

INDIAN IDOL Junior – SEASON 2

TERMS AND CONDITIONS GOVERNING PARTICIPATION IN INDIAN IDOL JUNIOR SEASON 2

(These “TERMS AND CONDITIONS”)

1. Definitions

- “**Show**” Indian Idol Junior – Season 2, which would be telecast on the Channel. Without limitation the Auditions and each round leading up to and including the selection of the final winner of Indian Idol Junior – Season 2.
- “**Channel**” The Channel ‘Sony Entertainment Television’ which is owned by the Multi Screen Media Private Limited
- “**Company**” Multi Screen Media Private Limited (‘**MSM**’) and/or its affiliates, the “Organizers” of the Show.
- “**Participant(s)**” Children who have attained the age between 5 year to 15 years as on 5th March, 2015 who are participating for the Show after being registered by the Registrant(s) being their Parent or Guardian.
- “**Parent or Guardian**” Parent shall mean the natural parent of the Participant(s) being his or her biological Father or Mother. Guardian shall mean such Guardian as appointed by a District Court under the relevant provisions of the Guardians and Wards Act, 1890. Any other claim for Guardianship shall have to be established by way of proper documentation and Company shall have the sole discretion to decide about allowing such Participant(s).
- “**Registrant(s)**” Any person being the Parent or Guardian of the child/children who registers for his child to participate in the Show via the following platforms:.
1. SMS
 2. IVR
 3. Online on Sony Liv website (with upload of video or audio)
 4. Sony Liv App on Android / IOS (with upload of video or audio)
 5. Or any other platform / medium that the Company shall include / advertise from time to time
- “**Contributors**” Any person, other than the Participant(s), who participates, attends and/or is present at any of the Auditions, Show, Theatre Audition Rounds, and/or the Final.
- “**Judges**” Such person(s) as the Organizer(s) may nominate from time to

time to assist them in selection of the Final Participant(s) through various rounds of the Show commencing from Auditions, Theatre Audition Rounds, and/or upto the final round or Finale of the Show.

- “Producer”** Fremantle India Television Productions Private Limited (**“Fremantle”**) & any production company appointed by MSM
- “Organizers”** The Company and the Producer for the Show
- “Jury”** The creative team of the Channel, judges of the various audition rounds, panel of judges for shortlisting entries/regitrations through digital rounds and such other persons which Organizer(s) nominate from time to time for the purposes of shortlisting the Participant(s) for various rounds of Auditions for the Show.
- “Auditions”** The auditions taking place in Kolkata, Delhi, Mumbai, and Chandigarh , or such other place and/or location as may be designated by the Organizers.
- “Release Form(s)”** Any release form supplied from time to time by the Organizers and which Regitrant(s) are required to sign in connection with the Show for the purpose of participation of the Participant(s).
- “Spectaculars”** Any of the weeks during which the Spectaculars (defined in clause 9) will run.
- “The Final 120 Participant(s)”** The approximate 120 number of Participants to be invited to participate in the Theatre Audition Round. The number of final participants in this round may vary as per discretion of MSM

“The Final 12 Participant (s)”	The approximate 12 number of Participants selected to participate in the gala round. The number of final participants in this round may vary as per discretion of MSM
“The Finalist(s)”/“Finale”	The approximate top three (3) Participants selected to participate in the Final round or Finale. The number of finalists in this finale may vary as per discretion of MSM
“Terms and Conditions”	These Terms and Conditions (“T&C”) governing the Show, stated herein in entirety , as may be amended from time to time shall be binding on all the Registrant(s) for the purpose of participation by the Participant(s) in the Show
“Schedule”	An episode or a set of episodes to be recorded and/or recording dates as pre-determined by the Company
“Viewer”	Any personnel who complies with the pre-requisites laid down by the Organizers, and wishes to register for the Show
“Studio”	Any studio as decided by the Organizers where the shoot for the Show and/or part of the Show and/or promos of the Show takes place.
“The Wildcard Entry ”	A round designated by the Organizers as the wildcard round comprising of any one (1) or two (2) Participant(s) as may be selected by the Organizers from the Participant(s) selected upto Theatre Audition Round to participate with the other 12 finalists in the gala round at the sole discretion of Organizers.
“The Winner” 	The Participant who wins the Show in the Finale episode of the Show.
“Theatre Audition Round”	The round following the Auditions, to take place in Mumbai or such other place and/or location as may be designated by the Organizers.
“Jump the Queue Contest”	The video’s uploaded by the Registrant(s) for the purposes of registration of the Participant(s) through the Online and App platforms which generates maximum number of thumbs up by the users for respective city on www.Sonyliv.com and the Sonyliv app (considered together) shall be eligible to jump the queue in their respective audition city for the Auditions round. The top five (5) Participant(s) or such number of participant(s) (as decided by Organizers in its sole discretion from time to time) for each of the Audition city shall be eligible to jump to queue and perform directly in the Auditions round of the Show.

2. Entry Procedures to the Show

- 2.1 Registration for participation in the Show shall be open on March 9, 2015 at 20:30:00hrs on the following 4 platforms:
- 2.1.1 Online on the Sony Liv website "www.SonyLIV.com" ("Website")
 - 2.1.2 IVR
 - 2.1.3 SMS
 - 2.1.4 Sony Liv App for Andorid and IOS provided the browser is compatible with required functionality.
- 2.2 The Registrant(s) shall fulfil the following criteria:
- 2.2.1 The Show is open to the Participant(s) being children between the ages 5 and 15 years of age as on March 5th, 2015. The application and Release Form(s) should be reviewed, approved and signed by the Registrant(s) being the Parent or Guardian of the Participant(s).
 - 2.2.2 Citizens of India or hold a valid Indian passport.
 - 2.2.3 Person of sound mind
 - 2.2.4 Persons who have not qualified until the Theatre Round of the previous seasons of Indian Idol Junior.
- 2.3 The promotions will be aired on the Channel inviting all viewers to register for the Show. The detailed timelines (subject to change) for registration are as below:

2.4

Location	Audition Date		Lines Open		Lines Close	
	Start date	End date	Date	Time	Date	Time
Kolkata	04-Apr-15	05-Apr-15	09-Mar-15	00:00:00	29-Mar-15	23:59:59
Delhi	11-Apr-15	12-Apr-15	09-Mar-15	00:00:00	05-Apr-15	23:59:59
Chandigarh	18-Apr-15	18-Apr-15	09-Mar-15	00:00:00	12-Apr-15	23:59:59
Mumbai	25-Apr-15	26-Apr-15	09-Mar-15	00:00:00	19-Apr-15	23:59:59

- 2.5 The IVR calls / SMS / Online on Sony Liv website/ Sony Liv App submission (together referred to as "**Entry**") for participating should have been completed on or before closing of the registration lines and should be correct format as set out in clause 2.7.1 (in case of SMS), clause 2.8 (in case of IVR calls) and clause 2.9 (in case of Online submissions) and clause 2.9A (Sony Liv App registrations) in order to be considered as a valid entry ("**Valid Entry/ies**").
- 2.6 The cellular/landline number from which the registration is received will be used as unique identification number received to identify the Registrant(s). Each Registrant(s) may submit multiple entries. Valid Entries shall only be considered for the random selection process for the specific audition location
- 2.7 To participate in the Show, the Registrant(s) has to send the Entry to the number prescribed in the grid below and as stated in the promotions of the Show:

Operator	SMS Number	IVR Number
All operators	5252525	5052525*
Website	www.SonyLIV.com	
**Through SONY LIV App on iOS & Android		

*BSNL subscribers in Haryana, Rajasthan and Punjab need to call on 1255525 to participate /send in their entry.

Operator Charges on IVR- Upto Rs.6.99/min. Available with Airtel,BSNL, IDEA, TATA & Vodafone. Please check with your respective operators
No entry fee applicable

Operator charges on SMS - BSNL-Rs.6/SMS, Others- Rs.5/SMS. No entry fee applicable.

Available with Airtel, Aircel, BSNL, IDEA, MTNL-Mumbai, MTNL-Delhi, Reliance, TATA Docomo, TATA Indicom, Virgin Mobile & Vodafone in select circles. Please check with your respective operators.No entry fee applicable

**The SONY LIV App is available for download from the Google Play Store and Apple App Store

2.8 **How to answer through SMS?**

2.8.1 The Registrant(s) is required to send the SMS for the registration of the Participant(s) in the following format :
IDOL<Space>(age)<space>(gender)<space>(audition location). For instance, if a Parent / Guardian wats to register their male child who is 10 years old (as on March 5th, 2015) for Mumbai, he will need to send the SMS in the following manner: <IDOL 10 M MUM>

The city codes of audition locations are as below:

City	Code
Kolkata	KOL
Delhi	DEL
Chandigarh	CHA
Mumbai	MUM

2.8.2 The following data fields will be stored (1) Number from which SMS is received (2) Message (3) date of receipt (4) time of receipt (5) response sent (valid/invalid) (6) Circle (7) Operator

2.8.3 In case of error in SMS format, the response message will read on the lines of “Invalid format. SMS IDOL<space>age in completed years<space>gender<space>preferred audition city to 5252525. T&C’s on www.SonyLIV.com .Rs 5/SMS. ”

2.8.4 The acknowledgement message for entries sent in the prescribed format will read on the lines as “Thank you for registering for Indian Idol Junior 2 . If shortlisted, the Indian Idol team will contact you. T&Cs on www.SonyLIV.com. Opeator Charges upto Rs5/SMS. Available in selected operators/circles. T&C apply.No entry fee is payable.

2.8.5 Roaming rates may apply and Registrant should contact the telecom service provider for the applicable rates.

2.8.6 Invalid entries will also be charged.

2.9 **How to answer through IVR?**

- 2.9.1 Call on 5052525. The IVR will welcome the Registrant(s) and ask for preferred language option which is press 1 for English and 2 for Hindi. BSNL landline subscribers in Haryana,Punjab & Rajasthan can call on 1255525.
- 2.9.2 The Registrant(s) will be asked to enter his/her acceptance/agreement to the terms and conditions uploaded on the website www.SonyLIV.com. 1 for agreement, 2 for refusal.
- 2.9.3 The Registrant(s) will be asked to choose his/her preferred audition city as follows:
 - 2.9.3.1 1 for Delhi
 - 2.9.3.2 2 for Mumbai
 - 2.9.3.3 3 for Kolkata
 - 2.9.3.4 4 for Chandigarh
- 2.9.4 The Registrant(s) will be asked to enter Participant(s) age, in completed years as on March 5, 2015 (for e.g. if a person is 12 years and 11 months old, they will have to enter 12)
- 2.9.5 The Registrant(s) will be asked to enter gender of the Participant(s)(1 for male and 2 for female)
- 2.9.6 And the call will end with a thank you note / play back option.
- 2.9.7 Thank you message will be played.Roaming rates will also apply and Registrant(s) should contact their respective telecom service provider(s) for the applicable rates.
- 2.9.8 If any of the information requested during the IVR is not provided by the Registrant(s) as per the instructions of IVR within four (4) seconds then the instruction will be repeated once again, after which also if the answer is not received for further four (4) seconds then a termination message will be played and the call will end. If answer is not received in the correct format, or is not from amongst the acceptable answer options, the question will be repeated once again; if an invalid response is received a second time, then a call termination message will be played and the call will end. On answering as per the format, the Registrant(s) will be asked to confirm his/her entry or re-enter his /her response. If a Registrant(s) does not confirm the answer entered by him/her the second time, termination message will be played and the call will end.

2.10 **How to enter the Show online**

- 2.10.1 Registrant(s) to log on to www.SonyLIV.com for the purpose of entering the details of the Participant(s)
- 2.10.2 Registrant(s) to enter the following mandatory information
 - 2.10.2.1 Full Name of the Registrant(s)
 - 2.10.2.2 Contact number
 - 2.10.2.3 E mail id
 - 2.10.2.4 Full name of the Participant(s)
 - 2.10.2.5 Relationship with the Registrant(s)
 - 2.10.2.6 Preferred audition location
 - 2.10.2.7 Age of the Participant(s) (as on March 5, 2015)
 - 2.10.2.8 Gender of the Participant(s)

2.10.3 The Registrant(s) must then check the box that signifies his/her agreement with the Terms and Conditions governing the Show and the information provided is correct.

2.10.4 the Registrant shall then upload a video of the Participant(s) singing as per the following specifications (“**Audition Videos**”):

Video size	50 MB
Video format	.mov .mp4 / .mpeg4
Music size	3MB
Music formats	.aac .mp3

2.10.5 Registrant(s) shall ensure that the Audition Videos of the Participants must conform to the requirements:

- 2.10.5.1 Performance must be a cappella (no instruments or backing track)
 - 2.10.5.2 Audition Videos must have been recorded within the past two (2) months and should not be digitally enhanced or distorted
 - 2.10.5.3 Audition Videos must only contain the Participant and no other member.
 - 2.10.5.4 Audition Videos must NOT contain material which is sexually explicit, obscene, pornographic, violent (for example, relating to murder, weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (for example, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.
 - 2.10.5.5 Audition Videos must NOT include mention or feature any uncleared copyrighted material, including but not limited to music, films, books, television programming, artwork, sculpture, photographs, etc., or identifying descriptions of any copyrighted material.
 - 2.10.5.6 Audition Videos must NOT contain derogatory references to the Producer, the Company, the Channel, etc.
 - 2.10.5.7 Audition Videos must NOT include any third party trademarks, logos, insignia, location signage, etc.
 - 2.10.5.8 The songs in the Audition Videos should be in Hindi only
 - 2.10.5.9 Registrant(s) can upload only one video of the Participant(s) for the registration.
- 2.10.6 All Audition Videos, audios, pictures and other text material uploaded by the Registrant(s) on the website should be original and should not attract any copyright issues/ claims by any other individual/ party.

- 2.10.7 Organizers will not be liable or held responsible in case of any disputes / copyright issues with respect to the Audition Videos uploaded on to the website by the Registrant(s)
- 2.10.8 Organizers will be given the undisputed right to use the Audition Videos uploaded by the Registrant(s) and to cut / edit / alter the same to suit its use in promotion of the Show and / or post it on its website or any medium in any manner now known or hereinafter invented.
- 2.10.9 Organizers has the right to reject posting of the Audition Videos on to its website in case it feels that the same is inappropriate or for any other subjective reason such as, not meeting its creative standards, not clear, video being blank, or that the video does not meet the standard and practices (S&P) standards as per the Programming Code in the Ministry of Information & Broadcating (MIB) Advisory.
- 2.10.10 All Audition Videos shall be internally moderated by the Organizer's moderation team. The Organizer is not liable to disclose its scoring / selection process and will not entertain any questions with respect to the same.
- 2.10.11 Participant(s) that are selected via the online medium (through www.SonyLIV.com) shall go to such Audition Venues as provided by the Organizers. However, the Organizers have the right to make alterations to the same based on their creative needs.
- 2.10.12 Organizers will not be responsible for the Audition Videos that have been lost due to traffic, service breakdown at the end of the internet service provider, or the closure of the registration lines while the registration is in progress or any other reasons beyond the control of Organizers.
- 2.10.13 By submitting the Audition Videos, the Registrant(s) hereby grants to the Organizers, in perpetuity, an exclusive, irrevocable, royalty-free, sublicenseable and freely transferable right to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Audition Videos for any purpose whatsoever, throughout the universe, including, without limitation, in connection with (i) the Show, including, without limitation, advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights, and redistributing part or all of the Show and subsequent seasons of the Show (and derivative works thereof), and (ii) the business of Organizers network of Internet websites, wireless applications, interactive television, video on demand and any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which the Organizers may distribute content to end users, whether now existing or hereafter developed (together, the "**Platforms**"), in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit or other obligation to the Registrants.
- 2.10.14 Any attempt to deliberately damage or undermine the legitimate operation of this online registration portal may be a violation of criminal and civil laws and should such an attempt be made, the

Organizers entities reserve the right to seek damages to the fullest extent of the law.

2.10.15 The Registrant(s) acknowledges and agrees that the Organizers entities, their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: incomplete, lost, late, misdirected, or illegible submissions or for failure to receive submissions due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Organizer entities or otherwise, that may limit a Registrant(s) / Participant's ability to participate in the Online registration.

2.10.16 In case MSM does not own the digital rights of the song or the content performed by the contestant/Participant(s), the video may not be uploaded onto the Website and Sony Liv App for entry to Digital Idol contest and Jump the Queue contest, however the entry will be deemed valid as long as the same has cleared the moderation process.

2.11 **How to enter the Show through the Sony Liv App**

Registrant(s) should download the Sony Liv App from the Apple Store for IOS and Google play for Android.

- (i) After the App is downloaded and ready for use, click on the icon of the App. After the App opens, click on 'submit video'.
- (ii) The Registrant(s) will have to enter the following mandatory information:
 1. Full Name of the Registrant(s)
 2. Contact number
 3. E mail id
 4. Full name of the Participant(s)
 5. Relationship with the Registrant(s)
 6. Preferred audition location
 7. Age of the Participant(s) (as on March 5, 2015)
 8. Gender of the Participant(s)
- (iii) The Registrant must then check the box that signifies his/her agreement with the Terms and Conditions governing the Show and the information provided is correct.
- (iv) The Registrant shall then upload a video of the Participant singing as per the following specifications ("**Audition Videos**"):

Video size	50 MB
Video format	.mov .mp4 / .mpeg4
Music size	3MB
Music format	.aac .mp3

- (v) Registrants will ensure that the Audition Videos to be put on Sony Liv App follows the requirements stated in 2.9.5 to 2.9.15.

1.1 Randomization process:

- 1.1.1 All correct Valid Entries received across all 4 platforms will be collected by MSM and shall be processed through randomizer software and/or any such other randomizer method/process which shall be final and binding on the Registrant(s) and the Registrant(s) while submitting Entries on behalf of Participant(s) agrees to accept Organizers decision as final without any further claim in this regard..
- 1.1.2 While multiple entries from the same landline / mobile telephone number will be considered by the randomizer software, once a landline / mobile telephone number is shortlisted for Auditions, it would not be shortlisted the second time across any of the remaining Audition cities.
- 1.1.3 The shortlisting of Valid Entries for the first round by the randomizer software shall be on the basis of the criteria as specified under this T&C's in addition to certain pre-defined reservation criteria (fixed as per sole discretion of Organizers) on reasonable endeavours basis
- 1.1.4 In the event one or more cells of the grid are not capable of being completed by the randomizer software due to inadequate Valid Entries, the balance may be filled from amongst the Valid Entries at the discretion of the Organizers.

1.2 Inform Registrant(s) about Audition shortlisting process

- 1.2.1 The Registrant(s) of the shortlisted entries by the Organizers through randomizer software from correct Valid Entries received through 4 (SMS / IVR / Online / Application) platform will be informed by SMS on the number used for / provided during registration as per the details available with the Organizers.
- 1.2.2 The Company shall not be held liable for telephone system difficulties, downtime of systems, back-up of data, telephone system capacity and other technical impediments during the registration process.
- 1.2.3 The Company shall not be responsible and/or liable in any manner whatsoever in case the Registrant(s) is unable to participate in the audition process due to failure in delivery of the confirmatory message/ call the registration does not guarantee the selection or participation of the Registrant(s) in the Audition and such selection shall be as per the sole discretion of Organizer.
- 1.2.4 The Registrant(s) shall not and waives any right to question the selection process, non selection of the Participant(s) and/or the selection of any other Participant(s).
- 1.2.5 The registration does not guarantee the selection or participation of the Registrant in the Audition and such selection shall be as per the sole discretion of Organizer. The Registrant(s) and his Parent(s) / Guardian(s) shall not and waives any right to question the selection

process, non selection of the Registrant(s) and/or the selection of any other Registrant(s).

1.2.6 The Organizers shall not be held responsible to verify the identity of the Parent / Guardian of the Registrant(s). No claims / queries in respect of the same shall be entertained. In case of any doubts / queries with respect to the same, the Organizer may, without providing any notice and reason, disqualify the Registrant(s) from further participant in the rounds of the Show.

1.2.7 Any entry made by the Registrant(s) are not transferrable in case of any other child/children of the Registrant(s) other than the Participant(s) whose details have been entered.

1.2.8 In the event that a registration is contested and it is not possible to determine with certainty the person who registered from that particular telephone number, the entry would be disqualified. Registrant(s) are requested to use phone numbers which are unique to them and where they do not foresee such difficulties.

1.2.9 Timelines are subject to change based on on-ground conditions, degree of participation, technical issues, force majeure reasons, etc. Channel and Company are not responsible if the out bound dialer call is not successful due to:

- a) Line being busy
- b) Congestion
- c) No answer received
- d) Poor call conditions / unclear reception
- e) Number engaged
- f) Call drop
- g) Other reasons that could render a call unsuccessful or terminate it.

1.2.10 MSM and its agents, affiliates and representatives will use their best efforts to contact the selected Registrant(s), but will not be responsible or liable in any way whatsoever if the Registrant(s) cannot be reached by SMS and by Out bound dialer call 2 attempts each made by the Company.

1.2.11 The Company will attempt to inform the Registrant(s) about his/her selection atleast 2 days prior to the Audition for which he/ she has been shortlisted. This shall be done on a best effort basis and shall not be deemed to be grounds based on which the Registrant(s) changes his / her location of the audition.

1.2.12 In the event the Registrant(s) is not available on the defined audition dates, the Registrant(s) will not be permitted to change his / her Audition location.

1.2.13 Post submission of the entry via SMS or IVRS, the Registrant(s) will not be permitted to modify / alter / change any details submitted.

1.2.14 If entries are received for participation, it is assumed that the person sending in the entry has provided us with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry. Organizers and/or its authorized agents, affiliates and representatives will use their reasonable efforts to contact the Parent(s) / Guardian(s) of the selected Registrant(s), but will not be

responsible or liable in any way whatsoever if the Registrant(s) cannot be reached again in the event the call gets dropped or disconnected.

1.2.15 Organizers and/or its authorized agents, affiliates and representatives will use their reasonable efforts to contact the selected Registrant(s), but will not be responsible or liable in any way whatsoever if the Registrant(s) cannot be reached again in the event the call gets dropped or disconnected.

1.2.16 The Registrant(s) need to carry with them the following documents:

1.2.16.1.1 For valid name proof (any one of the following):

1.2.16.1.2 PAN Card

1.2.16.1.3 Passport

1.2.16.1.4 Voter ID or

1.2.16.1.5 Driver's License

1.2.16.2 For Valid address proof (any one of the following):

1.2.16.2.1 Landline Phone / Electricity Bill

1.2.16.2.2 Passport

1.2.16.2.3 Voter ID

1.2.16.2.4 Driver's License or

1.2.16.2.5 Ration card

1.2.16.2.6 1 passport size photograph plus 1 full length and 1 frontal photograph

6

Jump the Queue and Digital Idol contests : **Jump the Queue Contest**

The Registrant(s) shall be entitled to register their Participant(s) for the purpose of Audition of the Show via digital process being through (i) online on the Sony Liv website www.Sonyliv.com and (ii) Sony Liv App for Android and IOS. To register via digital process, the Registrant(s) shall upload the audio and/or video of the Participant(s) as per the specifications provided in 2.10 and 2.11 above.

Amongst all the valid Audition Video's received by Organizer's, the screened and approved Audition Videos that are shortlisted by Organizer through randomizer on daily basis shall be uploaded by the Channel on the Sony Liv App and Website

The shortlisted audio's and/or video's uploaded by the Channel which generates maximum number of thumbs up by the users for respective city on www.Sonyliv.com and the Sonyliv app (considered together) shall be eligible to jump the queue in their respective selected audition city for the Auditions round.

The top five (5) Participant(s) or such number of participant(s) (as decided by Organizers in its sole discretion from time to time) for each of the Audition city shall be eligible to jump to queue and perform directly in the Auditions round of the Show.

For clarity purposes, the total no. of thumbs ups across the website and app will be considered together to determine the winner of the Jump the Queue contest. Following will be the timelines for Jump The Queue contest, which may be amended as per sole discretion of MSM:

City	Start date	End date (Subject to change)
Kolkata	9 th March 2015	29 th March 2015
Delhi	9 th March 2015	5 th April 2015
Chandigarh	9 th March 2015	12 th April 2015
Mumbai	9 th March 2015	19 th April 2015

Digital Idol Contest

The Registrant(s) shall be entitled to register their Participant(s) for the purpose of Audition of the Show via digital process being through (i) online on the Sony Liv website www.Sonyliv.com and (ii) Sony Liv App for Andorid and IOS.

To resgiter in Digital Idol, the Registrant(s) shall upload the audio and/or video of the Participant(s) as per the specifications provided in 2.10 and 2.11 above. All the Audition Video's shall be evaluated by the creative team of the Organizers and/or and/or jury decided by Organizers based on the singing abiliy and such other paramters/criteria's decided by Channel in its sole discretion.

Amongst all the valid Audition Video's shortlisted by Organizer's through randomizer, Channel's creative team shall shortlist top twelve (12) Participant(s) who shall be entitled to participate and perform directly in front of jury (decided by Organizers) during the Audition round held in Mumbai. The jury will shortlist top four (4) Participant(s) who shall be entitled to perform in front of the Judges of the Show during the ground Audition.

For Participant(s):

- Consent letter for participation from Parent(s) / Guardian(s)
- 1 passport size photograph plus 1 full length photograph
- For valid name proof (any one of the following):
 - Birth certificate
 - Bonafide certificate with the child's identity attested by the Principal of the school being attended/ School ID Card
 - Passport
 - Ration card
- For valid age proof (any one of the following):
 - School ID Card
 - Passport
 - Ration Card
 - Birth certificate

1.2.17 The Registrant(s) will need to carry the original document and 2 attested photocopies of each document. All the above mentioned documents must be in Hindi or English only.

1.3 Registrants will be invited to attend at a location and time specified by the Organizers for the purpose of bringing the Participants to participate in the Auditions. It is anticipated that the Auditions will take place in Kolkata, Delhi, Mumbai, and Chandigarh or such other place and/or location as may be designated by the Organizers.

1.4 The Organizers may, at its sole discretion, choose to hold an open audition following the Auditions.

1.5 Notwithstanding the aforesaid, the following category of persons are not eligible to enter, take part nor participate in the Show: (a) full-time employee(s) of Company, FremantleMedia, and immediate family members of such employee(s) as may be determined by the Organizers in its sole and absolute discretion; and (b) the employee(s) of any company that are part of the production of the Show, including the prize providers/sponsors.

2 Telephony

2.2 In the event the Registrant(s) uses a public phone or phone or sim card not registered in his/her name for registration, the Organizers will not be responsible to track the Registrant(s).

2.3 In the event it is not possible to determine with certainty the person who registered from a particular telephone number/mobile number, that entry would be disqualified. Registrant(s) are requested to use phone numbers which are unique to them.

- 2.4 Organizers shall not be liable for any failure of the IVR or SMS server or system, any call drop during participation or incomplete registrations submitted by Registrant(s).
- 2.5 Post submission of the entry via SMS,IVR,App or Online, the Registrant(s) will not be permitted to modify / alter / change any details submitted.
- 2.6 The Organizers shall endeavor to make all reasonably practicable arrangements to minimise telephone system and website server difficulties, ensure uptime of systems / servers, back-up of data, telephone system / website server capacity, and prevent other technical impediments, but cannot provide any guarantee in respect thereof as these are dependant on external utilities/ service providers.
- 2.7 Organizers and its sub-contractors are not responsible for delayed receipt or non-receipt or incomplete receipt or corrupt receipt of registration entries.
- 2.8 The Organizers accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Registrant(s) are unable to participate in the Audition due to failure on the part of the telecom operator / website service provider, facility provider, etc, or due to capacity constraints.

3 Auditions

- 3.2 The Participant(s) accompanied by the Registrant(s) will have to be present at the allotted Audition venue on the date and time allotted to such respective Participant(s) alongwith the documents and photographs required (both in original and attested photocopy). The Registrant(s) must carry the registration number provided to them through SMS and Out-bound dialer call and provide the same to the Organizer's at the registration desk Inability to provide the Organizer with the registration number at the registration desk could result in a possible disqualification from the Show..
- 3.3 If the Audition dates are during school term times, it is the responsibility of the Registrant(s) to obtain confirmation of authorised leave of absence during school term times for the Participant(s) from the school and/or local authority. The Organizers will not be liable where the Registrant(s) do not obtain such authorization for their Participant(s).
- 3.4 Organizers at its own discretion can have auditions at smaller cities to solicitate participation. These auditions will be conducted for non-registered viewers only. Venues and cities for such walk-in auditions will be at the discretion of the Organizers.
- 3.5 Organizers may also allow / accommodate unregistered Participant(s) to perform at the main Auditions at its own discretion provided such Participant(s) fulfill the conditions of participation for a child participant.
- 3.6 The doors for the auditions will be between 08:00 a.m. and 0:00 pm or at such time as the Company may decide in its sole discretion. The late entrants may stand disqualified from the Audition process at the discretion of Company. The Company reserves the right to restrict /close the doors early i.e. before the end duration as specified herein if the seats are full or for any other reasons of whatsoever nature
- 3.7 Each Participant(s) will be provided a unique registration number, which he/she must carry with him/her at all times while at the Audition.Each Registrant(s) will have to sign a registration form alongwith a Release Form, non-disclosure agreement and the a copy of this Terms and Conditions in order to enable their children being the Participant(s) to participate in the

Auditions. Organizers's authorized representatives will have the final right to refuse registration/eligibility at their sole discretion.

- 3.8 In case the Participant(s) appears at the Audition location without his / her Parent / Guardian being the Registrant(s), such Participant(s) shall not be allowed to enter the auditions and shall stand disqualified.
- 3.9 Subject to completion of formalities as prescribed by Organizers , the Participant(s) will have to go through (2) two rounds:
 - 3.9.3 Pre – casting: where the Participant will be taken to a room and asked to sing in front of the casting crew. If the Participant(s) fail to get selected in the Pre-casting round, then he/she shall be disqualified from further participation in the Show.
 - 3.9.4 Jury round: Post selection in the pre-casting round, the Participant(s) will be taken to sing in front of the judges forming a part of a Jury
- 3.10 The number of Participants to be selected and the number of selection rounds to be conducted shall be at the sole discretion of the Organizers.
- 3.11 Based on the Organizers 's requirement and creative discretion, the final selection of first Final 120 Participant(s) (approximately) for the next round of the Show will be made from amongst the shortlisted pool of Participants at the Jury round.
- 3.12 Registrant(s) must ensure that the Participant(s) maintain the decorum of the Audition venue. Further, the instructions of the Organizer's shall be adhered to strictly. Any Registrant(s) or their Participant(s) who acts in contravention to the instructions of the Organizers or creates nuisance either to the Organizers or to any other person, shall immediately be disqualified from participating in the Audition and the Show and shall be asked to leave the Audition venue.
- 3.13 The Organizers shall shortlist Participant(s) after the Auditions at all venues as required, out of which only a limited number of Participant(s) shall be selected for further selection processes in the Show.
- 3.14 The decision of the Organizers in connection with the Audition including but not limited to short listing the Participant(s) will be final & 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.
- 3.15 The Participant(s) will be invited to perform whole or part of a song in Hindi following which they will be told whether they have been called back to perform in front of the Judges. Participant(s) should have at least two songs prepared and will be asked to sing a cappella (without music). No musical accompaniment (whether recorded or live) will be permitted.
- 3.16 Participant (s) can make it only once to the Audition round of the Show across all the Episodes of the Show. Any Participant(s) who has made it once to the Audition round of the Show, he/she will not be eligible to participate further in the Show.
- 3.17 The Organizers will notify the Participant(s) who have been chosen to go through to the Theatre Audition Round of the Show as soon as reasonably practicable after the Auditions. The Organizers shall not be obliged to notify unsuccessful Participant(s) of its decision.
- 3.18 The Organizers shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Registrant(s) for their child/children being the Participant(s) in the event that the Organizers is not able to permit the Participant (s) to take part in the Audition or Show in accordance with any of the foregoing provisions.

- 3.19 All cost incurred for participating in Auditions is to be solely borne by Registrant(s) on behalf of the Participant(s) and the Organizers shall not be liable in any manner whatsoever.
- 3.20 The Judges of the Show may or may not be present at the Audition centres of the Audition.
- 3.21 If a Participant along with Registrant(s) are unable to appear for the Audition at the stipulated venue and time, he/she shall be disqualified from further participation.
- 3.22 Organizers shall not entertain any request by the Registrant(s) or the Participant(s) for change in the dates and venues of Audition.
- 3.23 The Audition process may take more than one day, and the Participant(s) would be required to be present for the entire period of the Audition as informed by the Organizers and all costs including but not limited to boarding, lodging etc will be borne by the Registrant(s) for their child/children being the Participant(s) only.
- 3.24 Notwithstanding any other provisions in this Agreement, the Organizers may, at its sole and absolute discretion, cancel or reschedule the Auditions, or hold additional Auditions on such other dates and at such places as it may determine and the Participant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Organizers and shall attend at any and all such additional Auditions.
- 3.25 Cameras and photography by the Participant(s) will not be permitted at the Audition or the Shoot venues.
- 3.26 The Registrant(s) understands that getting shortlisted in the Audition is only a preliminary step towards further participation of the Participant(s) in the Show and it shall be the absolute and sole discretion of the Organizers to allow participation based on creative requirements.
- 3.27 All Auditions will be subject to such timing stipulations and requirements as may be determined by the Organizers. Organizers makes no representations, warranties nor provides any undertaking to any of the Participant(s) that any or all of the Participant(s) will be able to perform or audition (whether before the Judges or otherwise) at the time and/or place in accordance with the invitation for Audition. Organizers shall not be liable nor responsible for any damages, losses, costs, expenses or otherwise suffered by any of the Participant(s) in the event that the Organizers is not able to permit the Participant(s) to perform or audition in accordance with any of the foregoing provisions.
- 3.28 Notwithstanding any other provisions in this Agreement, the Organizers may, at its sole and absolute discretion, hold additional Auditions on such other dates and at such places as it may determine and the Participant(s) shall adhere to and abide by any and all instructions, requirements and timing stipulations as determined by the Organizers and shall attend at any and all such additional Auditions. The Participants shall be appropriately dressed and must follow all the instructions of Organizers failing which they shall immediately be disqualified from participating in the Audition and the Show and shall be asked to leave the Audition venue

4 Information

- 4.2 Registrant(s) is required to furnish necessary supporting documentation as proof of age, address, name, photo identity and nationality i.e. one original and attested photocopy each of either (i) passport/driving license or (ii) PAN Card along with birth certificate and ration card or (iii) voter identity card with birth certificate. These documents have to be in English or Hindi language.
- 4.3 Organizers may, at its discretion contact the Registrant(s), if required, for any clarifications needed for the information provided in the registration.
- 4.4 The Organizers have the right at any time to require proof of identity and/or eligibility. Failure to provide such proof within a reasonable time could result in disqualification from the Show.
- 4.5 In case there is any mismatch of details in any round of the Show, the Participant(s) may be disqualified from further participation in the Show, if Registrant is unable to resolve discrepancies.
- 4.6 All personal details and information requested by and supplied to the Organizers by each Registrant(s) must be truthful, accurate and in no way misleading. The Organizers reserves the right to disqualify any Participant(s) from the Show or Audition in its sole discretion, should the Registrant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information or should at a later stage it is found that the details so provided are incorrect or misleading.
- 4.7 If at any time, including after disbursement of prize, any information submitted by the Registrant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the Registrant(s) shall be liable to refund all amounts received from the Organizers.
- 4.8 Organizers may use the information provided by the Registrant(s) to verify age and identity and to carry out background checks with law enforcement and government agencies. Organizers may share the information provided by the Registrant(s) as part of the selection process and in connection with the production and promotion of the Show.
- 4.9 Organizers shall keep all the information collected from the Registrant(s) confidential and shall share the same with the Organizers for the purpose of inviting the Registrant(s) for the purpose of bringing the Participant(s) for the audition, if selected. Organizers shall ensure that the Registrant(s) are contacted by the Organizers or on behalf of the Organizers only for the purpose of the present Show and all such information collected by the Organizers shall be destroyed if the Participant's are not selected. Organizers shall not share the information so collected with any party, save and except for the purpose of the present Show. The Registrant(s) by providing the aforesaid sensitive personal information hereby agree that the Organizers shall have the right to share the information so collected with such other third party and the Organizers as required for the purpose of the Show and hereby agreed that they shall not file any claim against the Organizers for sharing for such personal information.

5 Shortlisting

- 5.2 Apart from the Participant(s), the Organizers may at its sole discretion provide a chance for entry to the Audition/Show for unregistered individuals also,

based on programming needs, should they arise, or in the event of participation selection process or system failure.

- 5.3 Even after final selection for the Show, the Organizers shall have the right to replace any of the Participant(s) as per their discretion and creative requirement, for the betterment of the Show.
- 5.4 The Organizers also reserves the right to increase or decrease the ratio of the Participant(s) in each Show i.e. increase or decrease the number of Participant(s) who can participate in the Show, without any prior intimation to the Participant(s) and/or the public.
- 5.5 The Registrant(s) understand that the selection of the Participant(s) will be based on a randomizer and selection software.
- 5.6 The Organizers will not entertain and permit the Registrant(s) or any of their representatives to check / audit / challenge the logic of the randomizer or selection software.
- 5.7 The Organizers may in its sole discretion exclude a Participant(s) from participating in the Audition/Studio Part of the Show which may include without limitation (i) circumstances which, in the Organizers view, renders the Participant(s) unfit to participate therein; (ii) inability to produce documentation specified by the Organizers proving the identity of the Participant(s); (iii) any other reason that, at the discretion of Organizers, would adversely impact the Company, Channel or Show.
- 5.8 At no point of time will the Organizers be obliged to notify Registrant(s) about the unsuccessful Participant(s) of its decision.
- 5.9 Whilst the Organizers shall make all reasonable endeavours to (i) enable Participant(s) to proceed with the Show (ii) to contact all Registrant(s) at each relevant juncture of the Show, the Organizers can make no guarantee thereof and the Organizers shall in its sole discretion be entitled to proceed with the next entitled Participant(s) under these Rules, in case it is unable to successfully contact and communicate with relevant Registrant(s) for the respective Participant(s).
- 5.10 The Organizers will have no liability to Registrant(s) if his child being the Participant(s) is unable to attend or take part in the Show for whatever reason and the Organizers shall be entitled to disqualify the Participant(s), replace any such Participant(s) from the Show at any time, at the discretion of the Organizers.
- 5.11 The Organizers further reserves the right to replace at its discretion any Participant(s) who for any reason fails or is disqualified from or unable to participate in the Show with another replacement Participant(s); notwithstanding that such replacement Participant(s) may have been previously eliminated from the Show and each Participant(s) shall agree to participate in the Show as and when required by the Organizers to do so.
- 5.12 In the event that there is a tie between two (or more) Participant(s), the Organizers shall be entitled to determine in its absolute discretion which Participant(s) is eliminated and/or which Participant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further rounds from the Participant(s) as it in its absolute discretion deems necessary.
- 5.13 No enquiries, appeals, verbal or written, shall be entertained in this regard.
- 5.14 All attempts will be made to protect registration data from loss and corruption, but in the event such data loss happens, and because of the intricate timelines

of the Participant(s) selection process, Organizers may have to continue with whatever data is available, or in any other manner as it may deem reasonable.

6 The Theatre Audition Round

- 6.2 The Final 120 participants approximately will be invited to participate in the next round of the Show to be held in Mumbai in May 2015 which will be termed as the 'Theatre Audition Round'
- 6.3 The Registrant(s) will be invited to bring their child being the Participant(s) to perform a pre-selected song in Hindi chosen at the Organizers discretion and may be required to perform either individually or in a group. The make-up of each group shall be done at the Organizers discretion. The Organizers may also ask the Participant(s) to perform individually the whole or part of a song in Hindi of the Participant's own choice.
- 6.4 The Registrant(s) may also be asked to get additional documents to the Theatre Audition Round. Failure to present the Organizers with such documents shall result in immediate disqualification of the Participant(s).
- 6.5 As soon as reasonably practicable following completion of the Theatre Audition Round, the Participant(s) who have been selected by the Judges to be one of the Finalists and going through to the subsequent rounds of the Show will be notified by the Organizers. The discretion of the Jury will be final and binding in this regard. No questions will be entertained with respect to the same.

7 Speaking to the media and third persons

- 7.2 None of the Registrant(s) and /or Participant(s) shall, without the prior written approval of the Organizers, speak to the press or any other media or any third person, nor give any interviews or comments relating to the Auditions or any aspect of the Show or write blogs, post any messages in social networking or any site including but not limited to Facebook and Twitter. The Registrant(s) and /or Participant(s) shall not disclose any information whatsoever relating to the Organizers to any other party. Any violation of this clause shall immediately disqualify the Participant's prospects of further participation.
- 7.3 The Registrant(s) and /or Participant(s) shall at all times keep confidential the selection process and all details regarding the Show including Auditions which he/she might be informed of or which he/she might learn or come to know of as a Registrant(s) and /or Participant(s) or as a short listed potential candidate.

8 The gala round

- 8.2 The Final 12 Participant(s) (or such other number as decided by MSM in its sole discretion) will go through to the gala round after being so selected amongst the 120 Participant(s) (on approximate basis) in the Theatre Audition Round. It is anticipated that the gala round will tentatively run over the course of [twelve () weeks from such date as decided by MSM.
- 8.3 Each gala round will culminate in the recording of a recorded Show, following which one Participant(s) will be eliminated by public vote until only 3 (three) Participant(s) – the Finalists – remain in the Show.

- 8.4** At the end of the last round of the gala round, the Organizers will notify the Registrant(s) for the respective Finalist Participant(s) of the song such Participant(s) will be required to perform in the Final. The finalists may be required to keep the choice of song confidential.
- 8.5** The Organizers shall be responsible for the travel (shortest route possible) and hotel stay arrangements of the Registrant(s) and the Participant(s). The travel and stay arrangements will be made as per the Organizers' discretion and any request in this regard by the Registrant(s) and /or Participant(s) shall not be entertained. However, in case of Registrant(s) and /or Registrant(s) and Participant(s) residing in Mumbai the Organizers shall not be responsible for making any accommodation arrangements.

9 The Finale or the Final Round

- 9.2** It is anticipated that recording of the Finals will take place tentatively around [August 2015 – September 2015]. The selection of the winner of Indian Idol Junior 2 will be made by public vote .
- 9.3** The Organizers shall make the best effort to abide by the timelines provided. In case of any changes to the timelines, the Organizers have the sole right to alter / prepone / postpone the timelines without providing any Registrant(s)/ Participant(s) / Viewer(s) with any reason for the same.

10 Intellectual property rights and access to personal information

- 10.2** On request of the Organizers, the Registrant(s) shall also make arrangements for the Organizers to have access to Participant(s)' the 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.
- 10.3** As part of Participant(s)' contribution to the Show, the Organizers may request Registrant(s) to allow Participant(s) to participate in any online/interactive activity relating to the Show including without limitation recordings of web-casts, interviews and participation in so-called 'chat-rooms' under the strict parental guidance and monitoring by the Registrant(s). It is a further condition of entry and participation in the Show that Participant(s) ensure and procure from any and all Registrant(s) and their child being the Participant(s) their agreement and execution of the Release Form as devised from time to time by the Organizers.
- 10.4** Registrant(s) shall ensure that the winner Participant(s) of the Show shall make himself/herself available from time to time and co-operate with the Organizers and participate in any activity and/or campaign ("Promotional Activity") of any nature whatsoever without any monetary compensation. Further, the Registrant(s) shall ensure that the winner Participant(s) shall cooperate with the Organizer for any Promotional Activity as required by the Organizers. The Registrant(s) agree that the copyright and all other intellectual property right in any audio visual content of the winner Participant(s) or their performances shall vest with the Organizers, for worldwide and in perpetuity. The Registrant(s) agree and acknowledge that the performances of the Participant(s) are incidental to the Show and are not in any way the lead performances determining the success or failure of the Show.
- 10.5** Any photographs, videos, etc. submitted to the Organizers or recorded by the Organizers 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 Registrant(s) shall ensure that the photos or videos of the Participant(s) submitted by them in any public domain or their performances shall not be obscene, vulgar, defaming, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. In the event of any violation to the aforementioned, the Participant(s) shall immediately be disqualified from taking part in the Show or any further rounds of participation and such Registrant(s) shall solely remain liable for any action (criminal/civil) arising therefrom.

10.6 Acceptance of these Terms and Conditions by the Registrant(s) constitutes permission for the Organizers its affiliates and Organizers to click photographs, record videos of the Participant(s) and use the name, photographs, likeness, voice and comments of the Participant(s) for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any additional compensation whatsoever.

11 General Rules of the Show

11.2 Participation in the Show by sending entries in any of the aforesaid manner shall be considered to be acceptance of these Terms and Conditions.

11.3 There is no registration fee to participate in the Show. The only way to participate in the Show is through the defined processes of registration and audition announced by MSM and as specified under this T&C's uploaded on www.SonyLiv.com. Any person claiming otherwise is defrauding/misleading Registrant(s) and Participant(s).

11.4 Registrant(s) must enter the Show on to enable participation of their children being the Participant(s) and entry(ies) by proxy will not be accepted, even for their family members.

11.5 An entry/ies is not transferrable.

12 The Registrant(s) and Participant(s) acknowledges that he/she has voluntarily chosen to participate in the Audition at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Audition and Show.

13 If it is found that the registration has been done by the child Participant(s) without the knowledge/consent/approval of their Registrant(s)/Parent/Guardian or using the mobile phone registered in the name of the Registrant(s)/Parent/Guardian then such registration shall be invalid and shall stand cancelled.

13.2 Employees of the Company, Organizers, advertising agency, auditors, Organizers contractors which have been appointed from time to time, and also employees of the sponsors; and their respective families; persons other than Indian nationals, or Indian nationals living out of India, or those who do not qualify under the definition of resident of India as per the Income Tax Act, 1961 or those not conversant in spoken Hindi, are ineligible to enter the Show. Failure to provide proof or affidavit of eligibility, including the proof of name, address and correct date of birth within a reasonable time upon request by the Organizers may result in disqualification. The Organizers also reserves the

right to disqualify a Registrant(s) and/or the Participant(s) in case a discrepancy is found to exist in the information furnished/provided/stated by the Registrant(s) during the conversation with the Organizers or any of the Organizers sub-contractors and vendors in the Show, and/or in the information stated in the documents furnished by the Participant(s).

- 13.3 The Registrant(s) 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 Organizers or its affiliates, as the case may be for the purpose of enabling participation of their children being the Participant(s).
- 13.4 The Registrant(s) shall undertake, warrant and guarantee to the Organizers that the Registrant(s) has the full legal capacity to participate in the Show in accordance with these Terms and Conditions..
- 13.5 By registering for the Show, the Registrant(s) represents that Participant(s) is medically fit and do not have present or past psychological ailments. If in the past Participant(s) has had any psychological ailments or have been under medication for any psychological, anxiety, hypertension, depression or any other medical problems, the same shall be disclosed to the Organizers by the Registrant(s) in writing along with a copy of the certificate from a qualified medical practitioner declaring Participant(s) to be fit for participation in the Show.
- 13.6 It is a condition of entry and participation in the Show that the Registrant(s) has to ensure that the Participant(s) has not entered into any contractual, commercial, sponsorship agreement (including but not limited to recording, performing and/or merchandising contracts) or other arrangement for example with a management company or an individual to act as the Participant's manager in respect of his/her musical or performing abilities or the products thereof or in respect of his/her name, likeness, image or biography which might be in breach of the Participant Release Form or the Terms and Conditions or otherwise prevent the Participant(s) from participating in the Show or the broadcast, promotion, exploitation or sponsorship thereof.
- 13.7 Each Registrant(s) himself or herself is also required to refrain from wearing any clothing items bearing designer or sports logos or bearing the name or likeness of a celebrity, living or dead, during the Studio Part of the Show and ensure the same for the Participant(s). Participant(s) are also not permitted to wear or mention any competing TV channel names, or names of competitors of sponsors of the Show.
- 13.8 If entries are received for participation, it is assumed that the Registrant(s) sending in the entry has provided us with permission to send SMSs to or call him / her, whether or not such sender is registered on the National Do Not Call registry.
- 13.9 The Registrant(s) represent that neither 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 the Organizers in writing nor has the Participant(s) been involved in any case under Juvenile Justice Act, 2000. Registrant(s) represent that the Participant(s) is /are not required to be present before any authority including police or any court of law during the shooting dates informed by the Company. and has no other disability which would prevent his/her participation in the Audition or the Show (if selected).

- 13.10 The Registrant(s) acknowledges that he/she has voluntarily chosen to allow the Participant(s) to participate in the Show at his / her free-will and is willing to bear all risk, costs & consequences arising from such participation in the Show..
- 13.11 Participant(s) will not be confirmed as Participant(s) for the Show if they are suffering from any kind of ill health, medical problems (viz.: heart ailment, blood pressure ailment , final stages of pregnancy, etc.). It is the responsibility of the Registrant(s) to ensure that the Participant(s) are medically fit for participation. Nevertheless the final decision regarding their participation in the the Show rests entirely with the Organizers.
- 13.12 The Organizers reserves the right to change the structure of the Show as it sees fit including without limitation by adding auditions / rounds to the Show or requesting additional performances from the Participant(s) and / or changing the anticipated recording schedule and Registrant(s) accept, agree and acknowledge such right of the Organizers and by participating in the Show, Registrant(s) hereby acknowledge and accept that Organizers shall have the sole discretion to do any of the above.
- 13.13 It is a condition of entry and participation in the Show that Registrant(s) to ensure the availability of the Participant(s) to participate in the Show, and Registrant(s) to agree and sign up the Release Form and abide by terms and conditions of such Release Form and the rules, regulations, terms and conditions as devised from time to time by the Organizers including but not by way of limitation the Show rules.
- 13.14 Should any Participant(s) be selected to participate in the Show , it is a condition of participation that with the benefit of independent legal advice, the Registrant shall enter into Prize Agreement(s), including a recording agreement, a prize agreement provided by Organizers or any such other Agreements with such other parties as may be applicable and/or designated by the Organizers as well as the Release Form for the Final 12 participants (or such number of participants as decided in sole discretion by MSM) for the purpose of ensuring that the Participant(s) can be engaged for the purposes of recording and other performances. Should the Registrant(s) fail to enter into these Agreements (or any of them), the Organizers reserves the right to disqualify the Participant from the Show. The Agreement(s) will become fully effective for the final winner Participant only. The Registrant(s) acknowledges that while the commercial benefits under this Show rules may be available to the Winner only, the restrictions contained in these Show rules and in the Contributors Release Forms shall apply to the Registrant(s) and Registrant(s) shall ensure that Participant(s) follow such Rules and conditions laid down in the Release Form.
- 13.15 The Registrant(s) shall ensure that the Participant(s) do not at any stage of the Show discuss with or take advice from any or all of the Judges on any matters relating to their participation in the Show including, without limitation, their performance, appearance or choice of song.
- 13.16 The Organizers and Judges' decision (or, where appropriate, the decision of the voting public, as recorded by the voting service provider) is final and the Registrant(s) acknowledge that the interests of the Show shall override those of any Participant(s) and/ or Contributor(s).
- 13.17 The Organizers reserves the right to ask the Participant(s) to perform a specified song or song from a specified genre of its own choice. At all times

during the Show, the Producer reserves the right of veto over the choice of song, even where Participant(s) are permitted to select the song they wish to perform and all songs selected by any Participant shall be subject to the prior approval of the Organizers.

- 13.18 The Organizers will have no liability to a Registrant(s) and/or Participant(s) who is unable to attend or take part in the Show for whatever reason and the Organizers shall be entitled to disqualify, and at the discretion of the Organizers replace, any such Participant(s) from the Show at any time thereof.
- 13.19 The Organizers reserves the right to amend the Show rules or terminate the Show at any time without any liability to any Participant(s). The Organizers further reserves the right to replace at its discretion any Participant(s) who for any reason fails or is disqualified from or unable to participate in the Show with another replacement Participant(s), notwithstanding that such replacement Participant(s) may have been previously eliminated from the Show and each Participant(s) shall agree to participate in the Show as and when required by the Organizers to do so.
- 13.20 There is no obligation on the part of the Organizers to record or broadcast any Show in which a Participant(s) has appeared or any part of his / her contribution to a Show.
- 13.21 The Registrant(s) shall ensure that Participant(s) must at all times behave appropriately when taking part in the Show and observe the Show Rules and any other rules or regulations in force at the studios and / or locations. The Organizers reserves the right in its absolute discretion to remove from the Show, studio premises or location any Participant(s) and the Registrant(s) who breaks such rules and / or fails to behave appropriately and to disqualify such Participant(s).
- 13.22 In the event that as a result of the public vote in any round, there is a tie between two (or more) Participant(s), the Organizers in consultation with the Jury, shall be entitled to determine in its absolute discretion which Participant(s) is eliminated and/or which Participant(s) goes through to the next round (as appropriate) and for this purpose it shall be entitled to make such arrangements or request such further performances from the Participant(s) as it in its absolute discretion deems necessary.
- 13.23 In the event of any dispute concerning the operation of any element of the Show or these Show rules, the decision of the Organizers will be final.
- 13.24 These rules are additional to and do not supersede any and all Release Forms signed by the Registrant(s) and in the event of any conflict between any Release Form and these show Rules, the Release Form will prevail.
- 13.25 None of the Registrant(s) and /or Participant(s) shall, without the prior written approval of the Organizers, speak to the press or any other media nor give any interviews or comments relating to the Show and shall ensure the same for their children being the Participant(s). The Participant shall not disclose any information whatsoever relating to the Organizers to any other party.
- 13.26 The selection and number of Judges, and the manner in which the Show is judged, at each stage of the Show shall be at the Organizers sole and absolute discretion but after consultation with Organizers and the Judges'

and/or Producer's decision (including, where appropriate, the decision of the voting public) at all stages of the Show is final. No enquiries, appeals, verbal or written, shall be entertained. The Registrant(s) shall accept and abide by any and all decisions made by the Organizers and/or the Judges (including, where appropriate, the decision of the voting public) concerning, without limitation, the rules of the participation, these Terms and Conditions and any and all other rules, procedures and regulations of the Show, each and every stage of the Show and any other matters relating to the Show including the production thereof.

13.27 The Organizers, Company, the Judges, the advertising agencies and any person or entity connected with the production (including the format owners and the broadcasters of the Shows), administration or judging of the auditions, the Show or the Show (the "Relevant Parties") shall be under no liability whatsoever to the Registrant(s) or the Contributors, in respect of any loss, damage suffered by the Registrant(s) or Participant(s) or Contributors arising from or pursuant to the Show or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant(s) or Contributors at any stage of the Show and during production thereof whether or not caused by (1) the administration (including scheduling) of the Show including any failure of transportation or inability for any reason to appear before the judging panels; (2) the Participant's or any third party's participation in the auditioning process, or being selected or disqualified; (3) as a result of the decisions of the Judges, Organizers or public voting; (4) as a result of any comment, remark, judgement, view, criticism, critique, opinion and/or observation made and/or passed by any of the Judges and/or Producers; and/or (5) any printing, typographical or technological errors in any materials associated with the Show. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Show. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Participant(s); or circumstances beyond the Relevant Parties including the Organizers reasonable control.

13.28 These Terms and Conditions and the Show shall be governed by and construed in accordance with the laws of India and the Participant(s) submit irrevocably to the jurisdiction of the Courts in Mumbai.

13.29 If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and conditions and the remainder of the affected provisions shall continue to be valid.

14 Expenses of participation & logistics

14.2 All cost including but not limited to travel and accommodation cost for attending the Auditions at the venues as informed by Organizers shall be borne solely by those Registrant(s) whose children being the Participant(s) are selected and the Organizers or its sub contractors shall not be liable for the same.

14.3 The arrangements for travel and stay of the Participant(s) selected for the Final 12 Participant(s) in the gala round shall be arranged by the Organizers. Organizers shall also arrange for the travel and lodging of Registrant(s) being one Parent or Guardian of the selected Participant(s) in the gala round accompanying such Participant(s). Registrant(s) shall not object to the arrangements so made by the Organizers and shall ensure that during the shooting of the Show from the gala round the Participant(s) stay with them in the same accommodation.

14.4 The Organizers or any of the affiliates connected with the Show shall not be liable for any cancellations and/or delays in the train/ flights/ cars arranged for the Participant(s) due to any reason including but not limited to force majeure, logistical problems at the airports/ railway stations/ roads etc and the Registrant(s) shall not have any claim against the Organizers and/or any of its affiliates connected with the Show for the same. The Organizers or any of the affiliates connected with the Show shall not be responsible for any such eventuality and the Participant(s) undertakes not to claim any compensation from the Organizers for the same.

15 Prize

15.2 The maximum prize which can be won in the Show is Rs.50 lacs only which may be amended any time as per discretion of MSM.

15.3 Any and all taxes and/or levies applicable on the prize money won by the winner Participant(s), under the laws of India shall be the responsibility of the Registrant(s) borne by the Winner(s) in relation to the prize. Payment of prize money to the winner Participant(s) shall be done as per the guidelines being the Guidelines to Regulate the Child Participation in TV Serials, Reality Shows and Advertisements 2010-2011 issued by National Commission for Protection of Child Rights ("NCPCR Guidelines") after deduction of all applicable taxes and levies as per the Income Tax Act and subject to providing the relevant documents as intimated by the Organizers and will be paid within the time stipulated by the Organizers .

15.4 The Organizers may refuse to pay winnings or reclaim all sums paid to winner Participant(s) in the event of his/her fraud, dishonesty or non-entitlement to participate in the Show under these Terms and Conditions

16 Other terms

16.2 The procedures for registration and participation in the Show are subject to the Terms and Conditions stated herein. Non-conformance by any Registrant(s) to the rules of the Show will disqualify the Participant from participation or winnings, immediately, as the case may be.

16.3 All registrations shall be subject to completion of the procedures by the Registrant(s) as per instructions received (i) by the IVR, (ii) through SMS, (iii) Online (Sony Liv website), (iv) Sony Liv Mobile Application (v) on the Channel; and (vi) as per the Terms and Conditions.

- 16.4 Registration to the Show does not guarantee the selection of the Participant(s) to proceed with the Show. Registration also does not entitle any Participant(s) to a prize or award.
- 16.5 Taking part in the registration process shall be deemed to be acceptance by the Registrant(s) to receive promotional messages from the Organizers or any third party so authorized by the Organizers.
- 16.6 If the operation of the Show (including without limitation the operation of the related telephone systems, call centre operations, and software systems); the recording; broadcast of any/all of the Show is prevented by an event of force majeure, the Company may cancel all or any part of the Show, or take such other decision as it deems fit.
- 16.7 Notwithstanding a Participant(s) participation in the Show, there is no obligation on the part of the Organizers to broadcast any Show in which he/she has taken part, or any or all of his / her contribution as recorded by the Organizers.
- 16.8 The Organizers reserves the right to re-schedule the date(s) of registration, call-backs, Auditions, recording at the Studio of the Show and broadcast, at its discretion.
- 16.9 In case the winner Participant(s) and/or the Registrant(s) is found to be in violation of any and all rules/process of the Show, the Organizers reserve the right to initiate legal proceedings against Registrant(s) including but not limited to having the concerned winner to refund the prize money won on the Show together with penalty interest as deemed fit by the Organizers.
- 16.10 The Organizers reserve the right to change the structure of the Show as it sees fit including without limitation by adding / reducing / altering Auditions/rounds to the Show.
- 16.11 The Organizers reserves the right to amend (add, delete or modify) the Terms and Conditions governing the Show and/or the Participant selection process prospectively or retrospectively, at its discretion and without prior notice, in order to improve the Show or remedy any issues that occur.
- 16.12 The Organizers has the right at any time to terminate the Show without any prior intimation or notice to the public and also the Organizers is not obligated in any manner whatsoever to compensate any person or persons including the Registrant(s) who have participated in the Show and/or accommodate any person or persons who have been selected in the Show for the Show.
- 16.13 Use of mobile phones will not be permitted during the shoot, and during the Auditions. It may lead to disqualification.
- 16.14 Registration does not guarantee the selection or participation of the Participant(s) and such selection shall be as per the sole discretion of the Organizers or its affiliates.
- 16.15 The Organizers of the Show is empowered to take a decision on any case not covered by the present Terms and Conditions
- 16.16 In the event of any fault, misunderstanding or dispute concerning any part of the Show, and/or the operation of the telephone system, Auditions, Call-backs, the selection of Participant(s) at any stage, or the validity of any question or answer options, the decision of the Organizers shall be final and binding on all Registrant(s).

- 16.17 Registrant(s) and Participant(s) shall notify the Organizers immediately if there are any criminal charges brought against Registrant(s) and Participant(s) or if any information you provide in your application becomes inaccurate between now and the date of first transmission of the Show
- 16.18 If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
- 16.19 If Registrant(s) are unclear as to the Terms and Conditions of participation he/she will have to send an email to Idolresponse@setindia.com. The Organizers shall make reasonable endeavors to respond thereto. The above shall not, however, be a ground for extension of time / deadlines as specified herein.
- 16.20 All decisions made by Multi Screen Media Private Limited in this matter will be final and binding and no correspondence will be entertained on the same.

17 Liability

- 17.2 The Organizers and/or the Company is in no manner whatsoever responsible and/or shall not be held liable in any manner whatsoever, for any physical injury, death, mental trauma caused to any Registrant(s) / Participant(s) in any manner whatsoever, in relation to the Show.
- 17.3 The Organizers will not be responsible for any loss / theft of belongings of the Participant(s) on the sets of the Show/Studio, before/during/after the shoot of the Episodes/Show, or at the time of the Audition.
- 17.4 The Organizers or any of its affiliates will not be liable for any loss of earnings, employment or otherwise caused to the Registrant(s) arising as a result of participation of the Participant(s) in the Audition or the Show , if selected
- 17.5 Organizers and its sub-contractors cannot and shall not be held accountable/liable for any disruptions / stoppages / interruptions or cancellation of the Audition or Show on account of any factors beyond their control.
- 17.6 The Registrant(s) hereby agree to indemnify the Organizers or its affiliates against any claims that might arise from their actions or omissions or representations or informations provided by them about themselves and about the Participant(s) at any time.
- 17.7 The Registrant(s) agrees that he/she shall hold harmless the Organizers and the Company, its employees, officers, sub-contractors or any other person in connection with the prize won by his or her child being the Participant and/or in relation to the Show including but not limited to the procedure in the Show and shall also not 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 sponsor and/or the Company/Organizers to claim any damages or reliefs.
- 17.8 Organizers and its sub - contractors shall not be held responsible or accountable to any of the Registrant(s), for any loss, injury or any other liability which may arise, enroute while coming to the venue of Audition or while attending the Studio / Show / Shoot or while participating in the Show

and for which the Registrant(s) will be required to sign an indemnity in favor of the Organizers.

17.9 The Company, Producers, Judges, the host, the advertising agencies, the sub-contractors used by Company for the Show, and any person or entity connected with the production (including the format owners and the broadcasters of the Show), administration or judging of the auditions, the Show or the Show (the "Relevant Parties") shall be under no liability whatsoever to the Registrant(s) in respect of any loss, damage suffered by the Registrant(s) or the Participant(s) arising from or pursuant to the Show or for any and all loss, damage, cost, expense or injury to life or property sustained by the Participant(s) or Registrant(s) at any stage of the Show and during production thereof whether or not caused by (1) the administration (including scheduling) of the Show including any failure of transportation or inability for any reason to appear for the Audition/before the Judges; (2) the Participant's or any third party's participation in the Audition, or being selected or disqualified; (3) as a result of the decisions of the Judges or Organizers; (4) as a result of any comment, remark, judgment, view, criticism, critique, opinion and/or observation made and/or passed by the Host / Judges and/or Organizers; and/or (5) any printing, typographical or technological errors in any materials associated with the Show. Notwithstanding the generality of the foregoing, the Relevant Parties expressly exclude liability for all direct, indirect and consequential loss or damage, including but not limited to loss or damage to property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Show. In no event will the measure of damages include, nor will the Relevant Parties be liable for, any amounts for indirect, incidental, consequential, or punitive damages of any party, including third parties; or for damages attributable to the Registrant(s) or Participant(s); or circumstances beyond the Relevant Parties including the Organizers reasonable control.