

**TERMS AND CONDITIONS FOR REGISTRATION TO PARTICIPATE IN AUDITIONS FOR SELECTION OF PARTICIPANTS IN THE PROGRAM "SUR NAVHA DYAAS NAVHA LITTLE CHAMPS" ("Audition/s"):**

- A. This Audition is organized by Viacom18 Media Private Limited (hereinafter referred to as "Organizers") for selection of participants for the singing based reality show "Sur Navha Dhyaas Navha Little Champs " ('Show') which is proposed to be produced by the Organizers and is open for all who are 6 years of age upto 15 years ("Minor Applicant/Participant"). The Show requires the Minor Participant to sing for the Organizers. Those applicants who are selected as per absolute discretion of the Organizers after Auditions and further screening shall have a chance to participate along with other casted participants. The Terms and Conditions for the Auditions shall be uploaded on Colors Marathi Website <http://www.colorsmarathi.com/> and Colors Marathi Facebook page <https://www.facebook.com/ColorsMarathi/>
- B. For a chance to participate in the Audition, a Minor Participant has to be accompanied by his/her parent or legal guardian and visit the on-ground Auditions as per the dates/ locations mentioned hereinbelow ("Auditions"):

City	Date	Day
Ratnagiri	6th July	Friday
Kolhapur	7th July	Saturday
Pune	8th July	Sunday
Nagpur	11th July	Wednesday
Mumbai	14th July	Saturday
Thane	15th July	Sunday
Aurangabad	16 <sup>th</sup> July	Monday
Nasik	17 <sup>th</sup> July	Tuesday

Based on the Minor Applicant's choice of city of Audition and subject to below conditions, the Minor Applicants may be permitted to give their Auditions at the at any of the aforementioned cities. It is preferable if the Minor Applicant comes to the venue with a recent color photograph. The abovementioned dates and location(s) for the Auditions may be revised /changed or cancelled at any time as may be solely decided by the Organizers . The venues of the Auditions shall be informed by the Organizer from time to time. It is the responsibility of the Minor Applicants/ legal guardian /parents to keep themselves updated of the same. If the Auditions in the Minor Applicant's city of choice are over and if he/she is willing to come to any of the other locations of auditions they can participate at his/her own expense. The Minor Applicant shall at all times be accompanied by their legal guardians/parents. The parents/legal guardian of the

Minor Applicant will have to make arrangements for themselves and the Minor Applicant for travel, food and stay and bear their own expenses and the Minor Applicant's expenses in order for him/her to participate in the city of their choice.

**C. By virtue of participation the Auditions, the Minor Applicant/parents/ legal guardians hereby agree to the following conditions and undertakes as follows:**

- a. The parent/legal guardian of the Minor Applicant 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 parent/legal guardian of the Minor Applicant.
- b. Participation by the Minor Participant in the Auditions/Show shall be subject to the prior consent and knowledge of the Minor Participant's parents/legal guardians and all obligations, responsibility and undertakings of the Minor Participant (as contained hereunder) as contained herein shall be deemed to be that of such Minor Participant's parent/legal guardian. The Organizers shall have the authority and right to disqualify any Participant, at any point of time, if it comes to Organizers' knowledge that any Minor Participant has participated without the due consent, knowledge and awareness of his/her/their parent or legal guardian and/or the Participant (s) is in breach of any conditions or undertakings herein stated.
- c. The parent/legal guardian of the Minor Applicant confirms and acknowledges that the Minor Applicant has voluntarily chosen at his/her free-will and own wish to participate in the Show and the parent/legal guardian is willing to bear all risk, costs & consequences arising from such Minor Applicant's participation in the Show.
- d. The parent/legal guardian of the Minor Applicant represents that the Minor Applicant is medically and physically fit and does not have present or past psychological problems. If in the past the Minor Applicant has had any psychological problems or physical challenges or has been under medication for any psychological, anxiety, hypertension, depression or any other medical problems the same has been disclosed by the parent/legal guardian of the Minor Applicant to the Organizers in writing along with a copy of the certificate from a qualified medical practitioner declaring such Minor Applicant to be fit for participation in the Audition and/or the Show.
- e. The parent/legal guardian of the Minor Applicant/ Participant agrees that in the event if he/ she refuses to perform any singing act required as part of selection during the Auditions, such refusal will lead to disqualification of such Minor Applicant/ Participant from the Audition/ Show to be determined at sole discretion of the Organizers.
- f. The parent/legal guardian of the Minor Applicant represents that the Minor Applicant 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 the Organizers in writing and that the Minor Applicant 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 or the Show (if selected).
- g. Employees of the Organizer and/or their associate and affiliate companies/the respective sponsor of the Show, will not be qualified for the participation in the Audition and requested not to register.
- h. The parent/legal guardian of the Minor Applicant hereby confirms that selection of any Minor Applicant shall be as per the sole discretion of the Organizer, availability of time and venue. The parent/legal guardian of the Minor Applicant shall not and waives any right to question the selection process, non-selection of the application and/or the selection of any other Minor applicant.

- i. The number of Minor Applicants to be selected shall be the sole discretion of the Organizer.
- j. In the event of large number of registrations, the chance to be Auditioned shall be strictly on a first come first basis till closure of the Audition time. No further requests for Audition shall be entertained by the Organizer. The Organizer reserves its right to change the time of the Auditions as per its discretion at any point of time.
- k. The parent/legal guardian hereby confirms and acknowledges that final participation in the Show shall be subject to the Minor Applicant being selected in the Audition and the execution of a written agreement with the Organizers/producer of the Show. The Minor applicant shall not be eligible for any prize or cash for participation in the Audition or the Show.
- l. The parent/legal guardian hereby confirms and acknowledges that the participation at the Audition or the Show by the selected Minor Applicants shall not be obscene, vulgar, have racial or religious connotations.
- m. Organizer shall have the sole discretion to discontinue/cancel the Audition and/ the Show at any point of time and the parent/legal guardian of the Minor Applicant shall not raise any claim due to such discontinuation or cancellation.
- n. The parent/legal guardian hereby confirms and acknowledges that the Minor Applicant taking part in the registration process at the aforesaid venues shall be deemed to be consent by the parent/legal guardian of the Minor Applicant to receive promotional messages about the Show from the Organizer or any third party so authorized by the Organizer.
- o. In the event of any violation to the aforementioned or in case it comes to the knowledge of the Organizers that the details submitted by the parent/legal guardian of the Minor Applicant in the application are not correct, the Minor Applicant shall immediately be disqualified from being considered to be a participant for the Auditions and the parent/legal guardian shall solely remain liable for any action (criminal/civil) arising there from.
- p. The parent/legal guardian of the Minor Applicant hereby agrees to indemnify the Organizers against any claims that might arise from their actions or omissions or arising from any representations, misrepresentations or concealment of material facts.

#### **D. Other Terms**

- 1. In order to be eligible to participate in the Auditions the Minor Participant needs to be a citizen of India and shall be in between the aforementioned age group. For the Audition the parent/legal guardian of the Minor Applicant shall provide with a copy of proof of relationship with the Minor Applicant or any other legal document evidencing the relationship or legal guardianship of the Minor Applicant with the parent/legal guardian.
- 2. The parent/legal guardian hereby confirms and acknowledges the Minor Applicant shall report to such venue as may be informed by the Organizer through promos or otherwise at the date and time so mentioned and any delay in reporting shall automatically disqualify the Minor Applicant from participating in the Audition.
- 3. The parent/legal guardian hereby confirm and acknowledge During the Auditions, the Minor Applicants shall be required to sing song/s at the Auditions.
- 4. The cost of travel and accommodation for attending the Auditions at the aforementioned venues shall be borne solely by the parent/legal guardian of the Minor Applicants and the Organizers shall not be liable for the same.
- 5. All parent/legal guardian of the Minor Applicants shall be required to execute an agreement or sign a form containing terms and conditions as required by the Organizers before allowing participating in the Show.

6. The parent/legal guardian hereby confirm and represent that the Minor Applicant, jointly and severally, 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 the Organizer as the case may be.
7. The parent /legal guardian of Minor Applicants/Participants shall ensure that the Minor Applicants /Participants shall maintain the decorum of the Audition venue and shall abide by the rules and regulations thereof. Further the instructions of the Organizers shall be adhered to strictly. The parent/legal guardian confirm and acknowledge that any Minor Applicant/Participant who acts in contravention to the instructions of the Organizers or creating nuisance either to the Organizers or the other Minor Applicants shall immediately be disqualified from participating in the Auditions and shall be escorted outside the Audition venue.
8. The parent/legal guardian of the Minor Applicants shall at all times keep the selection process and all details regarding the Show which he/ she might be informed of or which he/ she might learn or come to know of as an Applicant/Participant in the Audition or as a short listed potential Applicant. The Minor Applicant/Participant shall at no time communicate to any third person or the media or give any interviews on his/her participation in the Audition or potential participation in the Show without prior written consent of the Organizers.
9. The Organizers reserve the right to change/ modify terms and conditions and/ or criteria of the Audition, at any time at their own discretion and without any prior notice and without assigning any reason.
10. The decision of the Organizers in connection with the Audition will be final and binding and is non-contestable. In case of any dispute or difference in respect of this Audition, the decision of the Organizers shall be final and binding on all concerned.
11. The parent /legal guardian shall be intimated by the Organizers directly of the selection of the Minor Applicant . The Organizers shall not entertain any questions, correspondence, and enquiries on the manner of conduct of the Audition from any person whatsoever.
12. Apart from the entitlement to be part of the Show subject to selection and written indication by the Organizers to such Minor Applicant, the parent/legal guardian of the Minor Applicant or his/her legal heirs will have no other rights or claims against the Organizers.
13. The Organizer shall not be liable for any loss, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Minor Applicant during his/her participation in the Audition or the Show.
14. The parent/legal guardian of the Minor Applicants acknowledges that the Organizer shall not be liable for any mishap, injury, accident, untoward incident, physical harm of any nature, death, loss of life or limb, etc., caused to them, either before, during or after the Audition or the Show; and the same shall not be attributed to the Organizer and the Organizer shall not be held responsible towards the same nor shall be liable to indemnify or make good any claim being raised against it, for whatsoever nature.
15. The Organizer will also not be liable for any loss of earnings, employment or otherwise caused to the Participant and arising as a result of his/her participation in the Audition or the Show, if selected.
16. The parent/legal guardian of the Minor Applicant understands that getting shortlisted in the Audition is only a preliminary step towards participation in the Show and it shall be the absolute and sole discretion of the Organizers and Viacom18 to allow participation based on creative requirements and the parent/legal guardian of the Minor Applicant acknowledges this right of Organizer without any dispute or claim.
17. The Organizer shall shortlist Minor Applicants/Participants after the auditions at all venues as required out of which only a limited number of participants shall be selected for further selection processes and/or final participation in the Show. Even after final selection

for the Show, the Organizer shall have the absolute right to replace any of the Participants as per their discretion and creative requirement.

18. The Audition and the participation in the Show shall be subject to jurisdiction of competent court/s at Bangalore alone.
19. All Applicants shall have to carry a copy of a document identifying him/her as the citizen of India and valid proof of his/her permanent and current address and age.
20. All registrations shall be subject to completion of the procedures by the parent/legal guardian of the Minor Applicant as per instructions given by the Organizer or the authorized representatives of the Organizer. The Organizer shall not be liable for any failure of receipt or incomplete registrations. The Minor Applicant shall retain the registration code, if any, duly completed registration form and provide the same on demand at the Audition venue along with necessary identity documents and proof of age, documentation evidencing the relationship of the parent and the Minor Applicant or any legal documentation evidencing the Minor Applicant's legal guardianship. The Organizer may disallow entry to the Audition in the event the Minor Applicant is not able to provide/ produce the registration code, if any, duly completed registration form or the documents as required. On verification, if any of these documents are not found to be in order, the participation of the Minor Applicant/Participant to the Audition or the Show may be terminated immediately by the Organizer.
21. Apart from the registrations, the Organizer may at its discretion provide a chance for entry to the Audition for unregistered people also.
22. Participation in this Audition implies acceptance, without protest, of all the rules set forth by the Organizer for the Audition and the Terms and Conditions herein contained. Acceptance of the Terms and Conditions by the Minor Applicant's parent/legal guardian irrespective of such participation leading to final selection or not, constitutes permission for Organizer, and its affiliates to click photographs, record videos of the Minor Applicant and use the Minor Applicant's 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.
23. On request of the Organizer, the parent/legal guardian of the Minor Participant shall also make arrangements for the Organizer to have access to his/her residence, work place, favorite hangouts, pets 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.
24. Any photographs, videos etc. submitted to the Organizers or recorded by the Organizer during the Audition or registration procedure shall on submission/creation become the property of the Organizers and shall be available to the Organizers for exploitation throughout the world in perpetuity. The Minor Applicant shall ensure that the photos or videos submitted by him/her in any public domain or their performances are not obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person.
25. The parent/legal guardian of the legal Applicant expressly agrees that in addition to these terms and conditions the parent/legal guardian of the Minor Applicant shall ensure that the Minor Applicant shall comply with any terms and conditions that may be stipulated by Viacom18 and/or its parent, subsidiary, and affiliate companies in relation to the Audition and Show and any other rules, regulations, policies, etc.
26. In the event of any violation to the aforementioned, the Minor Applicant shall immediately be disqualified from taking part in the Auditions and shall solely remain liable for any action (criminal/civil) arising therefrom.
24. The parent/legal guardian of the Minor Applicant hereby represents and warrants that he/she will comply with all the rules associated with the Audition and Show including but

not limited to the Terms & Conditions mentioned herein and associated with the Audition and Show, and that the Minor Applicant shall personally be liable for any breach thereto.

25. Under no circumstance, unless due to willful misconduct or gross negligence, shall the Organizer and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Minor Applicant/Participant/legal guardian/parent and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Organizer has been advised of the possibility of such damages. The Minor Applicant/Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against the Organizer and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Audition/Show.
26. The parent /legal guardian of the Minor Applicant/Participant grants the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video tape taken during the Audition, 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, newspapers and magazines at any time without the Minor Applicant/Participants further knowledge or consent.
27. The parent/legal guardian /Minor Applicant/ Participant shall not, without Viacom18's prior written consent, publicize in any manner including on social networks nor discuss with any party, including without limitation the press, about any information relating to this Audition/ participation, the Show, your participation/appearance, the production team or any other participants in the Show or any other information which may come to your knowledge (including without limitation in relation to Viacom18, producer or any of its employees, consultants or vendors).
28. The parent/legal guardian/ Minor Applicant/Participants 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 Applicant/Participants and the Organizer shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.
29. The Minor Applicant/Participant hereby agrees to fully indemnify the Organizers against any claims for expenses, damages, or any other payments of any kind, including but not limited to that arising from his/her actions or omissions while participating in the Audition or the Show or arising from any representations, misrepresentations or concealment of material facts.
30. These Terms and Conditions can be modified by the Organizers at any time and the parent/legal guardian/ Minor Applicants are required to keep themselves updated about such changes. By participating in the Auditions, it will be deemed that the parent/legal guardian of the Minor Applicants have read, understood and accepted these Terms and Conditions.