Jain Films to click photographs, call and/or record videos of the Participant through any mode/medium and use the Participant's name, photographs, likeness, voice, audio-video, comments for advertising and promotional purposes in any mode, media, format, medium for worldwide territory for purposes of advertising and trade without any compensation whatsoever.
- p. To enable registration of a Participant and/or to make the Gratification available to the Participant/s, personally identifiable information which may include without limitation name, complete address, date of birth, citizenship details, passport details, email id, twitter handle/ account name, facebook handle/ account name, etc. of the Participant/s/Participant/s ("**Personal Information**") may be collected by the Mahaveer Jain Films to enable the Mahaveer Jain Films to administer and promote this Audition and the Participant/s. If Participant/s do not truthfully provide all requested Personal Information, the Mahaveer Jain Films may determine that such Participant/s are not eligible to receive the Gratification in this Audition.
- q. On request of Mahaveer Jain Films, the Participant may be required to make arrangements for Mahaveer Jain Films to have access to his/her residence, work place, etc. and obtain necessary permissions from his/her parents, siblings, friends, colleagues to be photographed, interviewed and to record or click their photographs, videos etc. Furthermore, if the Participation Video features any person other than the Participant, the Participant shall be solely required to take the necessary consent/permissions from such person(s) appearing in the Participation Video and the Participant shall indemnify Mahaveer Jain Films from and against any claims with respect to the same.
- r. Any photographs, Participation Videos, audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings (audio and video), content, materials, audio / video clips, bytes, etc. provided/uploaded/ submitted by the Participant/s on the Website and/or otherwise ("**Content**") shall upon creation /submission be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Mahaveer Jain Films and shall become the property of Mahaveer Jain Films and accordingly all intellectual property rights including copyrights as per the Copyright Act, 1957 and/or any other equivalent provision thereof under applicable laws, in the Content shall vest with Mahaveer Jain Films and Mahaveer Jain Films shall have unfettered exploitation rights in and to the Content, through any and all modes and medium of exploitation, throughout the world in perpetuity. The Participant expressly agrees to his /her subsequent participation, if any being recorded and telecast as a part of the Program or otherwise on the Website and/or for promotion of the Program and/or on a stand-alone basis, as required by Mahaveer Jain Films through any mode, mediums and formats, whether existing now, or developed in future ("**Recording**") and all the all rights (including intellectual property rights) in and to such Recording shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Mahaveer Jain Films.
- s. The Participant hereby grants to the Channel and Mahaveer Jain Films/its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the universe, the Content

- and /or Recording, and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use the Participant's name, photographs, likeness, voice, audio visual / videos, photographs, videos, Content, Recording, etc. provided/submitted as aforesaid to Mahaveer Jain Films and/or recorded by Mahaveer Jain Films / Producer during the Audition and/or during the Program through all media including without limitation television, radio, print, mobile, internet and/or any other such media, technology in existence, whether now known or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as the Channel/Mahaveer Jain Films, may deem fit. Mahaveer Jain Films shall not be obliged to exploit the Content /Recording (if made), into the final version of the Program. The Participant agrees that on submission/creation of the Content Participation Video, all intellectual property rights including copyrights in the Content/Recording/Participation Video shall vest with Mahaveer Jain Films and shall be available to Mahaveer Jain Films for exploitation through any and all modes, mediums, platforms, throughout the world in perpetuity. The Participant hereby agrees that Mahaveer Jain Films shall have complete, unfettered and exclusive exploitation rights in and to the Content /Recording and have all the rights to exploit, edit, integrate other content with Content/Recording, distribute, exhibit, sell, transfer, license, sub-license, monetize and exploit the Content/Recording on various platforms and through various format, modes, media including but not limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Content /Recording via terrestrial, satellite television, MMDS,SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (SVOD, TVOD, AVOD, NVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non-linear transmission/exploitation including through web, internet, IPTV, mobile, lications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.
- t. The Participant agrees and acknowledges that Mahaveer Jain Films has exclusive creative prerogative in respect of the Program and the nature and manner of editing of the Program and/or the Participation Video shall be as per the sole creative discretion of Mahaveer Jain Films including all rights to edit/modify the Content/ Participation Video and integrate other content /materials/Participation Video with the Content / Recording for the purpose of exploitation and/or for creating promos for marketing and promotional purposes.
 - u. The Participant does not and shall not have any right to receive or claim any remuneration/compensation, fees at any time whatsoever, towards the usage /exploitation of the Content /Participation Video by Mahaveer Jain Films and/or any party authorized by Mahaveer Jain Films and further the Participant hereby irrevocably grants and assigns to Mahaveer Jain Films, free and clear of any and all claims, all of the Participant's rights and interests in such Content / Recording exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised.
 - v. Under no circumstance, shall Mahaveer Jain Films and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any lications, criminal and/or civil proceedings in any courts or forum in India against Mahaveer Jain Films and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Audition / Program.
 - w. The Participant/s hereby agree and undertake that they shall not accept or undertake to accept or give or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their winning the Audition. Any knowledge of such an act shall lead to immediate disqualification of such Participant/s and Mahaveer Jain Films shall be entitled to take any and all action(s) against such Participant/s, as deemed fit by it.
 - x. The Participant agrees to indemnify and hold harmless Mahaveer Jain Films/Producer its affiliates and their respective employees, officers, directors and agents, sponsors, contractors, etc. from and against any claim, loss, liability, damages, cost (including legal costs) of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach by the Participant of any representations, misrepresentations or concealment of material facts and/or the Participant's actions or omissions while participating in the Audition and/or the Program and/or breach of any terms of this agreement, warranty, performance and/or any of the terms and conditions as stated herein or in event if any of Mahaveer Jain Films' rights get affected in any manner whatsoever. In the event of any claim, the Participant will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If

- the Participant is not diligently and continuously pursuing this matter, Mahaveer Jain Films may take such action on behalf of itself and/ or as attorney for the Participant, to adjust, settle, defend or otherwise dispose of such claim, in which case the Participant shall, reimburse Mahaveer Jain Films for any costs and penalties incurred thereof or such other indemnity in the amount thereof. In addition to the above indemnities by the Participant, the Participant waives any right of inspection or roval of or, in and to any Participation Video /content and/or video shoot and/or Content /Recording including any other recording and exploitation of the same by the Mahaveer Jain Films in any manner whatsoever.
- y. The grant of rights, representations, warranties, indemnities given by the Participant and the Participant's confidentiality obligations contained herein and any such provision that is intended to survive and/or by its very nature should survive, shall survive the expiration of the term as contained herein.
 - z. The terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and the Courts of Kolkata, India shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this terms and conditions.